

SUBLEASE

<sup>TS</sup> This Sublease, ("Sublease") is made and entered into this \_\_\_\_\_ day of 3/2/2022, ~~2021~~, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the Open Door Community Health Centers, a California not for profit corporation, hereinafter referred to a SUBLESSEE;

WHEREAS, COUNTY has entered into a Commercial Lease dated November 6, 2018 (Exhibit A - Master Lease) for use of office, common area and parking space (Premises) at 1615 Heartwood Lane, McKinleyville (The Center).

WHEREAS, pursuant to Article 3, Section 3.1 of the Master Lease, COUNTY'S use of the Premises and its operations include collaboration with local healthcare, family resource centers and community support providers; and

WHEREAS, COUNTY desires to sublease a portion of said Premises for medical service provision; and

WHEREAS, SUBLESSEE desires to provide medical service provision at The Center; and

WHEREAS, it is deemed mutually desirable by both parties that SUBLESSEE be permitted to operate said medical services at The Center; and

WHEREAS, pursuant to Article 15 of the Master Lease, the COUNTY may enter into a sublease of a portion of said Premises.

NOW, THEREFORE, it is mutually agreed as follows:

1. SUBLESSEE PREMISES

COUNTY subleases to SUBLESSEE and SUBLESSEE subleases from COUNTY the following described spaces located in McKinleyville, County of Humboldt, State of California:

A. Approximately One Hundred Twenty (120) square feet of secured office space (Dedicated Area), as shown on Exhibit B– Floor Plan.

B. Approximately Seven Thousand Four Hundred Ninety-Nine and Seven Hundredths (7,499.07) square feet of non-exclusive common area space (Shared Space) consisting of the area as shown in Exhibit B – Floor Plan. The Shared Space includes, but not limited to, pantry, kitchen, toddler room, shower, laundry room, conference room, restrooms, hallways and lobby.

C. Non-exclusive space for use of parking (Parking Area) to support its clients and staff on a first come, first serve basis, as shown on Exhibit C – Parking and Vicinity Map.

D. Collectively, the Dedicated Area, Shared Space and Parking Area are referred to as the SUBLESSEE Premises.

2. USE OF SUBLESSEE PREMISES

The SUBLESSEE Premises shall be used for medical service provision. Except as allowed by separate agreement, SUBLESSEE shall not conduct any other activities.

3. MASTER LEASE PROVISIONS SUBLESSEE CONDITIONS

A. The SUBLESSEE assumes to carry out and perform all of the terms and conditions of the Master Lease, including, without limitation, Insurance and Indemnity as defined in Article 9, on the part of Tenant of the Master Lease to be carried out and performed.

B. The COUNTY shall obtain an executed copy of this Sublease and deliver it to the Landlord of the Master Lease.

4. TERM OF SUBLEASE

A. The term of this Sublease shall commence on the first of the month following the date of the COUNTY receiving an Americans with Disabilities Act (ADA) Access Compliance Assessment Report by an Independent Licensed Architect (ILA) or Certified Access Specialist (CASP) denoting no barriers at the SUBLESSEE Premises, and shall end June 30, 2022. Upon the COUNTY's receipt of the ADA Compliance Assessment Report, the parties will enter into an amendment stating the effective commencement date. Sublessee has nine (9) one (1) year options beginning July 1, 2022 which shall be automatically renewed. County or Sublessee may terminate an autorenewal term upon notifying the other party, per Section 30 NOTICE, no later than thirty (30) days before the end of the term.

B. If County extends the lease term as provided in the Master Lease, Sublessee shall have the same right to extend the number of one (1) year autorenewal terms of this Sublease with the County to coincide with the expiration date of the Master Lease.

The time for exercising the Option to renew shall expire Ninety (90) days after the County notifies Sublessee of its exercise of the right to extend the Lease by giving notice to the Landlord.

5. RENTS

SUBLESSEE shall pay monthly rents to the COUNTY for the use of the SUBLESSEE use of the Dedicated Area, Shared Use including Parking, and Utilities as described below. The monthly rent total shall be Nine Hundred Seven Dollars and Seventy-Eight Cents (\$907.78), and due on the first of each month in advance effective at the commencement term of this Sublease.

- A. Dedicated Area. Two Hundred Seventy-Four Dollars and Eighty Cents (\$274.80) per month for dedicated use of One Hundred Twenty (120) square feet. The calculation is as follows:
- SUBLESSEE Dedicated Area = 120 sf
  - Master Lease rent per square foot = \$2.2900 sf
  - SUBLESSEE Dedicated Area Rent = Dedicated Area (120 sf) x Master Lease rent per square foot (\$2.29) = \$274.80
- B. Shared Space. Three Hundred Forty-Six Dollars and Eighty-Nine Cents (\$346.89) per month for shared use of Shared Space. The rent calculation is as follows:
- Master Lease Dedicated Area = 5,936.93 sf
  - Master Lease Shared Space = 7,499.07 sf
  - SUBLESSEE Dedicated Area = 120.00 sf
  - SUBLESSEE Shared Use percentage = SUBLESSEE Dedicated Area (120.00 sf)/ Master Lease Dedicated Area (5,936.93 sf) = 2.02%
  - SUBLESSEE Shared Space = SUBLESSEE Shared Use percentage (2.02%) x Master Lease Shared Space (7,499.07 sf) = 151.48 sf
  - SUBLESSEE Shared Space Rent = SUBLESSEE Shared Space (151.48 sf) x Master Lease rent per square foot (\$2.2900) = \$346.89
- C. Utilities and other costs. Two Hundred Eighty-Six Dollars and Nine Cents (\$286.09) per month for Utility use and other costs of the Dedicated and Shared Space. The cost calculations are as follows:
- Dedicated Area Property Taxes = SUBLESSEE Dedicated Area (120 sf) x monthly Estimated Taxes per square foot of the premises (\$0.1923) = \$23.08
  - Shared Space Property Taxes = SUBLESSEE Shared Space (151.48 sf) x monthly estimated taxes per square foot of the premises (\$0.1923) = \$29.13
  - Dedicated Space Utilities = SUBLESSEE Dedicated Area (120 sf) x estimated monthly utility costs per square foot of the premises (\$0.2456) = \$29.47
  - Shared Use Utilities = SUBLESSEE Shared Use (151.48 sf) x estimated monthly utility costs per square foot of the premises (\$0.2456) = \$37.20
  - Dedicated Space Operational costs = SUBLESSEE Dedicated Area (120 sf) x estimated monthly operational costs per square foot of the premises (\$0.5275) = \$63.30
  - Shared Space Operational Costs = SUBLESSEE Shared use (151.48 sf) x estimated monthly operational costs per square foot of the premises (\$0.5275) = \$79.91
  - Phone charges = number of phone lines (1) x costs per line (\$24) = \$24.00

The total amount of rents as described above shall be invoiced to the SUBLESSEE on a monthly basis.

Commencing on the first day of the second year of the term of this Sublease and continuing each year thereafter, the Dedicated Area and Shared Use rents shall be adjusted upward pursuant to Section 4.1.1 of the Master Lease. Utility rent shall be adjusted based on actual payments made by the COUNTY to the Landlord for the respective month, with the difference in estimated rent payment from the actual rent to be added to or subtracted from the next monthly invoice.

6. LATE FEE

If rent is not paid by the tenth (10th) day of each month, it shall be considered delinquent and SUBLESSEE shall pay to COUNTY an amount equal to ten percent (10%) of the past due amount.

7. UTILITIES

COUNTY agrees to furnish gas, refuse collection, water/sewer and electricity supplied to and used in the SUBLESSEE Premises, unless such use is determined by the COUNTY to be unreasonable. SUBLESSEE shall pay prorated use of said utilities as hereinbefore described in Section 5.C. – Utilities and other costs.

8. JANITORIAL SERVICES

COUNTY shall be responsible for providing Janitorial Services and supplies within the SUBLESSEE Premises, unless such use is determined by the COUNTY to be unreasonable. SUBLESSEE shall pay a prorated use of said Janitorial Services as hereinbefore described in Section 5.C. – Utilities and other costs. SUBLESSEE shall maintain the Premises at all times in a neat, orderly, and safe condition.

9. SECURITY SERVICES

COUNTY shall be responsible for providing Security Services within the SUBLESSEE Premises. SUBLESSEE shall pay a prorated use of said Security Services as hereinbefore described in Section 5.C. – Utilities and other costs. SUBLESSEE shall indemnify and hold the COUNTY harmless in the event of any security breach to the SUBLESSEE Premises causing theft, harm or damage to the SUBLESSEE Premises or its personal property.

10. PROPERTY TAXES

COUNTY shall pay all real property taxes and general and special assessments levied and assessed against the Premises before the stated due date.

11. MAINTENANCE AND REPAIRS OF PREMISES AND EQUIPMENT

A. COUNTY shall be responsible for maintenance to the exterior of the building and for the following:

- (1) Light fixtures (excluding bulbs, lights and any of SUBLESSEE'S light fixtures);
- (2) Major plumbing fixtures, water lines, gas lines, and waste lines;
- (3) Electrical wiring, main service, subpanels, switches, and plugs;
- (4) Scheduled painting and replacement of floor coverings;

B. SUBLESSEE shall, to the satisfaction of COUNTY, keep and maintain the interior of the SUBLESSEE Premises and all improvements of any kind which may be erected, installed, or made thereon in good condition and substantial repair, except as provided in Section 11A above. It shall be SUBLESSEE'S responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair. In addition, SUBLESSEE expressly agrees to maintain the interior of the SUBLESSEE Premises in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of COUNTY and in compliance with all applicable laws. Upon receipt of any and all Health Department inspection reports SUBLESSEE shall provide a copy of said reports to the Purchasing and Public Works Department. County represents and warrants that the Premises complies with all applicable laws at the inception of the Sublease based on the representation made in the Master Lease.

C. SUBLESSEE further agrees to be responsible for the following:

- (1) All damage caused by SUBLESSEE, its employees, and/or customers;
- (2) All of SUBLESSEE'S personal property;
- (3) Replacement of light bulbs and fixtures;

COUNTY shall have the right to enter upon and inspect the SUBLESSEE Premises at any time for cleanliness and safety.

12. IMPROVEMENTS AND ALTERATIONS

SUBLESSEE may make non-structural alterations or improvements to the SUBLESSEE Premises to accommodate SUBLESSEE'S use of the SUBLESSEE'S Premises. However, SUBLESSEE shall not make any alterations or improvements without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld.

13. POSSESSORY INTEREST

This Sublease may create a possessory interest, as described in Section 107 et seq. of the Revenue and Taxation Code of the State of California in tax exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested may be subject to the payment of taxes on such interest.

14. INSTALLATION AND REMOVAL OF TRADE FIXTURES

SUBLESSEE may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as SUBLESSEE deems desirable and all such fixtures, signs and equipment shall remain the property of SUBLESSEE and may be removed at any time provided that SUBLESSEE, at its expense, shall repair any damage caused by reason of such removal. All such fixtures, signs and equipment that are exterior to the SUBLESSEE Premises shall be approved by the Purchasing Department or its designee.

15. SUBLESSEE'S RIGHT TO ERECT SIGNS

SUBLESSEE shall not install any advertising signs without prior approval of the Director of Public Works or the Director of the Department of Health and Human Resources.

16. HOLD HARMLESS/INDEMNIFICATION

A. SUBLESSEE shall indemnify, defend and hold harmless COUNTY and KHM Humboldt Properties, LLC (hereinafter "LANDLORD") and their officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with SUBLESSEE'S duties and obligations under this Sublease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY and LANDLORD.

B. COUNTY and LANDLORD shall indemnify, defend and hold harmless SUBLESSEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY and LANDLORD duties and obligations under this Sublease and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the SUBLESSEE.

C. Acceptance of insurance, if required by this sublease, does not relieve SUBLESSEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by SUBLESSEE'S operations regardless if any insurance is applicable or not.

17. SUBLESSEE'S INSURANCE

This Sublease shall not be executed by COUNTY and SUBLESSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting SUBLESSEE'S indemnification provided for herein, SUBLESSEE shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Sublease and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of SUBLESSEE, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance

Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 for any one incident, including personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

B. Property Insurance

SUBLESSEE is responsible for insuring its personal property.

C. Workers' Compensation Insurance Coverage

If required by California law, and in accordance with the statutory limits set forth therein. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.

18. SPECIAL INSURANCE REQUIREMENTS

Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

A. SUBLESSEE

- (1) The Comprehensive General Liability Policy shall provide that the COUNTY and LANDLORD and their officers, officials, employees, and volunteers are covered as additional insured for liability arising out of the operations

performed by or on behalf of SUBLESSEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY and LANDLORD and their officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.
- f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 30. It is further understood that SUBLESSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to SUBLESSEE'S insurance and will not be called upon to contribute with it.

(2) SUBLESSEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this sublease by COUNTY. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If SUBLESSEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this sublease, take out the necessary insurance, and SUBLESSEE agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to SUBLESSEE under this Sublease

(3) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and SUBLESSEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

B. COUNTY, LANDLORD, AND SUBLESSEE



- (1) The COUNTY, LANDLORD and SUBLESSEE agree that insurance carried or required to be carried by either of them against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its right to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents and each party shall indemnify the other against any loss or expense, including reasonable attorneys' fees resulting from the failure to obtain such waiver.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (3) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to SUBLESSEE, COUNTY, LANDLORD, and their officers, officials, employees, and volunteers.

19. PARKING

Off street parking spaces will be available to the SUBLESSEE and its clients on a first come, first serve basis.

20. DESTRUCTION OF PREMISES

In the event the SUBLESSEE Premises are destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, SUBLESSEE reserves the right to forthwith terminate this Sublease upon written notice within seven (7) days following the date of loss.

If such casualty occurs and a portion of said SUBLESSEE Premises is still usable by SUBLESSEE, the rent shall be prorated on a square footage basis of usable space until the Premises are restored to their original condition. Payment of prorated rent shall not constitute a waiver of SUBLESSEE'S right to terminate this Sublease as provided in this section (20).

In the event that the SUBLESSEE Premises are destroyed in whole or in part by fire or other casualty, and the cost of restoring or time estimated to restore the same exceeds the then remaining rental amount or term for the unused portion of the term of this Sublease, COUNTY shall have the option to rebuild or to terminate this Sublease. Such option shall be exercised by COUNTY by notice in writing to SUBLESSEE within seven (7) days following the date of loss. COUNTY'S option to rebuild shall not constitute a waiver of SUBLESSEE'S right to terminate this Sublease, as provided in this section (20).

21. OPERATION OF CENTER PREMISES

- A. SUBLESSEE shall operate medical services during normal business hours except when the Premises is mandated for closure by the Board of Supervisors. Other events outside of normal business hours may take place in alignment with all other terms of this agreement.
- B. Several areas of the Premises are subject to remodeling during the term of this Sublease. It is understood by SUBLESSEE that this may result in less business during some stages of the remodeling.
- A. SUBLESSEE shall not employ any person(s) in or about the SUBLESSEE Premises who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

22. EMERGENCY CONTACTS

SUBLESSEE shall provide to the Public Works Department, and keep current, a list of supervisorial employees and telephone numbers for emergency use. COUNTY'S Building Maintenance Department or Department of Health and Human Services Facilities Unit shall be given keys to the Premises for off hours entry.

23. FIRE HAZARD

SUBLESSEE shall keep the SUBLESSEE Premises clear of oil and trash that may be deemed a fire hazard. COUNTY reserves the right to restrict SUBLESSEE from conducting any activity or storing inflammable materials or substances which would increase COUNTY'S insurance rate or cause an insurance agreement of COUNTY to be terminated.

24. NO SMOKING

Pursuant to Humboldt County Code §971-1 et seq, County owned or leased premises are smoke free. SUBLESSEE shall comply with this ordinance.

25. NUCLEAR FREE CLAUSE

SUBLESSEE certifies by its signature below that SUBLESSEE is not a nuclear weapons contractor, in that SUBLESSEE is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SUBLESSEE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Sublease if it determines that the foregoing certification is false or if SUBLESSEE becomes a nuclear weapons contractor.

26. COMPLIANCE WITH LAWS

SUBLESSEE agrees to comply with all local, state and federal laws and regulations, including but not limited to the Americans With Disabilities Act that are required only by the Sublessee's specific use of the Premises as a medical service provision. SUBLESSEE further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments. County represents and warrants that the Premises complies with the Americans With Disabilities Act as well as local, state, and federal laws and regulations at the inception of the Sublease based on the representation made in the Master Lease.

27. SUBLESSEE DEFAULT

SUBLESSEE shall be in default of this Sublease if it fails or refuses to perform any material provision of this Sublease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to SUBLESSEE. If the default cannot reasonably be cured within ten (10) days, SUBLESSEE shall not be in default of this Sublease if SUBLESSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

28. COUNTY'S REMEDIES ON SUBLESSEE'S DEFAULT

COUNTY, at any time after SUBLESSEE is in default, may terminate this Sublease or may cure the default at SUBLESSEE'S cost. If COUNTY at any time, by reason of SUBLESSEE'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from SUBLESSEE to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by COUNTY until COUNTY is reimbursed by SUBLESSEE. The remedies set forth in this section (28) are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

29. TERMINATION

Except as otherwise provided, COUNTY reserves the right to terminate this Sublease, upon seven (7) days written notice, for any cause or reason provided by the Sublease itself, or by law, or upon the happening of one or more of the following:

- A. The making by SUBLESSEE of any general assignment for the benefit of creditors.
- B. The failure of SUBLESSEE to pay promptly when due all charges, fees, or other payments in accordance with this Sublease.

C. The failure of SUBLESSEE to remedy any default, breach, or violation of county, municipal, federal and/or state laws or regulations by SUBLESSEE or its employees.

D. The violation of any of the provisions of this sublease.

E. The building becomes damaged due to fire, flood, earthquake, or any other natural disaster.

F. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

G. Sublessee reserves the right to terminate this Sublease upon the same notice as COUNTY as follows:

1. COUNTY violates the provisions of this Sublease

30. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

SUBLESSEE: Open Door Community Health Centers  
Attention: Administration  
1275 Eighth Street  
Arcata, CA 95521

COUNTY: County of Humboldt  
Public Works Department  
Real Property Branch  
1106 Second Street  
Eureka, CA 95501

All insurance notices shall also be addressed to:

County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, CA 95501

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this Section.

31. ASSIGNMENT

This Sublease may not be assigned by the SUBLESSEE.

32. SUBLEASE MODIFICATION

This Sublease may be modified only by subsequent written agreement signed by COUNTY and SUBLESSEE.

33. SUBLESSEE IS NOT OFFICER, EMPLOYEE, OR AGENT OF COUNTY

While engaged in carrying out and complying with the terms and conditions of this Sublease, SUBLESSEE is an independent contractor and not an officer, employee, or agent of COUNTY.

33. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this sublease to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. WAIVER OF BREACH

The waiver by COUNTY of any breach of any provision of this Sublease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Sublease.

36. REMEDY FOR BREACH

In the event of breach of this Sublease by SUBLESSEE or COUNTY, COUNTY and/or SUBLESSEE shall have all rights and remedies provided by law.

37. SURRENDER OF PREMISES

At the termination of this Sublease, SUBLESSEE shall surrender the SUBLESSEES Premises to COUNTY in good condition and repair, except for normal wear and tear.

38. BINDING EFFECT

All provisions of this sublease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, successors, and assigns.

39. JURISDICTION AND APPLICABLE LAWS

This Sublease shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this sublease shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by Court order pursuant to Code of Civil Procedure §§394 and 395.

40. INTERPRETATION

As this Sublease was jointly prepared by both parties, the language in all parts of this Sublease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

41. ENTIRE AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

42. COUNTERPARTS

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

43. AUTHORITY TO EXECUTE

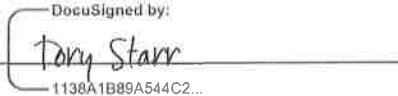
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

**COUNTY OF HUMBOLDT**

**SUBLESSEE: Open Door Community Health Centers**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
1138A1B89A544C2...


Name: \_\_\_\_\_

Name: Tory Starr

Title: \_\_\_\_\_

Title: President/ Executive Officer

Chairperson  
Board of Supervisors

By:  \_\_\_\_\_  
5F6EBEF7A58E486...

Name: Kathleen Moxon

Attest:  
Clerk of the

Title: Board Chair

By: \_\_\_\_\_

Title: Deputy Clerk of the Board  
of Supervisors

Exhibits:

Exhibit A – Master Lease

Exhibit B – Floor Plan

Exhibit C – Parking and Vicinity Map