

****DRAFT****
FOUNDATION BUILDING OFFICE SUBLEASE AGREEMENT

This Office Sublease Agreement (Sublease) is entered into on November ____, 2022 by and between North Valley Community Foundation (NVCF) and First 5 Butte County Children and Families Commission (FFBC).

NVCF is a tenant/lessee of office space at 1811 Concord Ave., Suite 220, Chico, CA 95928, and is willing to sublease the use of a portion of its office space to FFBC. Therefore, NVCF and FFBC agree to enter into this Sublease subject to the following terms and conditions.

1. Sublease space. FFBC agrees to sublease the areas of exclusive use and shared use as set forth in Exhibit A attached hereto and incorporated herein.
2. Term. The Sublease is for one year beginning January 1, 2023 and ending December 31, 2023. The term may be extended for additional periods of time as mutually agreed upon by NVCF and FFBC. The current lease term for NVCF expires March 31, 2025, with an option to extend the lease for an additional 5 years.
3. Rent and security deposit. Total rent payable under this Sublease is \$36,000, payable at the rate of \$3,000 per month on or before the first day of each month. A late payment of \$100 shall be charged for any rent payment received after the fifth day of each month. Prior to start of this Sublease, FFBC shall, in addition to the rent for the first month, provide a security deposit of \$1,500. The security deposit shall not be used by FFBC for partial payment of rent for the last month of occupancy.
4. Lessor/Landlord approval. The office space lease of Suite 220 between NVCF and the Lessor/Landlord of the building, MPH CO, LLC, requires that the landlord approve of any sublease of space in the unit. NVCF agrees to diligently seek such approval and try to obtain the same no later than November 18, 2022. Should approval not be obtained, this Sublease shall be canceled with no further force or effect.
5. Compliance with building rules and office rules. Attached hereto and incorporated herein as Exhibit B are rules and regulations established by the building owner regarding various operational aspects. FFBC agrees to comply with the same and be responsible for any damages as a result of violating said rules.
6. Structural alterations and signage. FFBC agrees that no structural alterations are required under the Sublease. Any non-structural changes desired by FFBC requires advance approval of NVCF. Any signage desired by FFBC will need to be approved by NVCF and by the Lessor/Landlord for signage at Suite 220 and signage visible from the exterior of the building.
7. Compliance with NVCF lease provisions. FFBC employees and invitees are sharing common space and facilities with NVCF employees and invitees. Because there are many provisions in the lease between NVCF (referred to therein as Lessee or Tenant) and MPH CO, LLC (referred to therein as Lessor or Landlord) that would apply to both tenants and subtenants, FFBC agrees to comply with NVCF lease provisions that apply to its occupancy under this Sublease. NVCF agrees to provide FFBC with an electronic copy of the lease. Sections in the lease that may apply to FFBC include, but are not limited to, Sections 6,7,11-14,16,17,24,26-35,39, and 41-45. References in the lease to Lessor/Landlord and Lessee/Tenant shall include

NVCF and FFBC as appropriate and shall be incorporated into and made a part of this Sublease.

8. Insurance. FFBC's personal property, fixtures, equipment, inventory and vehicles are not insured by NVCF or Lessor/Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. FFBC shall carry FFBC's own property insurance to protect FFBC from any such loss. In addition, FFBC shall carry liability insurance in an amount of not less than \$1,000,000, such policy naming NVCF and MPH CO, LLC as an additional insured. FFBC shall carry workers compensation insurance for all FFBC's employees. FFBC shall provide a copy of the Certificate of Insurance to NVCF prior to taking occupancy of the space.

9. Indemnification. FFBC waives all claims against NVCF and/or MPH CO, LLC and hold same harmless from and defend same for damage to any property or injury or death of any person in or on the building arising at any time and from any cause other than the gross negligence or willful misconduct of NVCF and/or MPH CO, LLC or NVCF's and/or MPH CO, LLC's employees, agents, or contractors. FFBC shall also hold NVCF and/or MPH CO, LLC harmless from any liability, cost, or expense arising from FFBC's use or storage in Suite 220 of any hazardous or toxic substance. These indemnity obligations shall include reasonable attorney fees, investigation costs, and all other reasonable costs incurred by NVCF and/or MPH CO, LLC from the first notice that any claim or demand is to be made or may be made. NVCF and/or MPH CO, LLC shall promptly give notice to FFBC of any claim or demand. The provisions of this Section shall survive the termination of this Sublease for any event occurring prior to the termination. The provisions of this Section to indemnify and hold NVCF and/or MPH CO, LLC harmless are limited to the amount of loss that is not paid to NVCF and/or MPH CO, LLC out of insurance proceeds, if any.

10. Assignment and subletting. FFBC is prohibited from making any assignment or subletting of its rights to the use or occupancy of Suite 220 and facilities therein without approval in writing from NVCF and MPH CO, LLC.

11. Authority to sign. The undersigned each attest that they have been authorized by their governing body to enter into this Sublease.

North Valley Community Foundation, by

_____ Dated _____
Alexa Benson-Valavanis, President and CEO

First 5 Butte County Children and Families Commission, by

_____ Dated _____
Dr. Shaun-Adrián Choflá, Commission Chair

EXHIBIT A
Sublease Occupancy and Facilities Use

1. Exclusive use. FFBC shall have the exclusive use of the two private offices located in the northwest area of Suite 220 that are nearest to the kitchen facilities. In addition, the desk space outside the larger office is also for exclusive use by FFBC.

2. Nonexclusive use. FFBC shall share with NVCF the use of space outside of private offices, including 2 open desks in the east side of Suite 220, bathrooms, kitchen appliances, storage, copy machine, and the central conference table (subject to advance scheduling).

EXHIBIT B
RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, elevators, escalators, and stairways of the Building shall not be obstructed by any of the tenants or used for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, exits, entrances, elevators, escalators, and stairways are not for the general public, and Lessor shall in all cases retain the right to control and prevent access to them by all persons whose presence in the judgment of Lessor would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants. However, nothing here shall be construed to prevent access to persons with whom any tenant normally deals in the ordinary course of business, unless these persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go on the roof of the Building, except as required for the maintenance of Lessee's satellite dish.

2. A sign, placard, picture, name, advertisement, or notice visible from the exterior of any tenant's Premises shall not be inscribed, painted, affixed, or otherwise displayed by any tenant on any part of the Building without the prior written consent of Lessor. Lessor will adopt and furnish to tenant's general guidelines relating to signs inside the Building on the office floors. Each tenant shall conform to these guidelines. All approved signs or lettering on doors shall be printed, painted, affixed, or inscribed at the expense of the tenant by a person approved by Lessor, which will not be unreasonably withheld. Material visible from outside the Building will not be permitted.

3. The Premises of each tenant shall not be used for lodging. No cooking shall be done or permitted by any tenant on the Premises, except that (a) each tenant may establish and operate a lunchroom facility for use by tenant's employees, and (b) each tenant may use and install food and beverage vending machines and Underwriters' Laboratory approved microwave ovens and equipment for brewing coffee, tea, hot chocolate, and similar beverages, provided that adequate provisions are made for venting and control of odors and all facilities and equipment are in accordance with all applicable federal, state, and city laws, codes, ordinances, rules, and regulations.

4. No tenant shall employ any person other than Lessor's janitorial service for cleaning the Premises, unless otherwise approved by Lessor. No person other than those approved by Lessor shall be permitted to enter the Building to clean it. No tenant shall cause any unnecessary labor because of carelessness or indifference in the preservation of good order and cleanliness.

5. Lessor will furnish each tenant, free of charge, two keys to each door lock in the Premises and the front door of the Building. Lessor may make a reasonable charge for any additional keys. No tenant shall have any keys made. No tenant shall alter any lock or install a new or additional lock or any bolt on any door of the premises without the prior consent of Lessor. The tenant shall in each case furnish Lessor with a key for any lock. Each tenant, upon the termination of the tenancy, shall deliver to Lessor all keys to doors in the Building that have been furnished to the tenant.

6. The elevator shall be available for use by all tenants in the Building, subject to reasonable scheduling as Lessor deems appropriate, to move equipment and furniture in or out of the Building acceptable to Lessor. Protective blankets shall be installed in the elevator at all times

that such equipment or furniture is in the elevator. Lessor shall have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building. Heavy objects shall, if considered necessary by Lessor, stand on wood strips of a thickness necessary to properly distribute the weight. Lessor will not be responsible for loss of or damage to any property from any cause, and all damage done to the Building by moving or maintaining property shall be repaired at the expense of the tenant.

7. No tenant shall use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material other than limited quantities reasonably necessary for the operation or maintenance of office equipment, and may not, without Lessor's prior approval, use any method of heating or air conditioning other than that supplied by Lessor. No tenant shall use or keep any foul, noxious, or hazardous gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Building because of noise, odors, or vibrations, or interfere in any way with other tenants or those having business in the Building. No pets shall be kept in the Premises.

8. Lessor shall have the right, exercisable without notice and without liability to any Lessee, to change the name and street address of the Building.

9. Lessor reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Saturdays, Sundays, and legal holidays any person who does not present a proper access card or other identification as a tenant or an employee of a tenant, or who does not otherwise present proper authorization by a tenant for access to the premises. Each tenant shall be responsible for all persons for whom it authorizes access and shall be liable to Lessor for all acts of these persons. Lessor shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering an action advisable in Lessor's opinion, Lessor reserves the right to prevent access to the Building during the continuance of the circumstance by any action Lessor deems appropriate.

10. A directory of the Building will be provided to display the name and location of tenants, and their subtenants and Lessor reserves the right to exclude any other names. Any additional name that a tenant desires to have added to the directory shall be subject to Lessor's approval and may be subject to a charge.

11. Except the window coverings originally in the Premises when the Premises were delivered to the Lessee, no curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any exterior window in the Building without the prior consent of Lessor. If consented to by Lessor, these items shall be installed on the office side of the standard window covering and shall in no way be visible from the exterior of the Building.

12. Messenger services and suppliers of bottled water, food, beverages, and other products or services shall be subject to reasonable regulations as may be adopted by Lessor. Lessor may establish a central receiving station in the Building for delivery and pick up by all messenger services and may limit delivery and pick up at tenant Premises to Building personnel.

13. Each tenant shall see that the doors of the premises are closed and locked and that all water faucets or apparatus, cooking facilities, and office equipment, excluding office equipment required to be operative at all times, are shut off before the tenant or employees leave the Premises at night, so as to prevent waste or damage. For any default or carelessness in this regard the tenant shall be responsible for any damage sustained by other tenants or occupants of the Building or Lessor. On multiple-tenancy floors, tenants shall keep the doors to the Building corridors closed at all times except for ingress and egress.

14. Tue toilets, urinals, wash bowls, and other restroom facilities shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind shall be thrown in them, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, have caused it.

15. Except with the prior consent of Lessor, no tenant shall sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise to the general public in the Premises, nor shall any tenant carry on, permit, or allow any employee or other person to carry on the business of stenography, typewriting, or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises of any tenant be used for manufacturing of any kind, or any business or activity other than that specifically provided for in the tenant's lease.

16. No tenant shall install any antenna, loudspeaker, or other device on the roof or exterior walls of the Building, except as permitted in this Lease. The Building includes a roof top terrace on top of the ground floor that can be accessed by tenants. Lessor reserves the right to restrict the use of this terrace for private events or a Lessor event. Tenants can for a fee reserve the exclusive use of the roof top terrace for an event by calling Lessor and scheduling the event.

17. No motorcycles or motor scooters shall be parked or stored anywhere in the Building other than the garage of the Building, and no bicycles may be parked or stored anywhere in the Building other than in facilities provided in the garage or the Common Area of the Building. No overnight parking or storage of vehicles in the garage of the Building. Tue Lessor may tow any vehicles not complying with this rule or that are parked in a space assigned to another tenant.

18. Hand trucks or other material handling equipment, except those equipped with rubber tires and side guards, may not be used in any portion of the Building unless approved by Lessor.

19. Each tenant shall store refuse within that tenant's premises. No material of a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of refuse in the city of Chico without being in violation of any law or ordinance governing this disposal shall be placed in the refuse boxes or receptacles. All refuse disposal shall be made only through entryways and elevators provided for these purposes and at the times Lessor shall designate.

20. Canvassing, peddling, soliciting, and distributing handbills or any other written materials in the Building is prohibited, and each tenant shall cooperate to prevent this type of occurrence.

21. The requirements of the tenants will be attended to only on application by telephone or in person at the office of the Building. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Lessor.

22. Lessor may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, so long as Lessee's use of the Premises is not adversely affected by the waiver, and no waiver by Lessor shall be construed as a waiver of the Rules in favor of any other tenant, nor prevent Lessor from later enforcing any of the Rules against any of the tenants of the Building.

23. These Rules are in addition to, and shall not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of any lease of Premises in the Building.

24. Lessor reserves the right to make other reasonable rules as Lessor judges may be needed for the safety, care, and cleanliness of the Building, and for the preservation of good order, provided that Lessee's use and occupancy of the Premises shall not be adversely affected by other rules.