



Real Estate Assets Department
SDC003

SAN YSIDRO CHAMBER OF COMMERCE/02
Z 702PM-007-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



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**SAN YSIDRO CHAMBER OF COMMERCE
SUBLEASE**

This San Ysidro Chamber of Commerce Sublease ("Sublease") is entered into by and between SAN YSIDRO CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation ("Sublandlord"), and National Conflict & Resolution Center, a California 501(c)(3) nonprofit corporation ("Subtenant") as of July 15, 2011, and is effective upon the Effective Date described in Section 20 below.

Recitals

A. Sublandlord, as lessee, and THE CITY OF SAN DIEGO, a California municipal corporation ("Landlord"), as lessor, are parties to that certain City of San Diego Lease Agreement executed on or about July 15, 2011, as modified by that certain Commencement Agreement between Landlord and Sublandlord dated July 15, 2011 (the "Master Lease"), whereby Sublandlord is leasing from Landlord the building and related improvements located at 663 E. San Ysidro Boulevard (collectively, the "Master Premises").

B. Sublandlord wishes to sublease to Subtenant, and Subtenant wishes to sublease from Sublandlord, the portion of the Master Premises known as Suites 8 & 9 and Reception Desk (with extra storage space), consisting of approximately 340 rentable square feet, as further described or depicted on Exhibit B attached hereto (the "Subleased Premises"), upon the terms and conditions set forth in this Sublease.

Agreement

NOW THEREFORE, the parties hereto agree to the foregoing Recitals and as follows:

1. Subleased Premises. As of the Commencement Date (defined below), Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, at the rent and upon all of the other terms and conditions set forth in this Sublease.

2. Acceptance of Subleased Premises. Subtenant hereby accepts the Subleased Premises in their condition existing as of the date hereof. Subtenant acknowledges that neither Landlord, Sublandlord nor any of their agents have made any representation or warranty as to the suitability of the Subleased Premises for the conduct of Subtenant's business.

3. Term. The term of this Sublease (the "Sublease Term") shall commence on July 15, 2011 (the "Commencement Date"), and shall end on the date which is 24 months following the Commencement Date (the "Expiration Date") Subtenant has full right for a 12 month extension of this lease (depicted below as Months 25-36) following the initial 24 month period. Said extension is an extension of time and shall be subject to the same terms and conditions defined herein. Notwithstanding the foregoing, this Sublease shall terminate upon the termination of the Master Lease for any cause whatsoever.

4. RENT. Subtenant shall pay to Sublandlord monthly base rent for the Subleased Premises ("Sublease Base Rent") as follows:

Months 1-12:	\$ 500.00
Months 13-24:	\$ 515.00
Months 25-36:	\$ 530.00

Sublease Base Rent shall be payable in advance and in immediately available funds, without deduction, offset, prior notice or demand, either [check one] ☐ on the first day of each calendar month of the Sublease Term or ☐ _____. If the Sublease Term begins or ends on a day other than the first or last day of a month, Sublease Rent for any such partial month shall be prorated on a per diem basis using a 30-day month. In addition to Sublease Base Rent, Subtenant shall pay to Sublandlord, as additional rent for the Subleased Premises, Subtenant's pro rata share of the operating expenses, taxes and other additional taxes incurred under the Master Lease by Sublandlord during the Sublease Term ("**Sublease Additional Rent**"), based on the ratio that the rentable square footage of the Subleased Premises bears to the rentable square footage of the Master Premises. Sublease Additional Rent shall be payable as and when the Sublease Base Rent is due hereunder. Sublease Base Rent, Sublease Additional Rent and any other amounts payable to Sublandlord (collectively, "**Sublease Rent**") shall be paid to Sublandlord at the address to which notices to Sublandlord are to be delivered pursuant to Section 15 below.

5. Use. Subtenant shall use the Subleased Premises solely and exclusively for general office operations.

6. Security Deposit. Upon the mutual execution of this Sublease, Subtenant shall deliver to Sublandlord funds in the amount of \$ 500.00 as a security deposit under this Sublease (the "**Security Deposit**"). Sublandlord and Subtenant intend the Security Deposit to be used as security for Subtenant's faithful and diligent performance of all of Subtenant's obligations under this Sublease. The Security Deposit shall remain in Sublandlord's possession for the entire Sublease Term, and Sublandlord shall not be required to segregate it from Sublandlord's general funds. Subtenant shall not be entitled to any interest on the Security Deposit. If Subtenant fails to perform any of its obligations under this Sublease, Sublandlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any rent in arrears; (2) any expenses Sublandlord may incur as a direct or indirect result of Subtenant's failure to perform; and (3) any other losses or damages Sublandlord may suffer as a direct or indirect result of Subtenant's failure to perform. If Sublandlord so uses or applies all or any portion of the Security Deposit, Sublandlord will notify Subtenant of such use or application and Subtenant will, within ten (10) days after the date of Sublandlord's notice, deposit with Sublandlord a sum sufficient to restore the Security Deposit to the amount held by Sublandlord immediately prior to such use or application. Subtenant's failure to so restore the Security Deposit will constitute a default under this Sublease. Provided that Subtenant has fully and faithfully performed all of its obligations under this Sublease, Sublandlord shall refund the Security Deposit, or any balance remaining, to Subtenant within thirty (30) days after the expiration or early termination of the Sublease Term and Subtenant's vacation and surrender of the Subleased Premises to Sublandlord in as good condition and repair as when Subtenant received the Subleased Premises, normal wear and tear excepted.

7. Master Lease Provisions Binding on Subtenant. This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. As of the Commencement Date, Subtenant hereby agrees to assume and perform, for the benefit of Sublandlord and Landlord, the obligations of Sublandlord as lessee in the Master Lease to the extent said terms and conditions are applicable to the Subleased Premises, except that Subtenant shall not be responsible for Sublandlord's obligation for the payment of rent, operating expenses or similar charges directly to Landlord. As applied to this Sublease, the words "City" and "Lessee" in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this Sublease. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of the

Master lease will control. Subtenant shall not commit or permit to be committed on the Subleased Premises any act or omission which violates any term or condition of the Master Lease. Subtenant shall indemnify, defend and hold harmless Sublandlord from any and all damages, claims, losses, costs and expenses (including, without limitation, reasonable attorney's fees) arising from Subtenant's breach of any of the obligations under this Sublease and the Master Lease.

8. Insurance. LESSEE shall deliver prior to the execution of this Lease to SubLandlord a current certificate of insurance for:

(1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);

(2) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

(3) Workers' Compensation Insurance, as required by the laws of the State of California for all of Subtenant's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The San Ysidro Chamber of Commerce, The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sublandlord.

c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to SUBLANDLORD. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet SUBLANDLORD requirements.

d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Subtenant and must be disclosed and acceptable to SUBLANDLORD at the time evidence of insurance is provided.

9. Parking. Subtenant, its employees, agents, customers and visitors shall have, during the term of this Sublease and at no additional charge to Subtenant, the non-exclusive right to use non-reserved parking space(s) in the parking lot located on the Master Premises.

10. Rules and Regulations. Subtenant shall comply with all reasonable rules and regulations relating to the use of the Master Premises to the extent such rules and regulations are not inconsistent with the provisions of this Sublease.

11. Equal Opportunity. Subtenant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. Subtenant shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon Landlord's or Sublandlord's request, Subtenant shall submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions Subtenant will take to achieve the Landlord's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities. Subtenant shall cause the foregoing provisions to be inserted in all subleases and all contracts for any work covered by this Sublease so that such provisions will be binding upon each sublessee and contractor.

12. Disabled Access Compliance. Subtenant shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. Subtenant's compliance shall include without limitation the following: (a) Subtenant shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment; (b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Subtenant; (c) Subtenant shall post a statement addressing the requirements of the ADA in a prominent place at the work site; (d) Where required by law, Subtenant shall, at Subtenant's sole cost and in conformance with all applicable building codes, comply with Landlord's disabled access requirements by making accessible any areas of the Subleased Premises which deny access to disabled persons; and (e) Subtenant shall include language in all sublease agreements indicating the sublessee's agreement to abide by the foregoing provisions.

13. Entire Agreement. There are no oral or side agreements among the parties affecting this Sublease, and this Sublease contains the entire agreement of the parties regarding the sublease to Subtenant.

14. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Notices. Addresses for notices to Sublandlord or Subtenant in accordance with Section 35 of the Master Lease shall be as follows:

If to Sublandlord: Attn: Jason M-B Wells
San Ysidro Chamber of Commerce
663 E. San Ysidro Blvd.
San Ysidro, CA 92173

If to Subtenant: National Conflict Resolution Center
Attn: Steven Dinkin
625 Broadway, #1221
San Diego, CA 92101

16. Amendments. No amendments, changes or modifications shall be made to this Sublease without the written agreement of Sublandlord and Subtenant and the written consent of Landlord.

17. Brokers. Sublandlord and Subtenant each warrants to the other and to Landlord that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Sublease. Sublandlord and Subtenant each hereby agrees to indemnify, defend and hold the other and Landlord harmless from and against any losses, causes of action, liabilities, damages, claims, demands, costs and expenses (including attorneys' fees), incurred or to be incurred by reason of any other brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

18. Successors and Assigns. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject at all times, however, to all agreements and restrictions contained in the Master Lease respecting assignments, sublettings and other transfers of the Subleased Premises.

19. Severability. The terms, conditions, covenants and provisions of this Sublease shall be deemed to be severable. If any clause or provision of this Sublease shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Consent By Landlord. Notwithstanding any other provision hereof, this Sublease shall be of no force or effect unless and until the first date on which this Sublease has been executed by both Sublandlord and Subtenant and consented to in writing by Landlord (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the Effective Date.

Sublandlord:

SAN YSIDRO CHAMBER OF COMMERCE,
a California 501(c)(6) nonprofit corporation

By: _____

Name: Israel Adato
Title: President of the Board

Subtenant:

National Conflict Resolution Center,
a California 501 (c) (3) nonprofit corporation

By: 

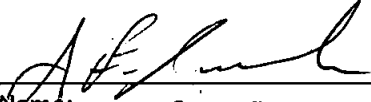
Name: Steven Dinkin
Title: President

Consent of Landlord

Landlord hereby consents to the sublease of the Subleased Premises described in this Sublease to Subtenant on the terms set forth herein (including without limitation, the use set forth in Section 5 above), without waiver of the restriction in the Master Lease concerning further subletting.

THE CITY OF SAN DIEGO, a California municipal corporation

By:



Name: **James F. Barwick, CCIM**
Title: **Director, Real Estate Assets**

Date: 2/28, 2012

EXHIBIT A

Subleased Premises

[description and/or depiction to be attached]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Dr, 500 San Diego CA 92122	CONTACT NAME: Sherry Murphy, CIC, CRM PHONE (A/C No. Ext): (858) 457-3414 FAX (A/C No.): E-MAIL: sherrym@barneyandbarney.com ADDRESS: sherrym@barneyandbarney.com
INSURED National Conflict Resolution Center, DBA: San Diego Mediation Center 625 Broadway, Suite 1221 San Diego CA 92101-5149	INSURER(S) AFFORDING COVERAGE INSURER A Markel Insurance Company INSURER B Nova Casualty Company 42552 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2011-2012

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	3602892994164	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	3602892994164	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
	DED ☒ RETENTION \$ 10,000		4602892994174	7/1/2011	7/1/2012		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	BBWWK00101041	7/1/2011	7/1/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The San Ysidro Chamber of Commerce, and The City of San Diego, Its elected officials, officers, employees, representatives, and agents are Additionally Insured per attached policy forms #MGL232 (05/09) and CG2011 (01-96).

Primary wording applies per attached policy form #CG0001 (12/07)

This certificate amends and supersedes prior certificate dated 09/30/2011.

CERTIFICATE HOLDER

jwells@sanysidrochamber.or

The San Ysidro Chamber of Commerce
The City of San Diego
Jason M-B Wells
663 E San Ysidro Blvd.
San Ysidro, CA 92173

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Murphy, CIC, CRM/SH

POLICY NUMBER: 3602SS299416-4

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
663 E. San Ysidro Blvd.
San Diego CA 92173
2. Name of Person or Organization (Additional Insured):
City of San Diego, its elected officials, officers, employees,
representatives and agents/City of San Diego

3. Additional Premium: Included

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This Insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
- D. For the purposes of this section of this endorsement, "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

XI. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations. The following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization who leases to you or manages property you rent or lease.

XII. ADDITIONAL INSURED - VENDORS (LIMITED)

The following provision applies only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard":

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- h. Any failure to maintain the product in a merchantable condition; or
- i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization for whom you are required by written contract, agreement, permit or authorization to provide insurance is an Insured, subject to the following additional provisions:
 - a. The contract, agreement, permit or authorization must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization is an Insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
 - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (4) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor, added as an "Insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY

Exclusion 2.a. of SECTION I - COVERAGES, COVERAGE A is deleted in its entirety and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT

A. Paragraph (4) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

- (1) This insurance is excess over:

(a) Any other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Dr, 500 San Diego CA 92122		CONTACT NAME: Sherry Murphy, CIC, CRM PHONE (A/C No. Ext): (858) 457-3414 FAX (A/C No.): E-MAIL : sherrym@barneyandbarney.com ADDRESS :	
INSURED National Conflict Resolution Center, DBA: San Diego Mediation Center 625 Broadway, Suite 1221 San Diego CA 92101-5149		INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: Nova Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 42552	

COVERAGES

CERTIFICATE NUMBER: 2011-2012

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		3602882994164	7/1/2011	7/1/2012	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					PERSONAL & ADV INJURY \$ 1,000,000
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	3602882994164	7/1/2011	7/1/2012	GENERAL AGGREGATE \$ 3,000,000
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PRODUCTS - COMP/OP AGG \$ 3,000,000
A	UMBRELLA LIAB					
	☒ EXCESS LIAB	☐ OCCUR				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000	☐ CLAIMS-MADE	4602882994174	7/1/2011	7/1/2012	BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	BBWXK00101041	7/1/2011	7/1/2012	PROPERTY DAMAGE (Per accident) \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Additional Insured per attached policy form #MGL232 (05/09)
Primary wording applied per attached policy form #CG0001 (12/07)

CERTIFICATE HOLDER

San Ysidro Chamber of Commerce
Jason M-B Wells
663 E San Ysidro Blvd.
San Ysidro, CA 92173

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

S Murphy, CIC, CRM/SH

MAAC

**SAN YSIDRO CHAMBER OF COMMERCE
SUBLEASE**

This San Ysidro Chamber of Commerce Sublease ("**Sublease**") is entered into by and between SAN YSIDRO CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation ("**Sublandlord**"), and MAAC Project, a California 501(c)(3) nonprofit corporation ("**Subtenant**") as of July 15, 2011, and is effective upon the Effective Date described in Section 20 below.

Recitals

A. Sublandlord, as lessee, and THE CITY OF SAN DIEGO, a California municipal corporation ("**Landlord**"), as lessor, are parties to that certain City of San Diego Lease Agreement executed on or about July 15, 2012, as modified by that certain Commencement Agreement between Landlord and Sublandlord dated July 15, 2011 (the "**Master Lease**"), whereby Sublandlord is leasing from Landlord the building and related improvements located at 663 E. San Ysidro Boulevard (collectively, the "**Master Premises**").

B. Sublandlord wishes to sublease to Subtenant, and Subtenant wishes to sublease from Sublandlord, the portion of the Master Premises known as Suites 2, 4, 5 and Reception Desk (with extra storage space), consisting of approximately 650 rentable square feet, as further described or depicted on Exhibit B attached hereto (the "**Subleased Premises**"), upon the terms and conditions set forth in this Sublease.

Agreement

NOW THEREFORE, the parties hereto agree to the foregoing Recitals and as follows:

1. Subleased Premises. As of the Commencement Date (defined below), Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, at the rent and upon all of the other terms and conditions set forth in this Sublease.

2. Acceptance of Subleased Premises. Subtenant hereby accepts the Subleased Premises in their condition existing as of the date hereof. Subtenant acknowledges that neither Landlord, Sublandlord nor any of their agents have made any representation or warranty as to the suitability of the Subleased Premises for the conduct of Subtenant's business.

3. Term. The term of this Sublease (the "**Sublease Term**") shall commence on July 15, 2011 (the "**Commencement Date**"), and shall end on the date which is 36 months following the Commencement Date (the "**Expiration Date**"). Notwithstanding the foregoing, this Sublease shall terminate upon the termination of the Master Lease for any cause whatsoever.

4. RENT. Subtenant shall pay to Sublandlord monthly base rent for the Subleased Premises ("**Sublease Base Rent**") as follows:

Months 1-12:	\$ 500.00*
Months 13-24:	\$ 515.00*
Months 25-36:	\$ 530.00*

Sublease Base Rent shall be payable in advance and in immediately available funds, without deduction, offset, prior notice or demand, either [check one] ☐ on the first day of each calendar month of the Sublease Term or ☐ _____. If the Sublease Term begins or ends on a day other than the first or last day of a month, Sublease Rent for any such partial month shall be prorated on a per diem basis using a 30-day month. In addition to Sublease Base Rent, Subtenant shall pay to Sublandlord, as additional rent for the Subleased Premises, Subtenant's pro rata share of the operating expenses, taxes and other additional taxes incurred under the Master Lease by Sublandlord during the Sublease Term ("**Sublease Additional Rent**"), based on the ratio that the rentable square footage of the Subleased Premises bears to the rentable square footage of the Master Premises. Sublease Additional Rent shall be payable as and when the Sublease Base Rent is due hereunder. Sublease Base Rent, Sublease Additional Rent and any other amounts payable to Sublandlord (collectively, "**Sublease Rent**") shall be paid to Sublandlord at the address to which notices to Sublandlord are to be delivered pursuant to Section 15 below.

5. Use. Subtenant shall use the Subleased Premises solely and exclusively for general office operations.

6. Security Deposit. Upon the mutual execution of this Sublease, Subtenant shall deliver to Sublandlord funds in the amount of \$ 500.00 as a security deposit under this Sublease (the "**Security Deposit**"). Sublandlord and Subtenant intend the Security Deposit to be used as security for Subtenant's faithful and diligent performance of all of Subtenant's obligations under this Sublease. The Security Deposit shall remain in Sublandlord's possession for the entire Sublease Term, and Sublandlord shall not be required to segregate it from Sublandlord's general funds. Subtenant shall not be entitled to any interest on the Security Deposit. If Subtenant fails to perform any of its obligations under this Sublease, Sublandlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any rent in arrears; (2) any expenses Sublandlord may incur as a direct or indirect result of Subtenant's failure to perform; and (3) any other losses or damages Sublandlord may suffer as a direct or indirect result of Subtenant's failure to perform. If Sublandlord so uses or applies all or any portion of the Security Deposit, Sublandlord will notify Subtenant of such use or application and Subtenant will, within ten (10) days after the date of Sublandlord's notice, deposit with Sublandlord a sum sufficient to restore the Security Deposit to the amount held by Sublandlord immediately prior to such use or application. Subtenant's failure to so restore the Security Deposit will constitute a default under this Sublease. Provided that Subtenant has fully and faithfully performed all of its obligations under this Sublease, Sublandlord shall refund the Security Deposit, or any balance remaining, to Subtenant within thirty (30) days after the expiration or early termination of the Sublease Term and Subtenant's vacation and surrender of the Subleased Premises to Sublandlord in as good condition and repair as when Subtenant received the Subleased Premises, normal wear and tear excepted.

7. Master Lease Provisions Binding on Subtenant. This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. As of the Commencement Date, Subtenant hereby agrees to assume and perform, for the benefit of Sublandlord and Landlord, the obligations of Sublandlord as lessee in the Master Lease to the extent said terms and conditions are applicable to the Subleased Premises, except that Subtenant shall not be responsible for Sublandlord's obligation for the payment of rent, operating expenses or similar charges directly to Landlord. As applied to this Sublease, the words "City" and "Lessee" in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this Sublease. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of the Master lease will control. Subtenant shall not commit or permit to be committed on the Subleased

Premises any act or omission which violates any term or condition of the Master Lease. Subtenant shall indemnify, defend and hold harmless Sublandlord from any and all damages, claims, losses, costs and expenses (including, without limitation, reasonable attorney's fees) arising from Subtenant's breach of any of the obligations under this Sublease and the Master Lease.

8. Insurance. LESSEE shall deliver prior to the execution of this Lease to SubLandlord a current certificate of insurance for:

(1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);

(2) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

(3) Workers' Compensation Insurance, as required by the laws of the State of California for all of Subtenant's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The San Ysidro Chamber of Commerce, The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sublandlord.

c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to SUBLANDLORD. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet SUBLANDLORD requirements.

d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Subtenant and must be disclosed and acceptable to SUBLANDLORD at the time evidence of insurance is provided.

9. Parking. Subtenant, its employees, agents, customers and visitors shall have, during the term of this Sublease and at no additional charge to Subtenant, the non-exclusive right to use non-reserved parking space(s) in the parking lot located on the Master Premises.

10. Rules and Regulations. Subtenant shall comply with all reasonable rules and regulations relating to the use of the Master Premises to the extent such rules and regulations are not inconsistent with the provisions of this Sublease.

11. Equal Opportunity. Subtenant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. Subtenant shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon Landlord's or Sublandlord's request, Subtenant shall submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions Subtenant will take to achieve the Landlord's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities. Subtenant shall cause the foregoing provisions to be inserted in all subleases and all contracts for any work covered by this Sublease so that such provisions will be binding upon each sublessee and contractor.

12. Disabled Access Compliance. Subtenant shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. Subtenant's compliance shall include without limitation the following: (a) Subtenant shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment; (b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Subtenant; (c) Subtenant shall post a statement addressing the requirements of the ADA in a prominent place at the work site; (d) Where required by law, Subtenant shall, at Subtenant's sole cost and in conformance with all applicable building codes, comply with Landlord's disabled access requirements by making accessible any areas of the Subleased Premises which deny access to disabled persons; and (e) Subtenant shall include language in all sublease agreements indicating the sublessee's agreement to abide by the foregoing provisions.

13. Entire Agreement. There are no oral or side agreements among the parties affecting this Sublease, and this Sublease contains the entire agreement of the parties regarding the sublease to Subtenant.

14. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Notices. Addresses for notices to Sublandlord or Subtenant in accordance with Section 35 of the Master Lease shall be as follows:

If to Sublandlord:

Attn: Jason M-B Wells
San Ysidro Chamber of Commerce
663 E. San Ysidro Blvd.
San Ysidro, CA 92173

If to Subtenant:

16. Amendments. No amendments, changes or modifications shall be made to this Sublease without the written agreement of Sublandlord and Subtenant and the written consent of Landlord.

17. Brokers. Sublandlord and Subtenant each warrants to the other and to Landlord that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Sublease. Sublandlord and Subtenant each hereby agrees to indemnify, defend and hold the other and Landlord harmless from and against any losses, causes of action, liabilities, damages, claims, demands, costs and expenses (including attorneys' fees), incurred or to be incurred by reason of any other brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

18. Successors and Assigns. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject at all times, however, to all agreements and restrictions contained in the Master Lease respecting assignments, sublettings and other transfers of the Subleased Premises.

19. Severability. The terms, conditions, covenants and provisions of this Sublease shall be deemed to be severable. If any clause or provision of this Sublease shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Consent By Landlord. Notwithstanding any other provision hereof, this Sublease shall be of no force or effect unless and until the first date on which this Sublease has been executed by both Sublandlord and Subtenant and consented to in writing by Landlord (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the Effective Date.

Sublandlord:

SAN YSIDRO CHAMBER OF COMMERCE,
a California 501(c)(6) nonprofit corporation

By: 

Name: Israel Adato
Title: President of the Board

Subtenant:

MAAC PROPERTY, a
501 (c)(3) non-profit

By: 

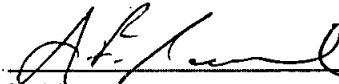
Name: AUSTIN J. FOYE
Title: CFO

Consent of Landlord

Landlord hereby consents to the sublease of the Subleased Premises described in this Sublease to Subtenant on the terms set forth herein (including without limitation, the use set forth in Section 5 above), without waiver of the restriction in the Master Lease concerning further subletting.

THE CITY OF SAN DIEGO, a California municipal corporation

By:



Name:

James F. Barwick, CCIM

Title:

Director, Real Estate Assets

Date:

2/28, 2017

EXHIBIT A

Subleased Premises

[description and/or depiction ~~to be~~ attached]

ACORD

TM.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2011

PRODUCER Phone: (619) 401-1802 Fax: 619-401-1814

THE INSURANCE STORE, INC.**231 W. MAIN STREET****EL CAJON CA 92020**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

Agency Lic#: 0578108

INSURED**METROPOLITAN AREA ADVISORY COMMITTEE ON
ANTI POVERTY OF SAN DIEGO****MAAC PROJECT****1355 THIRD AVE****CHULA VISTA CA 91911****INSURER A: Zenith Insurance Company****13269****INSURER B:****INSURER C:****INSURER D:****INSURER E:****COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		☐ CLAIMS MADE ☐ OCCUR				MED. EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG. \$
		☐ POLICY ☐ PRO- JECT ☐ LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
						\$
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z070341203	07/01/11	07/01/12	☒ WC STATU- TORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE-POLICY LIMIT \$ 1,000,000
		OTHER:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

"THE SAN YSIDRO CHAMBER OF COMMERCE, THE CITY OF SAN DIEGO, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS"

CERTIFICATE HOLDER**CANCELLATION**

SAN YSIDRO CHAMBER OF COMMERCE
663 E. SAN YSIDRO BLVD.
SAN YSIDRO, CA 92173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Anthony Montijo
Anthony Montijo

Attention: **JASON M B WELLS**

ACORD 25 (2001/08)

Certificate # 306819

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Hensel Phelps

**SAN YSIDRO CHAMBER OF COMMERCE
SUBLEASE**

This San Ysidro Chamber of Commerce Sublease ("Sublease") is entered into by and between SAN YSIDRO CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation ("Sublandlord"), and Hensel Phelps Construction Co., an employee owned company ("Subtenant") as of June 17, 2011, and is effective upon the Effective Date described in Section 19 below.

Recitals

A. Sublandlord, as lessee, and THE CITY OF SAN DIEGO, a California municipal corporation ("Landlord"), as lessor, are parties to that certain City of San Diego Lease Agreement executed on or about May 26, 2011, as modified by that certain Commencement Agreement between Landlord and Sublandlord dated May 26, 2011 (the "Master Lease"), whereby Sublandlord is leasing from Landlord the building and related improvements located at 663 E. San Ysidro Boulevard (collectively, the "Master Premises").

B. Sublandlord wishes to sublease to Subtenant, and Subtenant wishes to sublease from Sublandlord, the portion of the Master Premises known as "Rear Lot," consisting of approximately 22,900 rentable square feet, as further described or depicted on Exhibit A attached hereto (the "Subleased Premises"), in addition to furnishing Subtenant office/ meeting space on an agreed upon, as needed basis, upon the terms and conditions set forth in this Sublease.

Agreement

NOW THEREFORE, the parties hereto agree to the foregoing Recitals and as follows:

1. **Subleased Premises.** As of the Commencement Date (defined below), Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, at the rent and upon all of the other terms and conditions set forth in this Sublease.

2. **Acceptance of Subleased Premises.** Subtenant hereby accepts the Subleased Premises in their condition existing as of the date hereof. Subtenant acknowledges that neither Landlord, Sublandlord nor any of their agents have made any representation or warranty as to the suitability of the Subleased Premises for the conduct of Subtenant's business.

3. **Term.** The term of this Sublease (the "Sublease Term") shall commence on June 17, 2011 (the "Commencement Date"), and shall end on the date which is 36 months following the Commencement Date (the "Expiration Date"). Notwithstanding the foregoing, this Sublease shall terminate upon the termination of the Master Lease for any cause whatsoever.

4. **RENT.** Subtenant shall pay to Sublandlord monthly base rent for the Subleased Premises ("Sublease Base Rent") as follows:

Months 1-36: \$6,500.00

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Sublease Base Rent shall be payable six months in advance and in immediately available funds, without deduction, offset, prior notice or demand, on or before the 17th day of each June and December throughout the Sublease Term. If the Sublease Term begins or ends on a day other than the first or last day of a month, Sublease Rent for any such partial month shall be prorated on a per diem basis using a 30-day month. There shall be no additional Rent charged to Subtenant for normal operating expenses. Any expenses for renovation of leased space or the building that benefit Subtenant and other changes benefitting Subtenant shall be agreed upon prior to execution between Sublandlord and Subtenant, with Subtenant contributing amount agreed upon. Sublease Base Rent, Sublease Additional Rent and any other amounts payable to Sublandlord (collectively, "Sublease Rent") shall be paid to Sublandlord at the address to which notices to Sublandlord are to be delivered pursuant to Section 14 below.

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5 - USE -
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Security Deposit. Upon the mutual execution of this Sublease, Subtenant shall deliver to Sublandlord funds in the amount of \$ 1500.00 as a security deposit under this Sublease (the "Security Deposit"). Sublandlord and Subtenant intend the Security Deposit to be used as security for Subtenant's faithful and diligent performance of all of Subtenant's obligations under this Sublease. The Security Deposit shall remain in Sublandlord's possession for the entire Sublease Term, and Sublandlord shall not be required to segregate it from Sublandlord's general funds. Subtenant shall not be entitled to any interest on the Security Deposit. If Subtenant fails to perform any of its obligations under this Sublease, Sublandlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any rent in arrears; (2) any expenses Sublandlord may incur as a direct or indirect result of Subtenant's failure to perform; and (3) any other losses or damages Sublandlord may suffer as a direct or indirect result of Subtenant's failure to perform. If Sublandlord so uses or applies all or any portion of the Security Deposit, Sublandlord will notify Subtenant of such use or application and Subtenant will, within ten (10) days after the date of Sublandlord's notice, deposit with Sublandlord a sum sufficient to restore the Security Deposit to the amount held by Sublandlord immediately prior to such use or application. Subtenant's failure to so restore the Security Deposit will constitute a default under this Sublease. Provided that Subtenant has fully and faithfully performed all of its obligations under this Sublease, Sublandlord shall refund the Security Deposit, or any balance remaining, to Subtenant within thirty (30) days after the expiration or early termination of the Sublease Term and Subtenant's vacation and surrender of the Subleased Premises to Sublandlord in as good condition and repair as when Subtenant received the Subleased Premises, normal wear and tear excepted. This Security Deposit is waived so long as Subtenant pays its rent on time, in six month installments. \$1500 of Subtenant's six-month paid rent shall be allocated and otherwise protected as Security Deposit at all times during the term of this sublease.

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Master Lease Provisions Binding on Subtenant. This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. As of the Commencement Date, Subtenant hereby agrees to assume and perform, for the benefit of Sublandlord and Landlord, the obligations of Sublandlord as lessee in the Master Lease to the extent said terms and conditions are applicable to the Subleased Premises, except that Subtenant shall not be responsible for Sublandlord's obligation for the payment of rent, operating expenses or similar charges directly to Landlord. As applied to this Sublease, the words "City" and "Lessee" in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this Sublease. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of the Master lease will control. Subtenant shall not commit or permit to be committed



on the Subleased Premises any act or omission which violates any term or condition of the Master Lease. Subtenant shall indemnify, defend and hold harmless Sublandlord from any and all damages, claims, losses, costs and expenses (including, without limitation, reasonable attorney's fees) arising from Subtenant's breach of any of the obligations under this Sublease and the Master Lease.

9. Parking. Subtenant, its employees, agents, customers and visitors shall have, during the term of this Sublease and at no additional charge to Subtenant, the non-exclusive right to use parking space(s) anywhere within the Subleased Premises.

10. Rules and Regulations. Subtenant shall comply with all reasonable rules and regulations relating to the use of the Master Premises to the extent such rules and regulations are not inconsistent with the provisions of this Sublease.

11. 9. Equal Opportunity. Subtenant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. Subtenant shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

12. 10. Disabled Access Compliance. Subtenant shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. Subtenant's compliance shall include without limitation the following: (a) Subtenant shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment; (b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Subtenant; (c) Subtenant shall post a statement addressing the requirements of the ADA in a prominent place at the work site; (d) Where required by law, Subtenant shall, at Subtenant's sole cost and in conformance with all applicable building codes, comply with Landlord's disabled access requirements by making accessible any areas of the Subleased Premises which deny access to disabled persons; and (e) Subtenant shall include language in all sublease agreements indicating the sublessee's agreement to abide by the foregoing provisions.

13. 11. Entire Agreement. There are no oral or side agreements among the parties affecting this Sublease, and this Sublease contains the entire agreement of the parties regarding the sublease to Subtenant.

14. 12. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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15 ~~13.~~ Notices. Addresses for notices to Sublandlord or Subtenant in accordance with Section 35 of the Master Lease shall be as follows:

If to Sublandlord: Attn: Jason M. Wells
San Ysidro Chamber of Commerce
663 E. San Ysidro Blvd.
San Ysidro, CA 92173

If to Subtenant: Attn: Laird Heikens
Hensel Phelps Construction Co.
18850 Von Karman Avenue, Suite 100
Irvine, CA 92612

16 ~~14.~~ Amendments. No amendments, changes or modifications shall be made to this Sublease without the written agreement of Sublandlord and Subtenant and the written consent of Landlord.

17 ~~15.~~ Brokers. Sublandlord and Subtenant each warrants to the other and to Landlord that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Sublease. Sublandlord and Subtenant each hereby agrees to indemnify, defend and hold the other and Landlord harmless from and against any losses, causes of action, liabilities, damages, claims, demands, costs and expenses (including attorneys' fees), incurred or to be incurred by reason of any other brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

18 ~~16.~~ Successors and Assigns. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject at all times, however, to all agreements and restrictions contained in the Master Lease respecting assignments, sublettings and other transfers of the Subleased Premises.

19 ~~17.~~ Severability. The terms, conditions, covenants and provisions of this Sublease shall be deemed to be severable. If any clause or provision of this Sublease shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20 ~~18.~~ Consent By Landlord. Notwithstanding any other provision hereof, this Sublease shall be of no force or effect unless and until the first date on which this Sublease has been executed by both Sublandlord and Subtenant and consented to in writing by Landlord (the "Effective Date").

<end of page>

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the Effective Date.

Sublandlord:

SAN YSIDRO CHAMBER OF COMMERCE,
a California 501(c)(6) nonprofit corporation

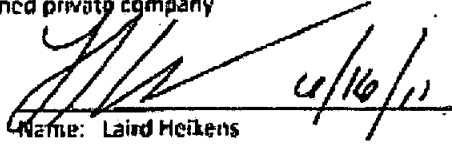
By: 

Name: Israel Adato

Title: President of the Board

Subtenant:

Hensel Phelps Construction Co., an employee
owned private company

By:  4/16/11

Name: Laird Heikens

Title: Operations Manager

Consent of Landlord

Landlord hereby consents to the sublease of the Subleased Premises described in this Sublease to Subtenant on the terms set forth herein (including without limitation, the use set forth in Section 5 above), without waiver of the restriction in the Master Lease concerning further subletting.

THE CITY OF SAN DIEGO, a California municipal corporation

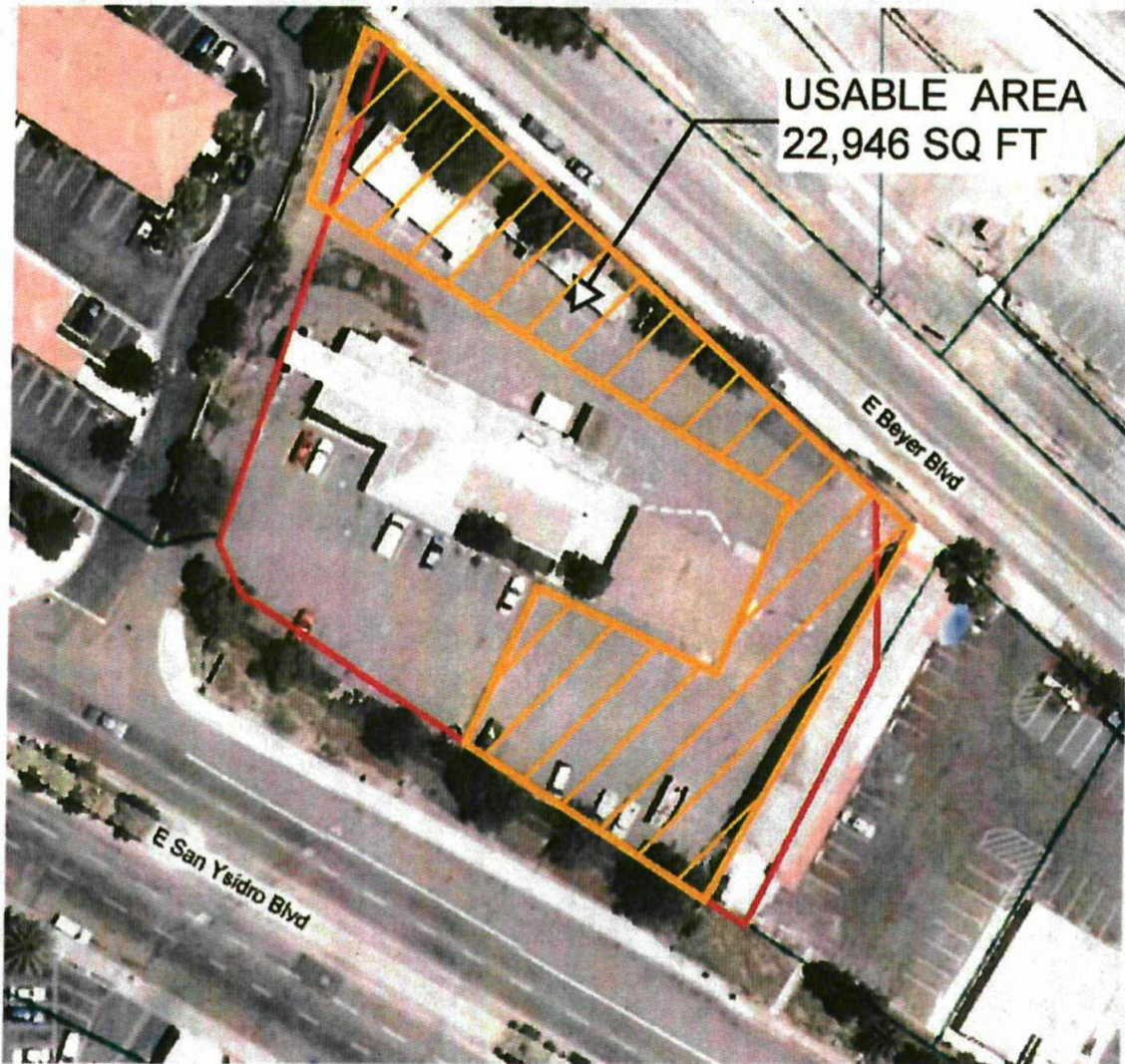
By: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Date: 2/28 2012



EXHIBIT A

Subleased Premises*



* The two trailers, visible in the yellow shaded area of the subject will be removed by San Diego Police Department prior to July 30, 2011.

A handwritten signature in black ink, appearing to be "JD" or similar, located in the bottom left corner of the page.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flood & Peterson Ins., Inc. P O Box 578 4687 West 18th Street Greeley, CO 80632	CONTACT NAME: Cindy Race PHONE (A/C, No, Ext): 970 506-3207 FAX (A/C, No): 970 506-3209 E-MAIL ADDRESS: cindy.race@fpinsurance.com PRODUCER CUSTOMER ID #:														
INSURED Hensel Phelps Construction Co Southern Calif District 18850 Von Karman Ave., Suite 100 Irvine, CA 92612	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		GLO369726407	06/01/2011	06/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BAP369726107	06/01/2011	06/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$		AUC928038410	06/01/2011	06/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC369726507	06/01/2011	06/01/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Leased Parking Lot ("Rear Lot" located at 663 E. San Ysidro Blvd., San Ysidro, CA)

San Ysidro Chamber of Commerce and The City of San Diego, its elected officials, officers, employees, representatives and agents are named as Additional Insureds. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

San Ysidro Chamber of Commerce
 Attn: Jason M. Wells
 663 E. San Ysidro Blvd.
 San Ysidro, CA 92173

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Flood & Peterson Insurance, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ^{am} OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

"The City of San Diego, its elected officials, officers, employees, representatives, and agents"
are named as Additional Insureds.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section 11) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SYBA

**SAN YSIDRO CHAMBER OF COMMERCE
SUBLEASE**

This San Ysidro Chamber of Commerce Sublease ("Sublease") is entered into by and between SAN YSIDRO CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation ("Sublandlord"), and San Ysidro Improvement Corporation dba San Ysidro Business Association, a California 501(c)(6) nonprofit corporation ("Subtenant") as of July 17, 2011, and is effective upon the Effective Date described in Section 20 below.

Recitals

A. Sublandlord, as lessee, and THE CITY OF SAN DIEGO, a California municipal corporation ("Landlord"), as lessor, are parties to that certain City of San Diego Lease Agreement executed on or about July 17, 2011, as modified by that certain Commencement Agreement between Landlord and Sublandlord dated July 17, 2011 (the "Master Lease"), whereby Sublandlord is leasing from Landlord the building and related improvements located at 663 E. San Ysidro Boulevard (collectively, the "Master Premises").

B. Sublandlord wishes to sublease to Subtenant, and Subtenant wishes to sublease from Sublandlord, the portion of the Master Premises known as Suites 6,7 and Reception Desk (with extra storage space), consisting of approximately 350 rentable square feet, as further described or depicted on Exhibit B attached hereto (the "Subleased Premises"), upon the terms and conditions set forth in this Sublease.

Agreement

NOW THEREFORE, the parties hereto agree to the foregoing Recitals and as follows:

1. **Subleased Premises.** As of the Commencement Date (defined below), Sublandlord hereby subleases the Subleased Premises to Subtenant, and Subtenant hereby subleases the Subleased Premises from Sublandlord, at the rent and upon all of the other terms and conditions set forth in this Sublease.

2. **Acceptance of Subleased Premises.** Subtenant hereby accepts the Subleased Premises in their condition existing as of the date hereof. Subtenant acknowledges that neither Landlord, Sublandlord nor any of their agents have made any representation or warranty as to the suitability of the Subleased Premises for the conduct of Subtenant's business.

3. **Term.** The term of this Sublease (the "Sublease Term") shall commence on June 17, 2011 (the "Commencement Date"), and shall end on the date which is 24 months following the Commencement Date (the "Expiration Date"). Subtenant shall have the right to automatically continue the terms of this lease for an additional 12 months should he choose, ending on June 16, 2014. Notwithstanding the foregoing, this Sublease shall terminate upon the termination of the Master Lease for any cause whatsoever.

4. **RENT.** Subtenant shall pay to Sublandlord monthly base rent for the Subleased Premises ("Sublease Base Rent") as follows:

Months 1-12:	\$ 500.00
Months 13-24:	\$ 515.00
Months 25-36:	\$ 530.00

Sublease Base Rent shall be payable in advance and in immediately available funds, without deduction, offset, prior notice or demand, either [check one] ☒ on the first day of each calendar month of the Sublease Term or ☐ _____. If the Sublease Term begins or ends on a day other than the first or last day of a month, Sublease Rent for any such partial month shall be prorated on a per diem basis using a 30-day month. In addition to Sublease Base Rent, Subtenant shall pay to Sublandlord, as additional rent for the Subleased Premises, Subtenant's pro rata share of the operating expenses, taxes and other additional taxes incurred under the Master Lease by Sublandlord during the Sublease Term ("**Sublease Additional Rent**"), based on the ratio that the rentable square footage of the Subleased Premises bears to the rentable square footage of the Master Premises. Sublease Additional Rent shall be payable as and when the Sublease Base Rent is due hereunder. Sublease Base Rent, Sublease Additional Rent and any other amounts payable to Sublandlord (collectively, "**Sublease Rent**") shall be paid to Sublandlord at the address to which notices to Sublandlord are to be delivered pursuant to Section 15 below.

5. Use. Subtenant shall use the Subleased Premises solely and exclusively for general office operations.

6. Security Deposit. Upon the mutual execution of this Sublease, Subtenant shall deliver to Sublandlord funds in the amount of \$ 500.00 as a security deposit under this Sublease (the "**Security Deposit**"). Sublandlord and Subtenant intend the Security Deposit to be used as security for Subtenant's faithful and diligent performance of all of Subtenant's obligations under this Sublease. The Security Deposit shall remain in Sublandlord's possession for the entire Sublease Term, and Sublandlord shall not be required to segregate it from Sublandlord's general funds. Subtenant shall not be entitled to any interest on the Security Deposit. If Subtenant fails to perform any of its obligations under this Sublease, Sublandlord may, at its option, use, apply or retain all or any part of the Security Deposit for the payment of (1) any rent in arrears; (2) any expenses Sublandlord may incur as a direct or indirect result of Subtenant's failure to perform; and (3) any other losses or damages Sublandlord may suffer as a direct or indirect result of Subtenant's failure to perform. If Sublandlord so uses or applies all or any portion of the Security Deposit, Sublandlord will notify Subtenant of such use or application and Subtenant will, within ten (10) days after the date of Sublandlord's notice, deposit with Sublandlord a sum sufficient to restore the Security Deposit to the amount held by Sublandlord immediately prior to such use or application. Subtenant's failure to so restore the Security Deposit will constitute a default under this Sublease. Provided that Subtenant has fully and faithfully performed all of its obligations under this Sublease, Sublandlord shall refund the Security Deposit, or any balance remaining, to Subtenant within thirty (30) days after the expiration or early termination of the Sublease Term and Subtenant's vacation and surrender of the Subleased Premises to Sublandlord in as good condition and repair as when Subtenant received the Subleased Premises, normal wear and tear excepted.

7. Master Lease Provisions Binding on Subtenant. This Sublease is subject and subordinate to all of the terms and conditions of the Master Lease. As of the Commencement Date, Subtenant hereby agrees to assume and perform, for the benefit of Sublandlord and Landlord, the obligations of Sublandlord as lessee in the Master Lease to the extent said terms and conditions are applicable to the Subleased Premises, except that Subtenant shall not be responsible for Sublandlord's obligation for the payment of rent, operating expenses or similar charges directly to Landlord. As applied to this Sublease, the words "City" and "Lessee" in the Master Lease will be deemed to refer to Sublandlord and Subtenant, respectively, under this Sublease. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, the terms of the

Master lease will control. Subtenant shall not commit or permit to be committed on the Subleased Premises any act or omission which violates any term or condition of the Master Lease. Subtenant shall indemnify, defend and hold harmless Sublandlord from any and all damages, claims, losses, costs and expenses (including, without limitation, reasonable attorney's fees) arising from Subtenant's breach of any of the obligations under this Sublease and the Master Lease.

8. Insurance. LESSEE shall deliver prior to the execution of this Lease to SubLandlord a current certificate of insurance for:

(1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000);

(2) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Lease. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and

(3) Workers' Compensation Insurance, as required by the laws of the State of California for all of Subtenant's employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

a. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The San Ysidro Chamber of Commerce, The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.

b. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by Sublandlord.

c. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to SUBLANDLORD. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet SUBLANDLORD requirements.

d. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Subtenant and must be disclosed and acceptable to SUBLANDLORD at the time evidence of insurance is provided.

9. Parking. Subtenant, its employees, agents, customers and visitors shall have, during the term of this Sublease and at no additional charge to Subtenant, the non-exclusive right to use non-reserved parking space(s) in the parking lot located on the Master Premises.

10. Rules and Regulations. Subtenant shall comply with all reasonable rules and regulations relating to the use of the Master Premises to the extent such rules and regulations are not inconsistent with the provisions of this Sublease.

11. Equal Opportunity. Subtenant shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations. Subtenant shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Upon Landlord's or Sublandlord's request, Subtenant shall submit a current Workforce Report and, if required, an Equal Opportunity Plan which set forth the actions Subtenant will take to achieve the Landlord's goals for the employment of African Americans, Native Americans, Asians, Latinos, women, and people with disabilities. Subtenant shall cause the foregoing provisions to be inserted in all subleases and all contracts for any work covered by this Sublease so that such provisions will be binding upon each sublessee and contractor.

12. Disabled Access Compliance. Subtenant shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code", as defined in Title 24 of the California Health and Safety Code), the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. Subtenant's compliance shall include without limitation the following: (a) Subtenant shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment; (b) No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Subtenant; (c) Subtenant shall post a statement addressing the requirements of the ADA in a prominent place at the work site; (d) Where required by law, Subtenant shall, at Subtenant's sole cost and in conformance with all applicable building codes, comply with Landlord's disabled access requirements by making accessible any areas of the Subleased Premises which deny access to disabled persons; and (e) Subtenant shall include language in all sublease agreements indicating the sublessee's agreement to abide by the foregoing provisions.

13. Entire Agreement. There are no oral or side agreements among the parties affecting this Sublease, and this Sublease contains the entire agreement of the parties regarding the sublease to Subtenant.

14. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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If to Sublandlord:

Attn: Jason M. Wells
San Ysidro Chamber of Commerce
663 E. San Ysidro Blvd.
San Ysidro, CA 92173

If to Subtenant:

16. Amendments. No amendments, changes or modifications shall be made to this Sublease without the written agreement of Sublandlord and Subtenant and the written consent of Landlord.

17. Brokers. Sublandlord and Subtenant each warrants to the other and to Landlord that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Sublease. Sublandlord and Subtenant each hereby agrees to indemnify, defend and hold the other and Landlord harmless from and against any losses, causes of action, liabilities, damages, claims, demands, costs and expenses (including attorneys' fees), incurred or to be incurred by reason of any other brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

18. Successors and Assigns. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, subject at all times, however, to all agreements and restrictions contained in the Master Lease respecting assignments, sublettings and other transfers of the Subleased Premises.

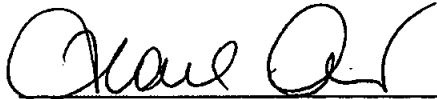
19. Severability. The terms, conditions, covenants and provisions of this Sublease shall be deemed to be severable. If any clause or provision of this Sublease shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Consent By Landlord. Notwithstanding any other provision hereof, this Sublease shall be of no force or effect unless and until the first date on which this Sublease has been executed by both Sublandlord and Subtenant and consented to in writing by Landlord (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the Effective Date.

Sublandlord:

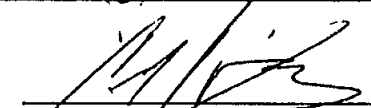
SAN YSIDRO CHAMBER OF COMMERCE,
a California 501(c)(6) nonprofit corporation

By: 

Name: Israel Adato
Title: President of the Board

Subtenant:

SAN YSIDRO BUSINESS ASSOCIATION
501(c)(6)

By: 

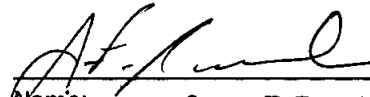
Name: CARLOS VASQUEZ
Title: EXECUTIVE DIR.

Consent of Landlord

Landlord hereby consents to the sublease of the Subleased Premises described in this Sublease to Subtenant on the terms set forth herein (including without limitation, the use set forth in Section 5 above), without waiver of the restriction in the Master Lease concerning further subletting.

THE CITY OF SAN DIEGO, a California municipal corporation

By:



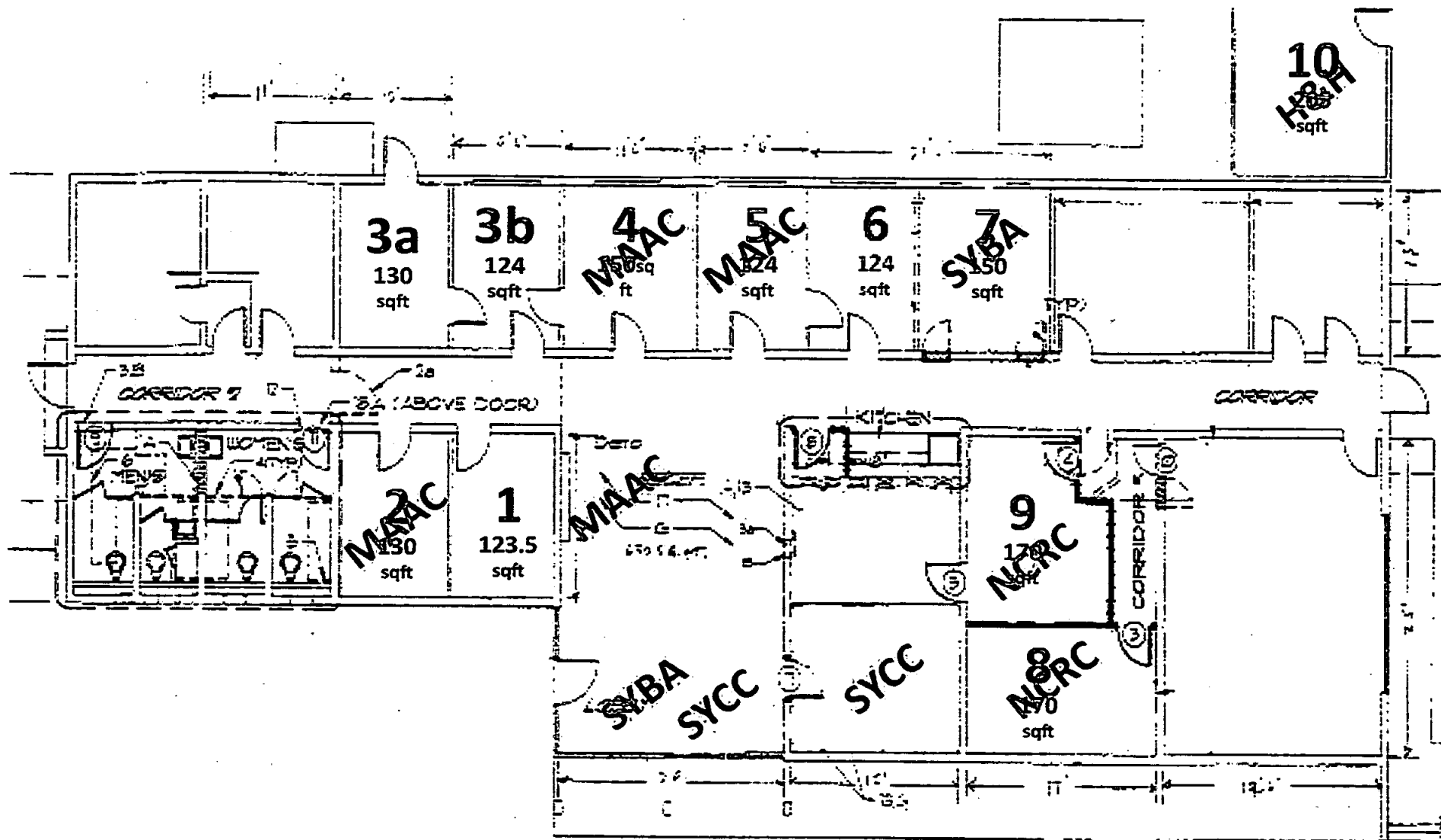
Name: **James F. Barwick, CCIM**
Title: **Director, Real Estate Assets**

Date: 2/28, 2012

EXHIBIT A

Subleased Premises

[description and/or depiction to be attached]



SCALE: 1/8"

LEGEND (PROPOSED)