

# **SUBLEASE**

by and between

**YARDI SYSTEMS, INC.,**  
a California corporation

as Sublandlord,

and

**COUNTY OF VENTURA**

as Subtenant,

at

2791 Park View Court, Oxnard  
California 93036

## SUBLEASE

THIS SUBLEASE (“**Sublease**”) is made as of this \_\_\_\_ day of February, 2024, by and between **YARDI SYSTEMS, INC.**, a California corporation (“**Sublandlord**”) and **COUNTY OF VENTURA**(“**Subtenant**”) with regard to the following facts:

### RECITALS

A. Sublandlord is the tenant under that certain Lease dated March 9, 2016 (“**Original Lease**”) with SOCM I, LLC, a Delaware limited liability company (“**Landlord**”), as amended by that certain First Amendment to Lease (the “**First Amendment**”) dated as of July 20, 2016, that certain Second Amendment to Lease (the “**Second Amendment**”) dated as of September 26, 2018, and that certain Third Amendment to Lease (the “**Third Amendment**”) dated as of April 6, 2020 (collectively, as amended, the “**Lease**”), pursuant to which Sublandlord leased from Landlord certain premises consisting of approximately 13,414 rentable square feet on the first floor of the building (the “**Building**”) located at 2791 Park View Court, Oxnard, California 93036 (the “**Premises**”), as more particularly described in the Second Amendment.

B. Sublandlord now desires to sublease to Subtenant, and Subtenant now desires to sublease from Sublandlord, the entire Premises as depicted on Exhibit “D” attached hereto (the “**Sublease Premises**”), upon the terms, covenants and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease, unless expressly superseded by the terms of this Sublease.

2. **Sublease**. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, the Sublease Premises on an “as-is,” “where-is” basis, subject to the terms, covenants and conditions set forth in this Sublease. Except as expressly set forth herein, no representations or warranties of any kind have been made to Subtenant concerning the condition of the Sublease Premises, nor have any promises to alter or improve the Sublease Premises been made by Sublandlord or any party on behalf of Sublandlord. Subtenant is subleasing the Sublease Premises from Sublandlord after having had an opportunity to fully inspect the Sublease Premises, including without limitation, the Building systems and equipment such as, including but limited to, plumbing, electrical, fire-life safety, HVAC and risers, and the right not to execute this Sublease if the results of said inspection were unacceptable. Therefore, Subtenant hereby agrees that the term “as is” means that upon having approved said inspections, if any, it will sublease the Sublease Premises, without warranty or representation, either oral or written, or expressed or implied, as to the physical condition of the Sublease Premises and/or the compliance of same with building, fire, health and zoning codes and other applicable laws, ordinances and regulations. Sublandlord hereby expressly disclaims any and all warranties or

representations made to Subtenant, whether the same were made by any partner, officer, director or employee of Sublandlord or any other agent of same, such as a broker. At the termination of this Sublease, Subtenant shall surrender the Sublease Premises to Sublandlord in the condition received without any modifications or alterations whatsoever, reasonable wear and tear excepted, vacant and without any Subtenant's owned trade fixtures, equipment, furniture, furnishings and other personal property ("Subtenant's Personal Property"), and Subtenant, at Subtenant's sole cost, shall repair all damage caused by the removal of Subtenant's Personal Property or otherwise. For purposes hereof, the "rentable square feet" of the Sublease Premises set forth in Recital A above are hereby agreed to by Sublandlord and Subtenant and shall not be subject to revision, except to the extent revised by Landlord in accordance with the Lease. Notwithstanding anything to the contrary set forth herein, Sublandlord at its sole cost and expense shall deliver the Sublease Premises to Subtenant in broom clean condition with the Furniture (as defined below) located in the Sublease Premises, on or before the Commencement Date.

3. **Term.** The term ("Term") of this Sublease shall commence effective as of the date which is the later of (i) March 1, 2024, and (ii) within three (3) business days after the date Landlord has delivered a fully signed "Consent" to Sublandlord, as that term is described in Section 10 below (the "**Commencement Date**") and shall expire as of 11:59 p.m. on December 31, 2026, unless this Sublease is sooner terminated pursuant to any provision of this Sublease or the Lease (the "**Expiration Date**"). Notwithstanding anything herein or in the Lease to the contrary, Subtenant shall have no rights to extend the term of this Sublease. Sublandlord shall (i) deliver possession of the Sublease Premises to Subtenant as required herein on the Commencement Date, and (ii) provide Subtenant with written notice of the actual Commencement Date promptly after the Commencement Date occurs.

4. **Rent.**

(a) **Basic Rent.** Effective as of the Commencement Date, Subtenant shall pay to Sublandlord, or its designee, rent for the Sublease Premises in equal monthly payments pursuant to the rent schedule set forth below ("**Basic Rent**"), in advance, on or before the first day of each month during the Term of this Sublease.

**Basic Rent Schedule**

Commencement Date – end of the 12<sup>th</sup> full Month of the Term: \$30,852.20 per month

Beginning of the 13<sup>th</sup> Month of the Term to the end of the 24<sup>th</sup> Month of the Term:  
\$31,777.77 per month.

Beginning of the 24<sup>th</sup> Month of the Term to the Expiration Date: \$32,731.00 per month.

Subtenant shall pay to Sublandlord \$30,852.20 upon execution of this Sublease as Basic Rent for the first full month of the Term.

Basic Rent and all other payments of rent and other sums due under this Sublease shall be payable by Subtenant without notice, demand, reduction or set-off in lawful money of the United States of America to Sublandlord or its agent at the address set forth in this Sublease, or to such

other person or such other places as Sublandlord may from time to time designate in writing. Until further notice, all payments should be made payable to Yardi Systems Inc. and send to:

Yardi Systems, Inc.  
430 S Fairview Avenue  
Santa Barbara, CA 93117  
Attention: Accounts Payable

If the Term begins or ends on a day other than the first or last day of a month, the Basic Rent for the partial month shall be prorated on the basis of a thirty (30) day month.

(b) **Additional Rent.** Subtenant shall not pay for any Operating Expenses set forth in the Lease, including real property taxes, insurance, assessments, maintenance, janitorial services and utilities, except as set forth in this Sublease. In addition to the Basic Rent set forth in this Sublease to be paid by Subtenant to Sublandlord, Subtenant shall pay to Sublandlord, as additional rent ("**Subtenant's Additional Rent**") for the following additional services (the "**Subtenant's Additional Services**");

(i) any other services requested by Subtenant or required as a result of Subtenant's use of the Sublease Premises, which are not provided by Landlord for the Sublease under the Lease as basic services such after-hours HVAC service, additional janitorial service, internet and telephone, or alarm and security services, and

(ii) any and all amounts which become due and payable by Sublandlord to Landlord under the Lease as additional charges which would not have become due and payable but for the use, acts and/or failures to act of Subtenant under this Sublease.

(c) **Utilities, Janitorial Services and Other Services (the "Lease Services")**. The Lease Services shall be provided by Landlord pursuant and subject to the terms of the Lease and are included in the Basic Rent. Notwithstanding the foregoing, Subtenant shall be responsible and pay for as Subtenant's Additional Rent for any Subtenant's Additional Services.

The obligations of Subtenant to pay Subtenant's Additional Rent shall survive the expiration or earlier termination of the Term.

(d) **Security Deposit.**

(i) Within five (5) business days after Subtenant's execution of this Sublease, Subtenant shall deposit with Sublandlord a security deposit (the "**Security Deposit**") in the amount of \$30,852.20 as security for the faithful performance by Subtenant of all of its obligations under this Sublease. If Subtenant breaches or defaults with respect to any provisions of this Sublease, including, but not limited to, the provisions relating to the payment of Basic Rent and/or Additional Rent (collectively, "**Rent**"), the removal of property and the repair of resultant damage, Sublandlord may, without notice to Subtenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other past due sum and Subtenant shall, upon demand therefor, restore the Security Deposit to its original amount (including, without limitation, during any eviction moratorium, to the extent

allowed by applicable laws). Any unapplied portion of the Security Deposit shall be returned to Subtenant, or, at Sublandlord's option, to the last assignee of Subtenant's interest hereunder, within thirty (30) days following the expiration of the Term. Subtenant shall not be entitled to any interest on the Security Deposit. Subtenant hereby irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Subtenant now has, or in the future may have, under Section 1950.7 of the California Civil Code, any successor statute, and all other provisions of law, now or hereafter in effect, including, but not limited to, any provision of law which (i) establishes the time frame by which a landlord must refund a security deposit under a lease, or (ii) provides that a landlord may claim from a security deposit only those sums reasonably necessary to remedy breaches or defaults in the payment of rent, to repair damage caused by a tenant, or to clean the subject premises. Subtenant acknowledges and agrees that (A) any statutory time frames for the return of a security deposit are superseded by the express period identified in this Section, above, and (B) rather than be so limited, Sublandlord may claim from the Security Deposit (x) any and all sums expressly identified in this Section, above, and (y) any additional sums reasonably necessary to compensate Landlord for any and all losses or damages caused by Subtenant's breach or default of this Sublease, including, but not limited to, all damages or rent due upon termination of this Sublease pursuant to Section 1951.2 of the California Civil Code.

5. **Use.** The Sublease Premises shall be used for general office use only and shall not be open to the public or to service customers and shall not be used or permitted to be used for any other purpose without the prior written consent of Sublandlord and Landlord, which consent may be withheld in Sublandlord's or Landlord's sole discretion, as the case may be. All provisions of the Lease regarding use of the Sublease Premises shall apply to the Subtenant.

Subtenant and Subtenant's employees and personnel shall use commercially reasonable efforts to use the Park View Court entrance doors as the primary entrances into the Sublease Premises.

6. **Lease.** As applied to this Sublease, except as otherwise expressly provided herein, the words "Lessor" and "Lessee" as used in the Lease shall be deemed to refer to Sublandlord and Subtenant hereunder, respectively. Subtenant and this Sublease shall be subject in all respects to the terms of, and the rights of Landlord under the Lease and to all matters to which the Lease is subordinate. A redacted copy of the Lease is attached hereto as **Exhibit "A"**. Subtenant confirms that it has read the Lease and is familiar with the terms and provisions thereof. Except as otherwise expressly provided herein, the covenants, agreements, terms, provisions and conditions of the Lease insofar as they relate to the Sublease Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full, and the rights and obligations of Lessor and the Lessee under the Lease shall be deemed the rights and obligations of Sublandlord and Subtenant respectively hereunder and shall be binding upon and inure to the benefit of Sublandlord and Subtenant respectively except that the time limits contained in the Lease for the giving of notices, making of demands, or performing of any act, condition or covenant on the part of Subtenant as tenant under the Lease or for the exercise by Sublandlord as lessor under the Lease of any right, remedy or option, are changed for the purposes of incorporation herein by shortening the same in each instance by two (2) business days so that in each instance Subtenant shall have two (2) business days less time to observe or perform under this Sublease than Sublandlord has as lessee under the Lease. As between the parties hereto only, in the event of a conflict between the terms of the Lease and the terms of this Sublease, the terms of this Sublease

shall control only to the extent they are inconsistent with the terms of the Lease and their respective counterpart provisions in the Lease shall be excluded only to such extent.

7. **Excluded Provisions.** The following provisions of the Original Lease, First Amendment, Second Amendment and Third Amendment shall not apply to this Sublease: Original Lease Sections 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.14, 1.16, 1.17, 1.19, 1.20, 2, 3, 4 (to extent of any payments by Subtenant unless such payment is related to Subtenant's Additional Rent), 5, 6.4, 12.7, 20, 22, 34, Exhibit B, Exhibit C, Schedule 1 to Exhibit C, Schedule 3 to Exhibit C, Rider No. 1, Rider No. 2, Rider No. 3, Rider No. 4, and Rider No. 5; First Amendment Lease Sections 1, 2, and 3; Second Amendment Sections 1, 3, 4, 5, 6, 10, 11, 12, and Exhibit B; and Third Amendment Sections 1, 2, and Exhibit A. .. Sublandlord hereby represents and warrants to Subtenant that none of the redacted provisions of the Lease will affect Subtenant's rights to the Sublease Premises.

8. **Landlord's Performance Under Lease.** Subtenant recognizes that Sublandlord is not in a position to render any of the services or to perform any of the obligations required by Landlord by the terms of this Sublease. Therefore, notwithstanding anything to the contrary contained in this Sublease, Subtenant agrees that performance by Sublandlord of its obligations hereunder are conditional upon due performance by Landlord of its corresponding obligations under the Lease and Sublandlord shall not be liable to Subtenant for any default of Landlord under the Lease. Subtenant shall not have any claim against Sublandlord by reason of Landlord's failure or refusal to comply with any of the provisions of the Lease, unless such failure or refusal is a result of Sublandlord's act or failure to act, and Subtenant shall pay Basic Rent and Additional Rent and all other charges provided for herein without any abatement, deduction or set-off whatsoever. Subtenant covenants and warrants that it fully understands and agrees to be subject to and bound by all of the covenants, agreements, terms, provisions and conditions of the Lease, except as modified herein. Furthermore, Subtenant further covenants not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Lease on the part of the Lessee thereunder. Whenever the consent of Landlord shall be required by, or Landlord shall fail to perform its obligations under, the Lease, Sublandlord agrees to use commercially reasonable efforts to obtain such consent (as more specifically provided in Section 9, below) and/or performance on behalf of Subtenant. So long as Subtenant is not in default under this Sublease, Sublandlord covenants as follows: (a) not to voluntarily terminate the Lease (except (1) in the event of damage or destruction or condemnation and in accordance with Sublandlord's rights under the Lease or (2) in any other manner in which Subtenant's rights hereunder are preserved); (b) not to modify the Lease so as to adversely affect Subtenant's rights hereunder; and (c) to take all commercially reasonable actions necessary to preserve the Lease. Sublandlord shall indemnify, defend, protect and hold Subtenant harmless from all third-party claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the breach by Sublandlord of any of the covenants set forth in the immediately preceding sentence. If Sublandlord fails, after using reasonable efforts, to cause Landlord under the Lease to observe and/or perform its obligations under the Lease, upon prior written notice to Sublandlord, Sublandlord shall non-exclusively assign to Subtenant Sublandlord's right under the Lease to enforce such provisions of the Lease and Sublandlord, upon Subtenant's reasonable request and at Subtenant's sole cost and expense, shall reasonably cooperate with Subtenant in this regard. Subtenant shall defend, protect, indemnify and hold Sublandlord harmless from all

third-party claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any such action by Subtenant, unless such actions are required as a result of Sublandlord's breach of any of its covenants set forth in items (a) - (c) above. Subtenant agrees that except as otherwise expressly provided herein, Sublandlord shall not be required to dispute any determinations or other assertions or claims of Landlord regarding the rights or obligations of Sublandlord under the Lease for which Subtenant is or may be responsible under this Sublease or by which Subtenant may be bound.

9. **Consents.** All references in this Sublease to the consent or approval of Landlord and/or Sublandlord shall be deemed to mean the written consent or approval of Landlord and/or Sublandlord, as the case may be, and no consent or approval of Landlord and/or Sublandlord, as the case may be, shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Landlord and/or Sublandlord, as the case may be. In all provisions requiring the approval or consent of Sublandlord (whether pursuant to the express terms of this Sublease or the terms of the Lease incorporated herein), Subtenant shall be required to obtain the approval or consent of Landlord and then to obtain like approval or consent of Sublandlord; provided, however, that: (a) application for Sublandlord's approval or consent may be submitted by Subtenant prior to receipt of Landlord's approval or consent; (b) Sublandlord shall respond to such application for approval or consent within a reasonable time after receipt thereof but need not respond prior to receipt from Landlord of its consent; and (c) Sublandlord may condition its approval or consent upon the subsequent receipt by Subtenant of Landlord's unconditional approval or consent to such application. If Sublandlord is required or has determined to give its consent or approval, Sublandlord shall cooperate reasonably with Subtenant in endeavoring to obtain Landlord's consent or approval upon and subject to the following terms and conditions: (i) Subtenant shall reimburse Sublandlord for any out-of-pocket costs incurred by Sublandlord in connection with seeking such consent or approval; (ii) Sublandlord shall not be required to make any payments to Landlord or to enter into any agreements or to modify the Lease or this Sublease in order to obtain any such consent or approval; and (iii) if Subtenant agrees or is otherwise obligated to make any payments to Sublandlord or Landlord in connection with such request for such consent or approval, Subtenant shall have made arrangements for such payments which are reasonably satisfactory to Sublandlord. If Subtenant asks Sublandlord in writing to request Landlord to give Landlord's consent or approval in any situation where such consent or approval is required hereunder or under the Lease, if such request contains the form and substance of the request prepared for Sublandlord's signature and is reasonably acceptable to Sublandlord, Sublandlord shall promptly request such consent or approval from Landlord. Nothing contained in this Section 9 shall be deemed to require Sublandlord to give any consent or approval because Landlord has given such consent or approval. Whenever either party to this Sublease agrees not to unreasonably withhold its consent, such consent shall also not be unreasonably delayed or conditioned.

10. **Consent of Landlord.** This Sublease shall not be effective until Landlord has signed and delivered to Sublandlord and Subtenant its written consent to this Sublease (the "**Consent**"). Promptly following execution and delivery hereof, Sublandlord will submit this Sublease to Landlord for such consent. Subtenant agrees that it shall cooperate in good faith with Sublandlord and shall comply with any reasonable request made of Subtenant by Sublandlord or Landlord in connection with the procurement of the Consent. In the event, for any reason whatsoever, the Consent is not delivered to Sublandlord within thirty (30) days after

Sublandlord's request therefor from Landlord, Sublandlord may, in its sole discretion, cancel this Sublease by giving written notice to Subtenant before the Consent is actually delivered to Sublandlord.

11. **Effect of Sublease and Landlord's Consent.** Notwithstanding this Sublease and any consent of Landlord to this Sublease:

(a) Such consent to this Sublease will not release Sublandlord from its obligations or alter the primary liability of Sublandlord to pay the rent and perform and comply with all of the obligations of Sublandlord to be performed under the Lease. By Landlord's consent hereto, Landlord does not consent or agree to any modifications of the Lease;

(b) The acceptance of any Rent or any other sums by Landlord from Subtenant and/or anyone else liable under the Lease shall not be deemed a waiver by Landlord of any provisions of the Lease;

(c) Landlord's consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment;

(d) In the event of any default of Sublandlord under the Lease, Landlord may proceed directly against Sublandlord or anyone else liable under the Lease without first exhausting Landlord's remedies against any other person or entity liable thereon to Landlord; and

(e) Landlord does not agree to attorn to Subtenant upon a termination of the Lease. In the event Landlord succeeds to Sublandlord's interest under the Lease, whether as a result of a default under the Lease and in termination thereof or otherwise, then Landlord, at its option and without being obligated to do so, may require Subtenant to attorn to Landlord. In such event (but not otherwise), Landlord shall undertake the obligations of Sublandlord under this Sublease from the time of the exercise of said option to terminate this Sublease, but Landlord shall not be liable for any prepaid rents or any security deposit paid by Subtenant, nor shall Landlord be liable for any other defaults of Sublandlord under this Sublease. In the event the Lease is terminated and if Landlord does not require Subtenant to attorn to Landlord, Subtenant shall have no further right to possession of the Sublease Premises.

12. **Alterations.** Subtenant shall not make any alterations, additions or improvements to the Sublease Premises or other portions of the Building whatsoever (collectively referred to as "**Alterations**") during the Term. Any Alterations made by Subtenant or on behalf of Subtenant during the Term shall be deemed to be a default and breach of this Sublease by Subtenant.

13. **Notices.** Any and all notices, approvals or demands required or permitted under this Sublease shall be in writing, shall be served either personally, by United States certified mail, postage prepaid, return receipt requested or by reputable overnight carrier and, shall be deemed to have been given or made on the day on which it was received and shall be addressed to the parties at the addresses set forth below. Any party may, from time to time, by like notice, give notice of any change of address, and in such event, the address of such party shall be deemed to have been changed accordingly. The address for each party is:



If to Sublandlord: Yardi Systems, Inc.  
430 S Fairview Avenue  
Santa Barbara, CA 93117  
Attention: Legal Department  
Telephone: 805.699.2040 ext. 1769  
Facsimile: 805.699.2044  
Email:  
Arnold.Brier@yardi.com

with a copy to:  
Yardi Systems, Inc.  
500 Colonial Center Parkway, Suite 200  
Roswell, GA 30076  
Attention: Donald Rogers, General Manager; Director of  
Operations  
Telephone: 770.729.0007 x6216  
Facsimile: 770.729.0065  
Email: donald.rogers@yardi.com

If to Subtenant: County of Ventura  
Public Works Agency  
Real Estate Services  
800 South Victoria Avenue  
Ventura, CA 93009-1600  
  
Attn: John Weal  
Phone: (805) 662-6796

14. **Broker.** Sublandlord and Subtenant warrant to each other and to Landlord that each has had no dealings with any real estate broker or agent in connection with the negotiation of this Sublease, except for Carlo Brignardello of Cushman & Wakefield representing Sublandlord (“**Broker**”), whose commission shall be payable solely by Sublandlord pursuant to a separate written agreement between Broker and Sublandlord, and that neither Sublandlord nor Subtenant knows of any real estate broker or agent (other than the Broker) who is or might be entitled to a commission in connection with this Sublease. Sublandlord and Subtenant each hereby agree to indemnify, defend and hold harmless the other and Landlord from and against any third-party losses, causes of action, liabilities, damages, claims, demands, costs and expenses (including reasonable attorneys’ fees and costs) incurred, or to be incurred, by reason of any breach of the foregoing warranty by either party hereto with respect to any such dealings with any and all real estate broker(s) or agent(s) (other than the Broker). Sublandlord and Subtenant hereby acknowledge and agree that Cushman & Wakefield is the only broker involved in this Sublease which may create a dual agency under real estate law.

15. **Insurance, Proceeds and Awards.** Subtenant, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance

shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than Two Million Dollars (\$2,000,000.00). Notwithstanding anything to the contrary provided in this Sublease, Subtenant shall furnish to Landlord and Sublandlord a letter of self-insurance (the "Self-Insured Letter"), which shall verify that Subtenant carries liability insurance as described above. Said letter shall verify that (i) Landlord and Sublandlord are named as an additional insured in said insurance, (ii) said insurance covers products and completed operations coverages, (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Landlord and Sublandlord, and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either Subtenant's or Landlord's or Sublandlord's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by Subtenant, including leases. The Self-Insured Letter is shown in Exhibit "E" attached hereto.

16. **Indemnity.** Subtenant hereby agrees to indemnify, protect, defend and hold Sublandlord harmless from and against any and all third-party claims, losses and damages including, without limitation, reasonable attorneys' fees and disbursements: (a) which may at any time be asserted against Sublandlord by (i) Landlord for failure of Subtenant to perform any of the covenants, agreements, terms, provisions or conditions contained in the Lease which by reason of the provisions of this Sublease Subtenant is obligated to perform, or (ii) any person by reason of Subtenant's use and/or occupancy of the Sublease Premises; and (b) resulting from any failure by Subtenant to comply with the terms of this Sublease and the Lease, except to the extent any of the foregoing is caused by the gross negligence or willful misconduct of Sublandlord. The provisions of this Section 16 shall survive the expiration or earlier termination of the Lease and/or this Sublease. Notwithstanding anything to the contrary herein or in the Lease, Sublandlord's partners, members, officers, directors, shareholders, employees and agents shall not be liable to Subtenant under any circumstance. Subtenant waives all claims against Sublandlord for any injury or damage to any person or property in or about the Sublease Premises, except injury or damage caused by the gross negligence or intentional misconduct of Sublandlord or its agents or employees.

17. **Holdover.** Notwithstanding anything to the contrary contained in the Lease, if Subtenant fails to surrender the Sublease Premises upon the termination or expiration of this Sublease, with or without the express or implied consent of Sublandlord, Subtenant shall pay rent during such tenancy at a monthly rate equal to the greater of (a) the amount which Landlord requires Sublandlord to pay with respect to the Premises during such tenancy pursuant to the Lease, or (b) two hundred percent (200%) of the Basic Rent and additional rent applicable under this Sublease during the last period of the Term and, in addition to any and all other liabilities of Subtenant to Sublandlord accruing therefrom and any and all other rights and remedies of Sublandlord provided herein, at law, or in equity, Subtenant shall protect, defend, indemnify and hold Sublandlord harmless from all third-party loss, cost (including reasonable attorneys' fees) and liability resulting from such failure to surrender the Sublease Premises, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant of Landlord founded upon such failure to surrender.

18. **Assignment and Subletting.** Subtenant shall not be entitled to assign this Sublease or to sublet all or any portion of the Sublease Premises during the Term.

19. **Furniture.**

(a) Effective upon the Commencement Date, Subtenant, at no additional charge to Subtenant, shall be entitled to use the existing furniture, equipment, and systems (collectively the “FF&E”) as depicted in **Exhibit “C”** attached hereto. Any FF&E relocation or reconfiguration of the FF&E within the Premises shall be subject to Sublandlord’s prior approval and at the Subtenant’s expense. Upon the Expiration Term and satisfaction of all obligations by Subtenant under the Sublease, Sublandlord shall transfer title of the FF&E to Subtenant through a Bill of Sale for \$1.00 any time in the last 30 days of the Term, and Subtenant, at Subtenant’s sole cost and expense, shall be responsible for all the removal of the FF&E from the Premises as required under the Lease upon the Expiration Date. Notwithstanding the foregoing, in the event that Subtenant does not lease the Sublease Premises directly from Landlord after the Expiration Date, and at Sublandlord’s sole option, Sublandlord notifies Subtenant during the Term that Sublandlord will recapture the Premises for Sublandlord’s use after the Expiration Date, title of the FF&E shall not be transferred by Sublandlord to Subtenant, and Sublandlord shall retain full ownership of the FF&E after the Expiration Date without any further obligation to Subtenant in connection with the FF&E.

(b) **Delivery of Possession.** The FF&E shall be delivered in its “as is” condition as of the Commencement Date. Sublandlord makes no warranty, express or implied, as to any matter whatsoever including, without limitation, the design or condition of the FF&E, its merchantability or its fitness or capacity or durability for any particular purpose or the quality of material or workmanship of the FF&E. Sublandlord shall have no liability to Subtenant for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the FF&E, by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise, or in any way related to or arising out of this Sublease of the FF&E.

(c) **Maintenance of FF&E.** Subtenant, during the Term, shall not directly or indirectly create, incur, or suffer to exist any mortgage, lien, security interest, charge, encumbrance or claims on or with respect to the FF&E, title thereto or any interest therein and Subtenant shall immediately, at its own expense, take such action as may be necessary to discharge any such liens. Subtenant shall, at its sole expense, keep the FF&E in the condition received, ordinary wear and tear excepted, and shall not change or alter the FF&E in any manner whatsoever without the prior written consent of Sublandlord. Subtenant shall: (A) bear the entire risk of FF&E being lost, destroyed, damaged or otherwise rendered permanently unfit or unavailable for use from any cause whatsoever (hereinafter called an “**Event of Loss**”) after its delivery to Subtenant; and (B) obtain and maintain insurance which insures such Furniture for “all risks” for the full replacement cost value of the FF&E without deduction for depreciation of the covered items and which policies shall name Sublandlord as an additional insured and loss payee thereof. If an Event of Loss shall occur with respect to any FF&E, Subtenant shall promptly and fully notify Sublandlord thereof in writing. In such an event, Subtenant shall promptly pay to Sublandlord an amount equal to value, at replacement cost, new without deduction for depreciation of the FF&E so lost, destroyed, damaged or otherwise rendered permanently unfit or unavailable for use or replace the Furniture with furniture of like quality, in Sublandlord’s sole discretion. Subtenant shall not move any of the items comprising the FF&E nor permit any of such items to be moved from the Sublease Premises without the prior written

consent of Sublandlord, which consent may be withheld by Sublandlord in its sole discretion. In addition, Subtenant shall indemnify, defend, protect and hold harmless Sublandlord, its assignees, transferees and successors and their respective employees, officers and/or agents, from and against any third-party losses (including tax liability), hazardous materials liability, costs, expenses, liabilities, damages, penalties and disbursements at law or in equity, including reasonable attorneys' fees, imposed on or incurred by or asserted against the indemnified parties arising out of the leasing, ownership, use, possession, control, maintenance or operation of the FF&E and claims for property damage, personal injury or wrongful death arising in strict liability or negligence. All indemnities contained in this Section 19 shall survive the expiration or other termination of this Sublease and are expressly made for the benefit of, and shall be enforceable by, any or all of the indemnified parties.

(d) Return of Furniture. Notwithstanding anything to the contrary herein, Subtenant shall return the Furniture to Sublandlord at the end of the Term in the same condition as when received, reasonable wear and tear excepted.

20. Signage. Subject to Landlord's and Sublandlord's approval and in accordance with the terms of the Lease, including sign criteria or program, Subtenant shall be permitted to install signage outside the Sublease Premises pursuant and subject to the terms and conditions in Section 8 of the Second Amendment; provided, however, that any such signage shall be located at or near the entrance to the Sublease Premises located on Park View Court (and not on Collection Boulevard) ("**Subtenant's Signage**"). Subtenant shall be responsible for all costs and expenses incurred in having such Subtenant's Signage fabricated, installed, changed and removed, including the repair of any damage caused by such removal.

21. Parking. Subtenant shall be entitled to 54 "parking tags" subject to the terms of the Lease and pursuant to the terms in Section 7 of the Second Amendment, at no charge to Subtenant during the Term. Subtenant, as permitted under the Lease, may use the parking tags and parking spaces, on a first come served basis, for parking in any non-exclusive, non-reserved or non-metered parking spaces in the project.

22. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

23. Entire Agreement; Waiver. This Sublease contains the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

24. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further

documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

25. **Defined Terms.** All capitalized, defined terms used in this Sublease shall have the same meanings and effect given to them in the Lease unless otherwise defined herein.

26. **Choice of Law.** This Sublease shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law principles. Subtenant hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the County of Ventura in respect to any action or proceeding brought thereby by Landlord and/or Sublandlord against Subtenant concerning any matters arising out of or in any way relating to this Sublease; (b) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings; (c) agrees that the laws of the State of California shall govern in any such action or proceeding and waives any defense to any action or proceeding granted by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of California; and (d) agrees that any final judgment rendered against it in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Subtenant and Sublandlord further agree that any action or proceeding by Subtenant or Sublandlord against Landlord, Sublandlord and/or Subtenant in respect to any matters arising out of or in any way relating to this Sublease shall be brought only in the State of California, County of Ventura. In furtherance of the foregoing, Subtenant hereby agrees that its address for notices given by Landlord and/or Sublandlord and service of process under this Sublease shall be at same address set forth in Section 13 herein.

27. **Power and Authority.** Each of the persons executing this Sublease on behalf of Subtenant and Sublandlord respectively warrant and represent to the other that they have full power and authority to execute this Sublease and bind their respective parties hereto.

28. **Option to Extend.** Subtenant shall not have any options to extend the Term of this Sublease.

29. **Disclaimer.** Cushman & Wakefield and its agents, partners, offices and employees ("C&W") make no representation or warranty regarding the physical condition, compliance, safety and security of the Sublease Premises and Building. This Sublease was prepared as requested by Sublandlord and Subtenant. By assisting with the drafting and/or reviewing this sublease document, C&W assumes no responsibility for its content, accuracy or for the nature, effect or wording of any of the terms and conditions contained herein. C&W recommends that all parties to this transaction review this document with their legal counsel and/or tax counsel to determine potential legal or tax consequences. Sublandlord and Subtenant are both aware to rely solely upon its own investigation as to the nature, quality, character and financial responsibility in connection with this Sublease, and as to the nature, quality and character of the Sublease Premises and Building.

30. **Counterparts.** This Sublease may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument.

An electronically transmitted signature such as PDF and/or DocuSign, shall be deemed to constitute an original signature for the party so transmitting for the purposes of binding the parties hereto pending delivery of the actual original signed counterparts requested by any party.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease to be effective as of the day and year first above written.

**“SUBTENANT”:**

**COUNTY OF VENTURA**

a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**“SUBLANDLORD”:**

**YARDI SYSTEMS, INC.,**

a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT “A”**

**LEASE**

**[TO BE ATTACHED]**

## **EXHIBIT “B”**

**Intentionally Deleted**



**EXHIBIT “C”**

**FF&E**

**[TO BE ATTACHED BY YARDI]**

## EXHIBIT “D”

### SUBLEASE PREMISES

2791 PARK VIEW CT  
13,414 sq. ft.



Not to scale  
Furniture shown may vary

Not to scale

## EXHIBIT “E”

### Self-Insured Letter



**COUNTY of VENTURA**

COUNTY EXECUTIVE OFFICE  
Risk Management

January 25, 2024

RE: County of Ventura Self-Insurance  
Coverage Period: July 1, 2023 to July 1, 2024

To Whom it May Concern:

The County of Ventura is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount indicated below.

- Commercial General Liability including Vehicle Liability for \$2M per occurrence and no aggregate.
- Workers' Compensation & Employers' Liability permissibly self-insured for \$1M per occurrence.

This letter confirms our intent to treat the above-named entity as an “additional insured” but only per the agreed upon contract/agreement.

Please do not hesitate to contact us if you have any additional questions or concerns.

Respectfully,

*Theresa Bucci*

Risk Management  
County of Ventura  
(805) 654-3197

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HALL OF ADMINISTRATION L#1970

(805) 654-3197 • FAX (805) 648-9238 • 800 S. Victoria Avenue Ventura, CA 93009