

CONSENT TO SUBLEASE AGREEMENT

THIS CONSENT TO SUBLEASE AGREEMENT ("Agreement") is made as of this this 6th day of August, 2019, by and among OMNINET PROPERTIES MANCHESTER CENTER, LLC, a Delaware limited liability company ("LESSOR"), FRESNO AREA WORKFORCE INVESTMENT CORPORATION, a California public benefit corporation ("TENANT"), and the County of Fresno ("SUB-TENANT"), a political subdivision of the State of California.

R E C I T A L S:

A. Reference is hereby made to that certain Office Lease dated as of August 19, 2011 (as amended, collectively, the "Lease"), pursuant to which TENANT leases from LESSOR office space consisting of approximately 32,768 net usable square feet in the aggregate, which includes (i) 6,922 net usable square feet on the first floor in Suite D155, (ii) 18,155 net usable square feet on the second floor in Suite E221, and (iii) 7,691 net usable square feet on the second floor in Suite E225 (collectively, the "Premises"), all in the building located at 3302 N. Blackstone Avenue, Fresno, California 93726 (the "Building"), as more particularly described in the Lease.

B. TENANT/SUBLESSOR has entered into that certain Sublease Agreement dated this 6th day of August, 2019 between TENANT/SUB-LESSOR and SUB-TENANT (the "Sublease"), with respect to a subletting by SUB-TENANT from TENANT/SUB-LESSOR of a portion of the Premises, consisting of 2,199 feet net usable square feet, in the aggregate, which includes approximately 1,449 feet net usable square feet "of direct space" and 750 feet net usable square feet "of common space", as more particularly described in the Sublease (the "Sublet Premises").

C. Pursuant to the terms of Section 14 of the Lease, TENANT hereby requests LESSOR's consent to the Sublease, the Subleasing Agreement by and between the Fresno Area Workforce Investment Corporation and the County of Fresno is referenced in a separate Board Agenda Item

1 calendared for Board Calendar August 6, 2019, and incorporated by this reference. LESSOR is willing  
2 to consent to the Sublease on the terms and conditions contained herein.

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4 D. All defined terms not otherwise expressly defined herein shall have the respective  
5 meanings given in the Lease.

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7 A G R E E M E N T:  
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9 1. Lessor's Consent. LESSOR hereby consents to the Sublease; provided however,  
10 notwithstanding anything contained in the Sublease or this Agreement to the contrary, such consent is  
11 granted by LESSOR only upon the terms and conditions set forth in this Agreement. The Sublease is  
12 subject and subordinate to the Lease, SUB-TENANT shall not violate any of the terms of the Lease, and  
13 SUB-TENANT shall comply with all provisions of the Lease to the extent incorporated into the Sublease.  
14 LESSOR shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the  
15 Sublease. Nothing contained in this Agreement shall: (a) be construed to modify, waive or affect (i) any  
16 of the provisions, covenants or conditions in the Lease, (ii) any of the obligations of TENANT under the  
17 Lease, or (iii) any rights or remedies of LESSOR under the Lease, or to enlarge or increase LESSOR's  
18 obligations or the rights of TENANT under the Lease; and/or (b) be construed to waive any past, present  
19 or future breach or default on the part of TENANT or SUB-TENANT under the Lease. No modifications  
20 may be made to the Sublease without LESSOR's prior written consent. In case of any conflict between  
21 the provisions of this Agreement and the provisions of the Sublease, the provisions of this Agreement  
22 shall prevail, unaffected by the Sublease.

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24 2. Non-Release of TENANT; Further Transfers. Neither the Sublease nor this consent  
25 thereto shall release or discharge TENANT from any liability, whether past, present or future, under the  
26 Lease, or alter the primary liability of the TENANT to pay the rent and perform and comply with all of the  
27 obligations of TENANT to be performed under the Lease (including, without limitation, the payment of all  
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1 bills rendered by LESSOR for charges incurred by SUB-TENANT for services and materials supplied to  
2 the Sublet Premises). Neither the Sublease, nor this consent thereto, shall be construed as a waiver of  
3 LESSOR's right to consent to any further subletting either by TENANT or by the SUB-TENANT, or to any  
4 assignment by TENANT of the Lease, or assignment by the SUB-TENANT of the Sublease, or as a  
5 consent to any portion of the Sublet Premises being used or occupied by any other party. LESSOR may  
6 consent to subsequent sublettings and assignments of the Lease or the Sublease or any amendments  
7 or modifications thereto without notifying TENANT or SUB-TENANT, nor anyone else liable under the  
8 Lease, and without obtaining their consent. No such action by LESSOR shall relieve such persons from  
9 any liability to LESSOR or otherwise with regard to the Sublet Premises.

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11 3. Relationship With Lessor. TENANT hereby assigns and transfers to LESSOR TENANT's  
12 interest in the Sublease and all rentals and income arising therefrom, subject to the terms of this Section  
13 3. LESSOR, by consenting to the Sublease agrees that until a default shall occur in the performance of  
14 TENANT's obligations under the Lease, and subject to any payments due LESSOR under Sections "2"  
15 and "4" ("Term" and "Rent", respectively) of the original Master Lease (dated August 19, 2011; for excess  
16 rental and other excess consideration, as described in such Sections "2" and "4") and/or other amounts  
17 to which LESSOR is entitled under the Lease, TENANT may receive, collect and enjoy the rents accruing  
18 under the Sublease. In the event TENANT shall default in the performance of its obligations to LESSOR  
19 under the Lease (whether or not LESSOR terminates the Lease), LESSOR may, at its option (in its sole  
20 and absolute discretion) with notice to TENANT, (i) terminate the Sublease, (ii) elect to receive and  
21 collect, directly from SUB-TENANT, all rent and any other sums owing under the Sublease, as further set  
22 forth in Section 3.1 below, and/or (iii) elect to succeed to TENANT's interest in the Sublease and cause  
23 SUB-TENANT to attorn to LESSOR, as further set forth in Section 3.2 below.

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25 3.1 Lessor's Election to Receive Rents. LESSOR shall not, by reason of the Sublease,  
26 the collection of rents or any other sums from the SUB-TENANT, or otherwise, be deemed liable  
27 to SUB-TENANT for any failure of TENANT to perform and comply with any obligation of  
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TENANT. TENANT hereby irrevocably authorizes and directs SUB-TENANT, upon receipt of any written notice from LESSOR stating that a default exists in the performance of TENANT's obligations under the Lease, to pay to LESSOR the rents and any other sums due under the Sublease. TENANT agrees that SUB-TENANT shall have the right to rely upon any such statement and request from LESSOR, and that SUB-TENANT shall pay any such rents and any other sums to LESSOR without any obligation or right to inquire as to whether such default exists, and notwithstanding any notice from or claim from TENANT to the contrary. TENANT shall not have any right or claim against SUB-TENANT for any such rents or any other sums so paid by SUB-TENANT to LESSOR. LESSOR shall credit TENANT with any rent received by LESSOR under such assignment, but the acceptance of any payment on account of rent or any other amount from SUB-TENANT as the result of any such default or otherwise shall in no manner whatsoever be deemed an attornment by the LESSOR to SUB-TENANT, or by SUB-TENANT to LESSOR, be deemed a waiver by LESSOR of any provision of the Lease, or serve to release TENANT from any liability under the terms, covenants, conditions, provisions or agreements under the Lease.

3.2 LESSOR's Election of SUB-TENANT Attornment. In the event LESSOR elects, at its option (in its sole and absolute discretion), to cause SUB-TENANT to attorn to LESSOR, SUB-TENANT shall immediately attorn to LESSOR under the terms of the Sublease, LESSOR shall undertake the obligations of TENANT under the Sublease from the time of the exercise of the option, but LESSOR shall not (i) be liable for any prepayment of rent, any security deposit paid by SUB-TENANT or any other amount paid by SUB-TENANT to TENANT, (ii) be liable for any improvement allowances, contributions, disbursements, abatement and/or other amounts and/or concessions to be paid and/or provided by TENANT to SUB-TENANT, (iii) be liable for any previous act or omission of TENANT under the Lease and/or the Sublease (including, without limitation, any default by TENANT), (iv) be subject to any defenses or offsets previously accrued

1 which SUB-TENANT may have against TENANT, or (v) be bound by any changes or  
2 modifications made to the Sublease without the written consent of LESSOR.

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4 4. General Provisions.

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6 4.1 Brokerage Commission. LESSOR, TENANT, and SUB-TENANT each  
7 acknowledge that there are no brokerage commissions associated, with the Lease or the  
8 Sublease.

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10 4.2 Controlling Law. The terms and provisions of this Agreement shall be construed in  
11 accordance with and governed by the laws of the State of California.

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13 4.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of  
14 the parties hereto, their heirs, successors and assigns. As used herein, the singular number  
15 includes the plural and the masculine gender includes the feminine and neuter.

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17 4.4 Estoppel. TENANT warrants, represents and certifies to LESSOR that as of the  
18 date of this Agreement: (a) LESSOR is not in default under the Lease; and (b) TENANT does not  
19 have any defenses or offsets to payment of rent and performance of its obligations under the  
20 Lease as and when same becomes due.

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22 4.5 Partial Invalidity. If any term, provision or condition contained in this Agreement  
23 shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the  
24 application of such term, provision or condition to persons or circumstances other than those with  
25 respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every  
26 other term, provision and condition of this Agreement shall be valid and enforceable to the fullest  
27 extent possible permitted by law.

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2           4.6     Counterparts. This Agreement may be executed in counterparts, each of which  
3 shall be deemed an original part, and all of which together shall constitute a single agreement.  
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5       4.7     Attorneys' Fees. If TENANT or LESSOR commences litigation against the other for the  
6 specific performance of this Agreement, for damages for the breach hereof or otherwise for  
7 enforcement of any remedy hereunder, TENANT and LESSOR hereto agree to and hereby do  
8 waive any right to a trial by jury and, in the event of any such commencement of litigation, the  
9 prevailing party shall be entitled to recover from the other party such costs and reasonable  
10 attorneys' fees as may have been incurred. The Section 4.7 shall not apply to SUB-TENANT.  
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12       4.8     Notices. The persons and their addresses having authority to give and receive notices  
13 under this Agreement include the following:  
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15  
16           Omninet Property Management, Inc.  
17           9420 Wilshire Blvd, Suite 400  
18           Beverly Hills, CA 90212-3151


19           Omninet Properties Manchester Center, LLC  
20           1901 E Shields Avenue, Suite 203  
21           Fresno, California 93726-5310  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sub-lease  
2 Agreement as of the day and year first hereinabove written.

3  
4 **LESSOR**

**COUNTY OF FRESNO,  
SUB-TENANT**

5  
6 (Authorized Signature)

  
Nathan Magsig  
Chairman of the Board of Supervisors of  
the County of Fresno

7 OMNINET PROPERTIES  
8 MANCHESTER  
9 CENTER, LLC, a Delaware limited  
liability Company

10 Benjamin Nazarian, Manager  
Print Name & Title

11  
12 Omninet Properties Manchester, LLC  
13 c/o Benjamin Nazarian  
14 9420 Wilshire Blvd. Suite 400  
Beverly Hills, CA 90212  
Mailing Address

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:

  
Deputy

15  
16 **TENANT/SUB-LESSOR**

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18 (Authorized Signature)  
19 Fresno Area Workforce Investment  
Corporation, Chair

20 Paul Bauer, Chair  
Print Name & Title

21  
22 2125 Kern Street, Suite 208  
Fresno, CA 93721-2648  
23 Mailing Address

24 **FOR ACCOUNTING USE ONLY:**

Fund:	0001
Subclass:	10000
ORG No.:	5610
Account No.:	7340

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Sub- lease Agreement as of the day and year first hereinabove written.

**LESSOR**

OMNINET PROPERTIES MANCHESTER  
CENTER, LLC, a Delaware limited liability  
company

By: California Mall Ventures, LLC,  
a Delaware limited liability company  
Its: Member

By:   
Name: Benjamin Nazarian  
Title: Manager

**COUNTY OF FRESNO,  
SUB-TENANT**

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Nathan Magsig  
Chairman of the Board of Supervisors of  
the County of Fresno

**Mailing Address**

Omninet Properties Manchester, LLC  
c/o Benjamin Nazarian  
9420 Wilshire Blvd. Suite 400  
Beverly Hills, CA 90212  
Telephone: (310) 300-4100  
Facsimile: (310) 300-4101

With Copy to:

Omninet Property Management, Inc.  
9420 Wilshire Boulevard  
Suite 400  
Beverly Hills, California 90212  
Attention: Operations

And to:

Omninet Properties Manchester Center, LLC  
1901 E. Shields Avenue  
Suite 203  
Fresno, California 93726  
Attention: Property Manager

**TENANT/SUB-LESSOR**

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California