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OCCR Brea One-Stop
 America Works of California, Inc.
 675 Placentia Avenue, Suite 300, 315, 330 and 350
 Brea, CA 92821

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (Sublease) is made and entered into on _____, 2024 (“**Effective Date**”), by and between AMERICA WORKS OF CALIFORNIA, INC, a California for-profit corporation (hereinafter referred to as “**Sublessee**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Sublessor**”), without regard to number and gender. County and Sublessee may sometimes hereinafter be referred to individually as “**Party**” or jointly as “**Parties**.”

RECITALS

A. The County, as tenant, entered into a lease agreement on November 8, 2022 (“**Master Lease**”), with T- C FAIRWAY CENTER II LLC, a Delaware limited liability company known as NUVEEN (“**Owner**”), for office space on a portion of the first (1st) and third (3rd) floors of that certain three-story Building located at 675 Placentia Avenue, Suite 300-350, in Brea, California (“**Sublessor’s Premises**”).

B. Consistent with the Master Lease and with the County’s permission, Sublessee has occupied Sublessor’s Premises in order to provide services pursuant to the Service Agreement with the County.

C. The County, as a participant in the Orange County Workforce Solutions program and the One-Stop Center concept, proposes to formally memorialize the sublease, within a portion of Sublessor’s Premises, approximately twenty-six thousand five hundred and sixty (26,560) RSF of office space to Sublessee.

1. DEFINITIONS (SRLic-1.0 S)

The following words in this Sublease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Sublessee, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to Sublessee, such other person as shall be designated by the County Executive Officer.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Sublessee, such other person or entity as shall be designated by the Board of Supervisors.

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“**Director of OCCR**” or “**Director**” means the Director, Orange County Community Resources, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**OCCR**” means the Orange County Community Resources, County of Orange or designee, or upon written notice to Sublessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**OCCR Manager**” means the Manager, Orange County Community Resources, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Director of the Orange County Community Resources Agency.

“**Service Agreement**” means that certain contract, identified as CONTRACT NO.20-28-0073-OSO, attached as Exhibit C, together with its Attachments and Exhibits that specifies the contractual terms and conditions with the County and identifies the services to be provided by Sublessee, or as such Service Agreement maybe be updated or amended from time to time in accordance with the provisions of Exhibit C.

“**Treasurer-Tax Collector**” means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Sublessor, such other person or entity as shall be designated by the Board of Supervisors.

2. SUBLEASE AREA (SRLic-1.1 S)

County grants to Sublessee the right to use approximately twenty-six thousand five hundred and sixty (26,560) rentable square feet (“**RSF**”) in that certain County leased property, Sublessor’s Premises, located at 675 Placentia Avenue, Brea, California 92821 as described in Exhibit A and as shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof (hereinafter referred to as the “**Sublease Area**”), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, parking, other facilities and common areas appurtenant to the Sublease Area. This right also includes reasonable and non-exclusive right to access the Sublease Area.

3. USE (SRLic-1.2 S)

Sublessee's use of the Sublease Area shall be limited to administrative and general office purposes and employment training within the Sublease Area.

Sublessee agrees not to use the Sublease Area for any other purpose nor to engage in or permit any other activity within or from the Sublease Area. Sublessee further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the Sublease Area, not to commit or permit to be committed waste on the Sublease Area, and to comply with all governmental laws and regulations in connection with its use of the Sublease Area.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE SUBLEASE AREA. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE SUBLEASE AREA.

4. COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 N)

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County reserves the right, without unreasonable interference, to access and use the Sublease Area for County use as well as to confirm that Sublessee is using the Sublease Area consistent with those uses articulated in Clause 3 (USE). Sublessee shall cooperate with County during County's access and use of the Sublease Area.

5. PARKING (SRLic-1.4 S)

Sublessee's shall have the free and non-exclusive right to use parking stalls depicted and consistent with the parking shown on Exhibit B. The location and any rules or instructions for use of these parking space(s) shall be determined by the County.

6. TERMINATION OF PRIOR AGREEMENTS (SRLic-1.5 N)

It is mutually agreed that this Sublease shall terminate and supersede any prior agreements between the Parties hereto covering all or any portion of the Sublease Area. Notwithstanding the foregoing, this provision shall not release Sublessee from any obligations under the prior agreements to be performed through the Commencement Date of this Sublease or from any obligations of indemnification based upon events occurring prior to the effective date of this Sublease.

7. TERM (SRLic-1.6 N)

This Sublease shall commence on July 1, 2024 (“**Commencement Date**”) and shall run concurrently with the Service Agreement and continue in effect until terminated in accordance with Clause 8 (TERMINATION) of this Sublease or when the Service Agreement (including any extensions or amendments thereof) terminates consistent with General Terms and Conditions – Clause K (TERMINATION) of the Service Agreement, whichever occurs first.

This Sublease will remain in affect so long as there is a valid Service Agreement and so long as the Term does not exceed a maximum of ten (10) years without additional County approval.

8. TERMINATION (SRLic-1.7 N)

This Sublease shall be revocable by County at any time that the Sublessee breaches the terms and conditions of this Sublease or the Service Agreement; however, as a courtesy County will attempt to give thirty (30) days written notice to Sublessee prior to the termination date. Should the Service Agreement fail to be renewed, expire or terminate, this Sublease shall automatically terminate concurrently therewith without further action.

If the Master Lease is terminated, County shall provide notice to Sublessee of said termination which will terminate this Sublease immediately therewith without further notice.

9. SUBLEASE FEE (SRLic-1.8 N)

Sublessee agrees to pay County as rent for the use of the Sublease Area the sum of seventy-six thousand six hundred and ninety-two and 40/100 dollars (\$76,692.40) per month commencing on the Commencement Date and adjusted pursuant to the Rent Adjustment Schedule shown in Exhibit F, which is attached hereto and by reference made a part hereof (“**Sublease Fee**”).

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Said Sublease Fee shall be payable in advance, without prior notice or demand, on the first day of each calendar month while this Sublease is in effect, without deduction or offset, in lawful money of the United States.

In the event the obligation to pay the Sublease Fee begins or terminates on some day other than the first or last day of the month, the fee shall be prorated to reflect the actual period of use based on a thirty (30) day month. The Sublease Fee for any partial calendar month during which this Sublease is effective will be payable on the Effective Date or the termination date, whichever is applicable.

Sublessee shall pay any Additional Rent in accordance with this Clause. “**Additional Rent**” consists of any additional charges under the Clause 15 (CONSTRUCTION AND/OR ALTERATION BY SUBLESSEE) of this Sublease.

10. PAYMENT PROCEDURE (SRLic-1.9 N) –

The Sublease Fee and other payments due under this Sublease shall be delivered to:

County of Orange
County Administration North
CEO Fiscal Services/CEO Real Estate
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701

The designated place of payment may be changed at any time by the County upon ten (10) days’ written notice to Sublessee. Sublease Fee payments made by check are to be made payable to “County of Orange.” Sublessee assumes all risk of loss if payments are made by mail.

No payment by Sublessee or receipt by County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and County shall accept such check or payment without prejudice to County's right to recover the balance of said payment or pursue any other remedy in this License. Nor shall County’s acceptance of a lesser amount due or delay in pursuing full payment act as a legal bar against County’s recovery of any amount due under this License.

All sums due under this Sublease shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand.

11. CHARGE FOR LATE PAYMENT (SRLic-2.0 N)

Sublessee hereby acknowledges that late payment of sums due hereunder will cause County to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment pursuant to this Sublease is not received by County by the due date, a late charge of 1.5% of the payment due and unpaid plus one hundred dollars (\$100) shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of

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1.5% of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

Sublessee and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Sublessee's late payment.

Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Sublessee's default with respect to such overdue payment, nor act as a legal bar or otherwise prevent County from exercising any of the other rights and remedies granted hereunder.

12. SUBLEASE ADMINISTRATIVE COST (SRLic-2.1 N) – *Intentionally Omitted*

13. MAINTENANCE OBLIGATIONS OF SUBLESSEE - CONDITIONS AND CARE OF SUBLEASE AREA (SRLic-2.2 N)

Sublessee shall keep the Sublease Area clean and in good repair during any time which Sublessee, its agents, employees, invitees, or permittees use the Sublease Area at its sole cost and expense. Except as otherwise expressly set forth in this Sublease, Sublessee shall be responsible for all costs relating to the operation and maintenance of the Sublease Area.

Pursuant to the Master Lease, which is attached hereto and by this reference made a part hereof as Exhibit D, Sublessor and Owner have various responsibilities for repairs and maintenance to and within the Premises and common areas. Sublessor and Owner shall provide services, repairs and maintenance within the Premises at their own respective cost and expense (including, but not limited to the repair and maintenance of the HVAC system, plumbing, fire extinguishers, pest control) consistent with Exhibit D. Sublessor shall use its best efforts to cause Owner to provide the repairs and maintenance to the Premises required by the Master Lease. Provided, however, County shall repair any damage caused County negligence in its use of the Premises.

Additionally, the Owner shall provide janitorial supplies and services to the Premises consistent with the Master Lease, Exhibit D, and Sublessor shall use its best efforts to cause Owner to provide said required janitorial supplies and services.

14. UTILITIES AND JANITORIAL (SRLic-2.3 N)

Sublessee shall be responsible for surveillance and security camera service, including use of panic buttons, telephone service, cable service, internet service, copiers and any other costs not provided for in this section. Sublessee shall be responsible for any other costs, taxes, and/or assessments (not including possessory interest assessments which are addressed in Clause 28 (TAXABLE POSSESSORY INTEREST ASSESSMENTS)) not provided for in this clause.

15. CONSTRUCTION AND/OR ALTERATION BY SUBLESSEE (SRLic-2.4 N)

County's Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Sublease Area without prior written consent of County. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the County as a condition to granting such consent, shall be conditions hereof as though originally stated herein.

Strict Compliance with Plans and Specifications. All improvements constructed by Sublessee within the

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Sublease Area shall be constructed in strict compliance with detailed plans and specifications approved by County and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, and Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County.

Sublessee may, during the Term of the Sublease, request County to make improvements or services to the Sublease Area, at County's sole discretion and approval, herein defined as "**Additional Services**". All such improvements, services and any Additional Services requested by Sublessee shall be reimbursed in a lump sum as Additional Rent by Sublessee upon receipt by Sublessee from County of a written claim for such reimbursement. The claim amount shall be reimbursed by Sublessee at the same time as the next scheduled monthly Sublease Fee payment following the date of such claim.

16. OWNERSHIP OF IMPROVEMENTS (SRLic-2.5 S)

All improvements, exclusive of trade fixtures, constructed, or placed within the Sublease Area by Sublessee ("**Sublessee Improvements**") must, upon completion, be free and clear all liens, claims, or liability for labor or material and at County's option shall be the property of County's at the termination of this Sublease. County retains the right to require Sublessee, at Sublessee's cost, to remove all of Sublessee's Improvements located on the Sublease Area at the expiration or termination hereof. In the event that Sublessee fails to remove said Sublessee Improvements within fifteen (15) days following receipt of written notice from County to do so, such Sublessee Improvements will be deemed abandoned and Sublessee shall lose all right, title and interest in and thereto, and County may elect (i) at Sublessee's cost, to remove, demolish, or otherwise dispose of some or all of such items or (ii) sell or make use of any or all such items.

17. MECHANICS LIENS OR STOP-NOTICES (SRLic-2.6 S)

Sublessee shall at all times indemnify, defend with counsel approved in writing by County and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Sublease Area, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a lien or stop-notice is imposed upon the Sublease Area as a result of such construction, repair, alteration, or installation, Sublessee shall either:

- A. Record a valid Release of Lien, or
- B. Procure and record a bond in accordance with sections 8424 or 9364 of the Civil Code, which frees the Sublease Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Sublessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the Sublease shall be in default and shall be subject to immediate termination.

18. OPERATIONAL REQUIREMENTS OF SUBLESSEE (SRLic-2.7 S)

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Sublessee shall, to the satisfaction of County, keep and maintain the Sublease Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be Sublessee's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

Sublessee expressly agrees to maintain the Sublease Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of County and in compliance with all applicable laws. Sublessee further agrees to provide approved containers for trash and garbage and to keep the Sublease Area free and clear of rubbish and litter. County shall have the right to enter upon and inspect the Sublease Area at any time to verify conformity with any terms and conditions of this Sublease including cleanliness and safety.

Sublessee shall designate in writing to County an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order.

If Sublessee fails to maintain or make repairs or replacements as required herein, County may notify Sublessee in writing of said failure. Should Sublessee fail to correct the situation within three (3) business days thereafter, County may make or cause to be made the necessary correction, and the cost thereof, including, but not limited to, the cost of labor, materials, equipment, and administration, shall be paid by Sublessee within ten (10) days of receipt of a statement of said cost from County. County may, at County's option, choose other remedies available herein, or by law.

Upon expiration or termination of the Sublease, the Sublease Area must be returned to its original condition, unless otherwise specified in writing by County, and the Sublessee is solely responsible for any costs or damages.

19. INSURANCE (SRLic-2.8 S)

Sublessee agrees to purchase all required insurance at Sublessee's expense and to deposit with the County certificates of insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Sublease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County during the entire term of this Sublease. Sublessee shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this Sublease and annually throughout the Term, as necessary to: insurance.ceore@ocgov.com

Sublessee agrees that Sublessee shall not operate on the Sublease Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the County. In no cases shall assurances by Sublessee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The County will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Sublessee also agrees that upon cancellation, termination, or expiration of Sublessee's insurance, County may take whatever steps are necessary to interrupt any operation from or on the Sublease Area until such time as the County reinstates the Sublease.

If Sublessee fails to provide the County with a valid certificate of insurance and endorsements, or binder at any time during the term of the Sublease, County and Sublessee agree that this shall constitute a material breach of the Sublease. Whether or not a notice of default has or has not been sent to Sublessee, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the Sublease Area, and to prevent any persons, including, but not limited to, members of the general public, and Sublessee's employees and agents, from entering the Sublease Area until such time as the Chief Real

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Estate Officer is provided with adequate evidence of insurance required herein. Sublessee further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

Sublessee may occupy the Sublease Area only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this Sublease. County reserves the right to terminate this Sublease at any time Sublessee's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. Sublessee shall pay County a fee of two hundred dollars (\$200.00) for processing the reinstatement of the Sublease. Sublessee shall provide to County immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of Sublessee pursuant to this Sublease shall obtain insurance subject to the same terms and conditions as set forth herein for Sublessee. Sublessee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Sublessee under this Sublease. It is the obligation of the Sublessee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Sublease Area. Such proof of insurance must be maintained by Sublessee through the entirety of this Sublease and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Sublessee's current audited financial report. If Sublessee's SIR is approved, Sublessee, in addition to, and without limitation of, any other indemnity provision(s) in this Sublease, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Sublessee's, its agent's, employee's, or subcontractor's performance of this Agreement, Sublessee shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Sublessee's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Sublessee's SIR provision shall be interpreted as though the Sublessee was an insurer and the County was the insured.

If the Sublessee fails to maintain insurance acceptable to the County for the full term of this Sublease, the County may terminate this Sublease.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be Subleased to do business in the state of California (California Admitted Carrier).

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If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Sublessee shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12-month limit.	100% of the Replacement Cost Value and no coinsurance provision

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, agents* as Additional Insureds. Blanket coverage may also be provided which will state- *As Required By Written Agreement*.

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- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Sublessee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees*. Blanket coverage may also be provided which will state- *As Required By Written Agreement*.

All insurance policies required by this Sublease shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

Sublessee shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Sublease, upon which the County may suspend or terminate this Sublease.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the County address provided in the Clause 49 (NOTICES) below or to an address provided by the Chief Real Estate Officer. Sublessee has ten (10) business days to provide adequate evidence of insurance or this Sublease may be cancelled.

County expressly retains the right to require Sublessee to increase or decrease insurance of any of the above insurance types throughout the term of this Sublease. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Sublessee in writing of changes in the insurance requirements. If Sublessee does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Sublease may be in breach without further notice to Sublessee, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Sublessee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Sublease, nor in any way to reduce the policy coverage and limits available from the insurer.

20. INDEMNIFICATION (SRLic-2.9 S)

Sublessee hereby agrees to indemnify, hold harmless, and defend, County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, costs, expenses, or liability arising out of the ownership, maintenance, or use of the Sublease Area, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

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In the event County is named as co-defendant, Sublessee shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Sublessee shall pay the County's litigation costs, expenses, and attorneys' fees. In the event judgment is entered against County and Sublessee because of the concurrent negligence of County and Sublessee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

21. HAZARDOUS MATERIALS (SRLic-3.0 S)

Definition of Hazardous Materials. For purposes of this Sublease, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California, or the United States government.

Use of Hazardous Materials. Sublessee or Sublessee's employees, agents, independent contractors, or invitees (collectively "**Sublessee Parties**") shall not cause or knowingly permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment, or disposed of on, under, from, or about the Sublease Area (which for purposes of this Clause 21 shall include the subsurface soil and ground water). Notwithstanding the foregoing, Sublessee may keep on or about the Sublease Area small quantities of Hazardous Materials which are customarily used in connection with any permitted use of the Sublease Area under this Sublease (which Hazardous Materials shall be used and disposed of in compliance with all applicable Laws).

Sublessee Obligations. If the presence of any Hazardous Materials on, under or about the Sublease Area caused or permitted by Sublessee or Sublessee Parties results in (i) injury to any person, (ii) injury to or contamination of the Sublease Area (or a portion thereof), or (iii) injury to or contamination of any adjacent real or personal property, Sublessee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Sublease Area to the condition existing prior to the introduction of such Hazardous Materials to the Sublease Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this Sublease, Sublessee shall pay the cost of any cleanup or remedial work performed on, under, or about the Sublease Area as required by this Sublease or by applicable laws in connection with the removal, disposal, neutralization, or other treatment of such Hazardous Materials caused or permitted by Sublessee or Sublessee Parties. Notwithstanding the foregoing, Sublessee shall not take any remedial action in response to the presence, discharge, or release, of any Hazardous Materials on, under, or about the Sublease Area caused or permitted by Sublessee or Sublessee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the Chief Real Estate Officer. All work performed or caused to be performed by Sublessee as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, and other requirements for such work reasonably approved by County.

22. BEST MANAGEMENT PRACTICES (SRLic-3.1 S)

Sublessee and all of its agents, employees and contractors shall conduct operations under this Sublease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to

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ensure that pollutants do not directly impact “**Receiving Waters**” (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays, and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits (“**Stormwater Permits**”) to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as “**County Parties**”) which regulate the discharge of urban runoff from areas within the County of Orange, including the Sublease Areas and Access Area under this Sublease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in a cost effective manner. These BMPs are found within the County’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-storm water discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this Sublease include the BMP Fact Sheets that are attached hereto and by reference made a part hereof as Exhibit D, which exhibit is attached hereto and by reference made a part hereof. These BMP Fact Sheets may be modified during the term of the Sublease; and the Director of Orange County Public Works or Sublessor shall provide Sublessee with any such modified BMP Fact Sheets. Sublessee, agents, contractors, representatives, and employees and all persons authorized by Sublessee to conduct activities on the Sublease Area shall, throughout the term of this Sublease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Sublease commences or as the Stormwater Permits may be modified. The BMPs applicable to uses authorized under this Sublease must be performed as described within all applicable BMP Fact Sheets.

Sublessee may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director of Orange County Public Works or Sublessor for review and approval prior to implementation.

The Chief Real Estate Officer or authorized representative may enter the Sublease Area and Access Area and/or review Sublessee’s records at any time to assure that activities conducted on the Sublease Area and Access Area comply with the requirements of this Clause 22 (BEST MANAGEMENT PRACTICES). Sublessee may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Clause 22.

23. WATER QUALITY MANAGEMENT PLAN (SRLic-3.2 S)

While the Sublessee is permitted to use the existing sewer and drainage system within the Sublease Area and Access Area for outflows permitted under applicable law, County reserves the right to require Sublessee to participate in a water quality management plan to minimize impacts on Harbor and ocean waters. Said water quality management plan shall be implemented by the Director of Orange County Public Works or Sublessor. Notwithstanding the foregoing, if County requires Sublessee to participate in a Harbor-wide

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water quality management plan, the equitable share of the costs associated therewith which are allocated to the Sublease Area and Access Area shall be amortized over the useful life of any water, drainage, sewer, or other improvements to be constructed pursuant thereto, and Sublessee shall be responsible for the portion of such amortized costs which relate to the remaining term of the Sublease including any options for extended terms of the Sublease whether or not such options have yet been exercised.

24. LIMITATION OF THE SUBLEASE (SRLic-3.3 S)

This Sublease and the rights and privileges granted Sublessee in and to the Sublease Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the Sublease Area. Nothing contained in this Sublease or in any document related hereto shall be construed to imply the conveyance to Sublessee of rights in the Sublease Area which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Sublease Area or County's interest therein. Sublessee has accepted the Sublease Area in its "as is"/"where is" condition.

25. UNLAWFUL USE (SRLic-3.4 S)

Sublessee agrees no improvements shall be erected, placed upon, operated, nor maintained on the Sublease Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Sublease, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

Further, all uses of the Sublease Area by Sublessee shall be conducted in accordance with all applicable law, ordinance, or regulation, including but not limited to any "**Environmental Laws.**" "Environmental Laws" means any federal, state, or local statute, ordinance, rule, regulation, order, consent decree, judgment, or common-law doctrine, and provisions and conditions of permits, licenses, and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals, or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges, or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use, or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage, and disposal.

26. RESERVATIONS TO COUNTY (SRLic-3.5 S)

The Sublease Area is accepted as is and where is by Sublessee subject to any and all existing easements, encumbrances and physical characteristics. Sublessee acknowledges that except as specifically herein provided, neither County nor any of its employees, agents, or representatives has made any representations, warranties, or agreements to or with Sublessee on behalf of County as to any matters concerning the Sublease Area, access to the Sublease Area, the present use thereof, or the suitability of Sublessee's intended use of the Sublease Area. Without limiting County's rights with respect to the Sublease Area, County reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under, and along the Sublease Area or any part thereof, and to enter the Sublease Area for any and all such purposes. County also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, under, and along any and all portions of the Sublease Area. No right reserved by County in this Clause 26 shall be so exercised as to interfere

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unreasonably with Sublessee's use hereunder.

County agrees that rights granted to their parties by reason of this Clause 26 shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. County further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the Sublease Area by Sublessee, any Sublease Fee shall be reduced in proportion to the interference with Sublessee's use of the Sublease Area.

27. NO ASSIGNMENT, SUBAGREEMENTS (SRLic-3.6 N)

The Sublease granted hereby is personal to Sublessee and any assignment of said sublease by Sublessee, voluntarily or by operation of law, shall automatically terminate the Sublease granted hereby. Subleases are not authorized under this Sublease. Any unauthorized sublease shall be null and void and shall automatically terminate this Sublease.

Sublessee may sublicense, with prior written approval by County, consistent with the terms and conditions of the Service Agreement and this Sublease only.

28. TAXABLE POSSESSORY INTEREST ASSESSMENTS (SRLic-3.7 S)

Should this Sublease create any possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all assessments associated with said taxable possessory interest shall be the full responsibility of the Sublessee, and Sublessee shall cause said assessments to be paid promptly.

29. LABOR CODE COMPLIANCE (SRLic-3.8 S)

Sublessee acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the term of this Sublease or any such future improvements or modifications performed by Sublessee shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Sublessee shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Sublease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. Sublessee shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Sublease Area. Sublessee shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Sublessee shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request Sublessee shall provide the County updated certified payroll records for

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all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If Sublessee neglects, fails, or refuses to provide said payroll records to the County, upon request, such occurrence shall constitute an event of default of this Sublease and County may, notwithstanding any other termination provisions contained herein terminate this Sublease upon written notice to Sublessee.

30. RIGHT TO WORK AND MINIMUM WAGE LAWS (SRLic-3.9 S)

In accordance with the United States Immigration Reform and Control Act of 1986, Sublessee shall require its employees that directly or indirectly service the Sublease Area or terms and conditions of this Sublease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Sublessee shall also require and verify that its contractors or any other persons servicing the Sublease Area or terms and conditions of this Sublease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Division 2, Parts 4 and 7, Sublessee shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Sublease Area, in any manner whatsoever. Sublessee shall require and verify that all its contractors or other persons servicing the Sublease Area on behalf of the Sublessee also pay their employees no less than the greater of the Federal or California Minimum Wage.

Sublessee shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Sublease Area or terms and conditions of this Sublease.

Notwithstanding the minimum wage requirements provided for in this Clause 30, Sublessee, where applicable, shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of the Labor Code of the State of California.

31. SIGNS (SRLic-4.0 S)

Sublessee agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon Sublease Area except as approved by the OCCR Manager and Chief Real Estate Officer. Unapproved signs, banners, flags, etc., may be removed.

32. AUTHORITY (SRLic-4.1 S)

The persons executing the Sublease below on behalf of County or Sublessee warrant that they have the power and authority to bind County or Sublessee to this Sublease.

33. SUBLEASE ORGANIZATION (SRLic-4.2 S)

The various headings and numbers herein, the grouping of provisions of this Sublease into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

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34. AMENDMENTS (SRLic-4.3 S)

This Sublease is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this Sublease shall be in writing and shall be properly executed by both Parties.

35. PARTIAL INVALIDITY (SRLic-4.4 S)

If any term, covenant, condition, or provision of this Sublease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

36. WAIVER OF RIGHTS (SRLic-4.5 S)

The failure of Sublessee or County to insist upon strict performance of any of the terms, covenants, or conditions of this Sublease shall not be deemed a waiver of any right or remedy that Sublessee or County may have, and shall not be deemed a waiver of the right or act as a legal bar to require strict performance of all the terms, covenants, and conditions of the Sublease thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Sublease. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

37. GOVERNING LAW AND VENUE (SRLic-4.6 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

38. ATTORNEYS' FEES (SRLic-4.7 S)

In the event of a dispute between County and Sublessee concerning claims arising out of this Sublease, or in any action or proceeding brought to enforce or interpret any provision of this Sublease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

39. TIME OF ESSENCE (SRLic-4.8 S)

Time is of the essence of this Sublease Agreement. Failure to comply with any time requirements of this Sublease shall constitute a material breach of this Sublease.

40. INSPECTION (SRLic-4.9 S)

County or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this Sublease are being complied with.

41. INSPECTION OF SUBLEASE AREA BY A CERTIFIED ACCESS SPECIALIST (SRLic-5.0 S)

A Certified Access Specialist (CASp) can inspect the subject Sublease Area and determine whether the subject Sublease Area comply with all of the applicable construction-related accessibility standards under

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state law. Although state law does not require a CASp inspection of the subject Sublease Area, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Sublease Area for the occupancy or potential occupancy of the Sublessee, if requested by the Sublessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Sublease Area.

Pursuant to California Civil Code 1938, County hereby represents that the Sublease Area has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the Sublease Area, County shall correct such non-compliance at County's cost.

42. PERMITS AND LICENSES (SRLic-5.1 S)

Sublessee shall be required to obtain and maintain throughout the Term of this Sublease any and all permits and/or licenses which may be required in connection with the operation of the Sublease Area as set out herein. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Sublessee's obligations hereunder, nor shall any approvals or consents given by County, as a Party to this Sublease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

43. PAYMENT CARD COMPLIANCE (SRLic-5.2 S) – *intentionally omitted*

44. NONDISCRIMINATION (SRLic-5.3 S)

Sublessee agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Sublease. Sublessee shall make its accommodations and services available to the public on fair and reasonable terms.

45. CONDITION OF SUBLEASE AREA UPON TERMINATION (SRLic-5.4 S)

Except as otherwise agreed to herein or in subsequent approval in writing by Sublessor, upon termination of this Sublease, Sublessee shall redeliver possession of said Sublease Area to County in substantially the same condition that existed immediately prior to Sublessee's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

46. DISPOSITION OF ABANDONED PERSONAL PROPERTY (SRLic-5.5 S)

If Sublessee abandons the Sublease Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Sublessee and left on the Sublease Area ten (10) days after such event shall be deemed, at County's option, to have been transferred to County. County shall have the right to remove and to dispose of such personal property without liability therefor to Sublessee or to any person claiming under Sublessee and shall have no need to account therefor.

47. PUBLIC RECORDS (SRLic-5.6 S)

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Any and all written information submitted to and/or obtained by County from Sublessee or any other person or entity having to do with or related to this Sublease and/or the Sublease Area, either pursuant to this Sublease or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act, Government Code sections 7920.000, et seq. as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Sublessee hereby waives, for itself, its agents, employees and any person claiming by, through or under Sublessee, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Sublessee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

48. RELATIONSHIP OF PARTIES (SRLic-5.7 S)

The relationship of the Parties hereto is that of Sublessor and Sublessee, and it is expressly understood and agreed that County does not in any way or for any purpose become a partner of or a joint venture with Sublessee in the conduct of Sublessee's business or otherwise, and any provisions of this Sublease and the agreements relating to money payable hereunder are included solely for the purpose of providing a method by which such payments are to be measured and ascertained.

49. NOTICES (SRLic-5.8 S)

All written notices pursuant to this Sublease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: County

County of Orange, CEO Real Estate
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

To: Sublessee

America Works of California, Inc.
228 East 45th Street, 16th floor,
New York, NY 10017

With a copy to:

OCCR – Community Investment Division
1300 S. Grand Avenue, Building B
Santa Ana, CA 92705
Attn: Executive Director, Orange County
Workforce Development Board

Any and all insurance related mail shall include the Sublease number and project name and Sublessee shall mail all insurance certificates and insurance-related correspondence to: insurance.ceore@ocgov.com.

50. LIMITATION OF THE SUBLEASEHOLD (N)

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This Sublease and the rights and privileges granted Sublessee in and to the Sublease Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Sublease or in any document related hereto shall be construed to imply the conveyance to Sublessee of rights in the Sublease Area which exceed those owned or leased by County under the Master Lease, or any representation or warranty, either express or implied, relating to the nature or condition of the Sublease Area or County's interest therein. Sublessee has accepted the Sublease Area in its "as is" / "where is" condition.

51. ATTACHMENTS TO SUBLEASE (SRLic-6.0 S)

This Sublease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – Sublease Area Description

Exhibit B – Sublease Area Depiction

Exhibit C – Service Agreement

Exhibit D – Master Lease

Exhibit E – Best Management Practices

Exhibit F – Rent Adjustment Schedule

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This Sublease may be executed in one or more counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Sublease the day and year first above written.

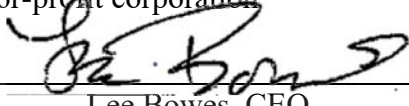
APPROVED AS TO FORM:

SUBLESSEE

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

AMERICA WORKS OF CALIFORNIA, INC, a
California for-profit corporation

By: Lauren Kramer DocuSigned by:
Lauren Kramer
5CE9F49928D24E3...
Deputy

By: 
Lee Böwes, CEO

Date: May 10, 2024

By: _____

RECOMMENDED FOR APPROVAL:

OC COMMUNITY RESOURCES

By: Dylan Wright DocuSigned by:
Dylan Wright
6025B737A9184E6...
Director of OC Community Resources

COUNTY EXECUTIVE OFFICE

By:  DocuSigned by:
Thana Tijilla
D174858124334FA...
Real Estate Manager

*** Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County: Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

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SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD
PER GC § 25103, RESO. 79-1535

Attest:

COUNTY

COUNTY OF ORANGE

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

Chairman of the Board of Supervisors
Orange County, California

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EXHIBIT A

SUBLEASE AREA DESCRIPTION

PROJECT NO: CEO/ALS/OCCR-022-027

PROJECT: OCCR One-Stop Center / OC Workforce Solutions

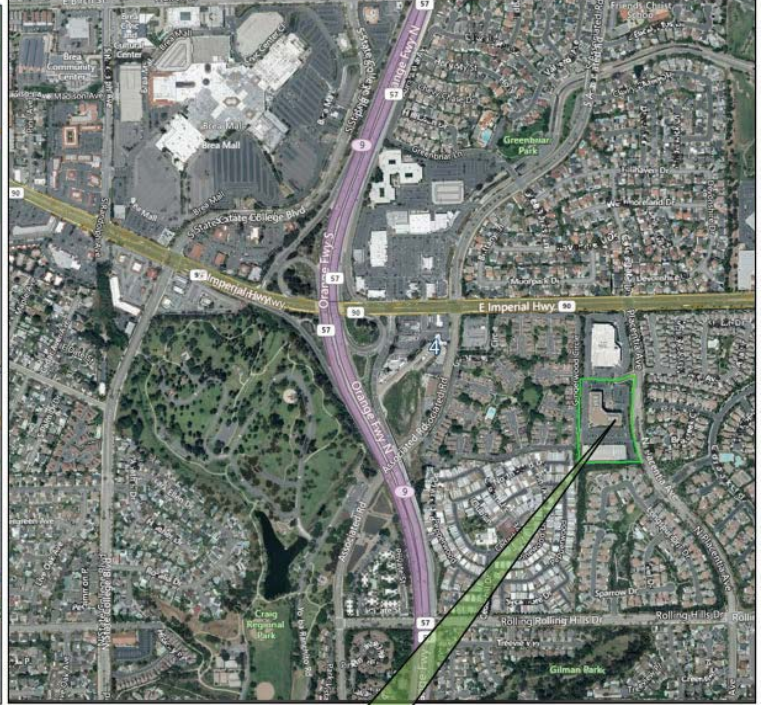
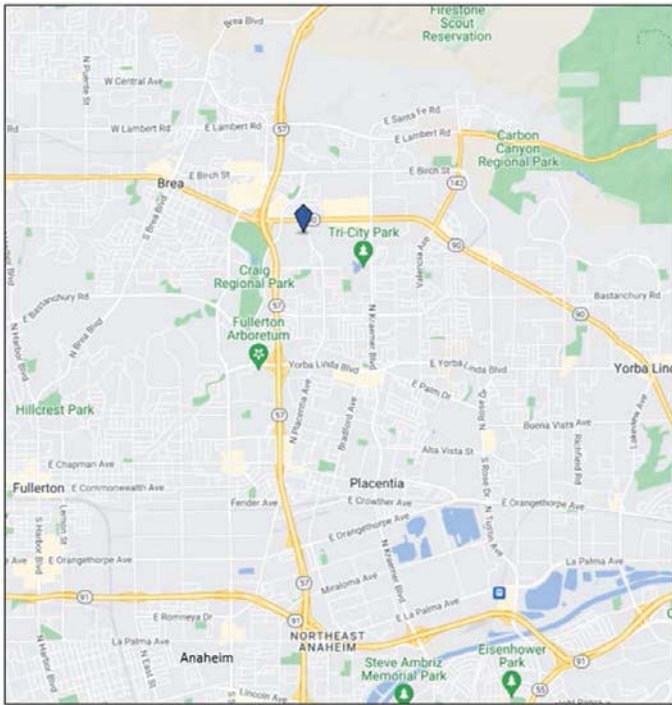
All the Sublease Area shown on a plot plan marked Exhibit B, attached hereto and made a part hereof, being approximately 26,650 rentable square feet of office space, within suites commonly known as Suites 300, 315, 330 and 350, collectively the Sublease Area, located on the third (3rd) floor of that certain three-story building located at 675 Placentia Avenue, in the city of Brea, County of Orange, State of California, together with non-exclusive, in common use of parking spaces, as unreserved and/or designated visitor parking on the Sublease Area as shown on Exhibit B, elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, parking, , other facilities and common areas appurtenant to the Premises.

NOT TO BE RECORDED

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EXHIBIT B

SUBLEASE AREA DEPICTION



**Subject Premises:
675 Placentia Avenue
Brea, CA 92821**

**675 Placentia Avenue
Brea, CA 92821**

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EXHIBIT B (CONTINUED)

SUBLEASE AREA DEPICTION



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EXHIBIT B (CONTINUED) SUBLEASE AREA DEPICTION PARKING



675 Placentia Avenue, Brea, CA 92821



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EXHIBIT C

SERVICE CONTRACT

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EXHIBIT D **MASTER LEASE**

Attachment E

EXHIBIT E

BEST MANAGEMENT PRACTICES ("BMP" FACT SHEETS)

Sublessee shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Sublessee's operations. Sublessee is to be aware that the BMP clause within this Sublease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Sublease.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: <http://ocwatersheds.com/documents/bmp> (website may change from time to time):

- IC3 Building Maintenance
- IC4 Carpet Cleaning
- IC5 Concrete & Asphalt Production, Application, & Cutting
- IC6 Contaminated or Erodible Surface Areas
- IC7 Landscape Maintenance
- IC9 Outdoor Drainage from Indoor Areas
- IC10 Outdoor Loading/Unloading of Materials
- IC11 Outdoor Process Equipment Operations & Maintenance
- IC12 Outdoor Storage of Raw Materials, Products, & Containers
- IC13 Over Water Activities
- IC14 Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
- IC15 Parking & Storage Area Maintenance
- IC17 Spill Prevention & Cleanup
- IC21 Waste Handling & Disposal
- IC22 Eating & Drinking Establishments
- IC23 Fire Sprinkler Testing/Maintenance
- IC24 Wastewater Disposal Guidelines

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EXHIBIT F**Rent Adjustment Schedule**

<u>Rent Period By Month</u>	<u>America Works Prorata Base Rent</u>	<u>Adjustment Credit for Monthly Operating Costs</u>	<u>Sublease Fee</u>
7/1/2024 to 7/31/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
8/1/2024 to 8/31/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
9/1/2024 to 9/30/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
10/1/2024 to 10/31/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
11/1/2024 to 11/30/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
12/1/2024 to 12/31/2024	\$79,414.40	(\$2,722.00)	\$76,692.40
1/1/2025 to 1/31/2025	\$79,414.40	(\$2,722.00)	\$76,692.40
2/1/2025 to 2/28/2025	\$79,414.40	(\$2,722.00)	\$76,692.40
3/1/2025 to 3/31/2025	\$79,414.40	(\$2,722.00)	\$76,692.40
4/1/2025 to 4/30/2025	\$79,414.40	(\$2,722.00)	\$76,692.40
5/1/2025 to 5/31/2025	\$79,414.40	(\$2,722.00)	\$76,692.40
6/1/2025 to 6/30/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
7/1/2025 to 7/31/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
8/1/2025 to 8/31/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
9/1/2025 to 9/30/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
10/1/2025 to 10/31/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
11/1/2025 to 11/30/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
12/1/2025 to 12/31/2025	\$81,792.75	(\$2,722.00)	\$79,070.75
1/1/2026 to 1/31/2026	\$81,792.75	(\$2,722.00)	\$79,070.75
2/1/2026 to 2/28/2026	\$81,792.75	(\$2,722.00)	\$79,070.75
3/1/2026 to 3/31/2026	\$81,792.75	(\$2,722.00)	\$79,070.75
4/1/2026 to 4/30/2026	\$81,792.75	(\$2,722.00)	\$79,070.75
5/1/2026 to 5/31/2026	\$81,792.75	(\$2,722.00)	\$79,070.75
6/1/2026 to 6/30/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
7/1/2026 to 7/31/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
8/1/2026 to 8/31/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
9/1/2026 to 9/30/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
10/1/2026 to 10/31/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
11/1/2026 to 11/30/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
12/1/2026 to 12/31/2026	\$84,279.20	(\$2,858.10)	\$81,421.10
1/1/2027 to 1/31/2027	\$84,279.20	(\$2,858.10)	\$81,421.10
2/1/2027 to 2/28/2027	\$84,279.20	(\$2,858.10)	\$81,421.10
3/1/2027 to 3/31/2027	\$84,279.20	(\$2,858.10)	\$81,421.10
4/1/2027 to 4/30/2027	\$84,279.20	(\$2,858.10)	\$81,421.10

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5/1/2027	to	5/31/2027	\$84,279.20	(\$2,858.10)	\$81,421.10
6/1/2027	to	6/30/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
7/1/2027	to	7/31/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
8/1/2027	to	8/31/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
9/1/2027	to	9/30/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
10/1/2027	to	10/31/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
11/1/2027	to	11/30/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
12/1/2027	to	12/31/2027	\$88,101.88	(\$2,858.10)	\$85,243.78
1/1/2028	to	1/31/2028	\$88,101.88	(\$2,858.10)	\$85,243.78
2/1/2028	to	2/29/2028	\$88,101.88	(\$2,858.10)	\$85,243.78
3/1/2028	to	3/31/2028	\$88,101.88	(\$2,858.10)	\$85,243.78
4/1/2028	to	4/30/2028	\$88,101.88	(\$2,858.10)	\$85,243.78
5/1/2028	to	5/31/2028	\$88,101.88	(\$2,858.10)	\$85,243.78
6/1/2028	to	6/30/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
7/1/2028	to	7/31/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
8/1/2028	to	8/31/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
9/1/2028	to	9/30/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
10/1/2028	to	10/31/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
11/1/2028	to	11/30/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
12/1/2028	to	12/31/2028	\$89,317.25	(\$2,994.20)	\$86,323.05
1/1/2029	to	1/31/2029	\$89,317.25	(\$2,994.20)	\$86,323.05
2/1/2029	to	2/28/2029	\$89,317.25	(\$2,994.20)	\$86,323.05
3/1/2029	to	3/31/2029	\$89,317.25	(\$2,994.20)	\$86,323.05
4/1/2029	to	4/30/2029	\$89,317.25	(\$2,994.20)	\$86,323.05
5/1/2029	to	5/31/2029	\$89,317.25	(\$2,994.20)	\$86,323.05
6/1/2029	to	6/30/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
7/1/2029	to	7/31/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
8/1/2029	to	8/31/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
9/1/2029	to	9/30/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
10/1/2029	to	10/31/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
11/1/2029	to	11/30/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
12/1/2029	to	12/31/2029	\$92,011.74	(\$3,130.30)	\$88,881.44
1/1/2030	to	1/31/2030	\$92,011.74	(\$3,130.30)	\$88,881.44
2/1/2030	to	2/28/2030	\$92,011.74	(\$3,130.30)	\$88,881.44
3/1/2030	to	3/31/2030	\$92,011.74	(\$3,130.30)	\$88,881.44
4/1/2030	to	4/30/2030	\$92,011.74	(\$3,130.30)	\$88,881.44
5/1/2030	to	5/31/2030	\$92,011.74	(\$3,130.30)	\$88,881.44
6/1/2030	to	6/30/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
7/1/2030	to	7/31/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
8/1/2030	to	8/31/2030	\$94,827.89	(\$3,130.30)	\$91,697.59

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9/1/2030	to	9/30/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
10/1/2030	to	10/31/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
11/1/2030	to	11/30/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
12/1/2030	to	12/31/2030	\$94,827.89	(\$3,130.30)	\$91,697.59
1/1/2031	to	1/31/2031	\$94,827.89	(\$3,130.30)	\$91,697.59
2/1/2031	to	2/28/2031	\$94,827.89	(\$3,130.30)	\$91,697.59
3/1/2031	to	3/31/2031	\$94,827.89	(\$3,130.30)	\$91,697.59
4/1/2031	to	4/30/2031	\$94,827.89	(\$3,130.30)	\$91,697.59
5/1/2031	to	5/31/2031	\$94,827.89	(\$3,130.30)	\$91,697.59
6/1/2031	to	6/30/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
7/1/2031	to	7/31/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
8/1/2031	to	8/31/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
9/1/2031	to	9/30/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
10/1/2031	to	10/31/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
11/1/2031	to	11/30/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
12/1/2031	to	12/31/2031	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
1/1/2032	to	1/31/2032	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
2/1/2032	to	2/29/2032	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
3/1/2032	to	3/31/2032	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
4/1/2032	to	4/30/2032	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
5/1/2032	to	5/31/2032	\$97,671.18	not to exceed monthly Sublease Fee of:	\$97,671.18
6/1/2032	to	6/30/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
7/1/2032	to	7/31/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
8/1/2032	to	8/31/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
9/1/2032	to	9/30/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
10/1/2032	to	10/31/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
11/1/2032	to	11/30/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
12/1/2032	to	12/31/2032	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
1/1/2033	to	1/31/2033	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
2/1/2033	to	2/28/2033	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
3/1/2033	to	3/31/2033	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
4/1/2033	to	4/30/2033	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
5/1/2033	to	5/31/2033	\$100,601.32	not to exceed monthly Sublease Fee of:	\$100,601.32
6/1/2033	to	6/30/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
7/1/2033	to	7/31/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
8/1/2033	to	8/31/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
9/1/2033	to	9/30/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
10/1/2033	to	10/31/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
11/1/2033	to	11/30/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
12/1/2033	to	12/31/2033	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
1/1/2034	to	1/31/2034	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36

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2/1/2034	to	2/28/2034	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
3/1/2034	to	3/31/2034	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
4/1/2034	to	4/30/2034	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
5/1/2034	to	5/31/2034	\$103,619.36	not to exceed monthly Sublease Fee of:	\$103,619.36
6/1/2034	to	6/30/2034	\$106,727.94	not to exceed monthly Sublease Fee of:	\$106,727.94