

Attachment A



CEO-IT/ALC/RES-015-022
Rent Free License
County of Orange
600 W. Santa Ana Blvd.
Santa Ana, CA 92701

FIRST AMENDMENT TO LICENSE

THIS IS A FIRST AMENDMENT TO LICENSE AGREEMENT (hereinafter referred to as "**First Amendment**") is made and entered into _____, 2026, ("**Effective Date**"), by and between CIVIC CENTER, LLC (hereinafter referred to as "**Licensor**") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**"). County and Licensor may sometimes hereinafter be referred to individually as "**Party**" or jointly as "**Parties**."

RECITALS

- I. County leases from Licensor office space in the building located at 600 W. Santa Ana Blvd., Santa Ana, California ("**Building**"), including Suite 405 and 510 (collectively, "**Leases**").
- II. Pursuant to a license dated March 28, 2016, ("**License**"), County upgraded its phone and data equipment, serving the leased office space under the Leases, to a new system requiring installation of certain County equipment ("**Data Equipment**") in the Building's main telephone/electrical room in the basement of the Building ("**Electrical Room**").
- III. The County's Data Equipment subsequently required the installation of air conditioning to sufficiently cool the Electrical Room and prevent damage to County's equipment.
- IV. Under the License, County paid for the purchase and installation of the air conditioning equipment, paid for the installation of a separate electrical meter to monitor the County's additional electrical usage, and reimburses Licensor for County electrical usage from the Data Equipment and air conditioning on a month basis.
- V. Now, the Parties agree to amend the License to memorialize the extension of the License term and update relevant clauses to County standards as set forth below.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License as of the Effective Date first written above as follows:

- A. Clause 2 [TERM (AMLC- 3.2 N)] is hereby deleted from the License in its entirety and the following clause is substituted:

Attachment A**"2. TERM (AMLC - 3.2 N)**

This License commenced on March 28, 2016. This License shall continue in effect for one hundred and twenty (120) full calendar months following the Effective Date of the First Amendment ("**Term**") unless sooner terminated in accordance with Clause 3 (TERMINATION) of this License. However, in the event that all Leases between the Parties in the Building expire or terminate, this License shall also immediately terminate, concurrently with the last existing lease, without further notice."

B. Clause 7 [PAYMENT PROCEDURE (AMLC - 7.1 N)] is hereby deleted from the License in its entirety and the following clause is substituted:

"7. PAYMENT PROCEDURE (AMLC -7.1 N)

To obtain reimbursement payments pursuant to Clause 8 (UTILITIES), Licensor (or Licensor's designee) shall submit to Manager of OCIT, in a form acceptable to said Manager of OCIT, a written claim for said reimbursement payments. Payment shall be due and payable within twenty (20) days after receipt of Licensor's written claim by the Manager of OCIT.

County shall pay Additional Rent in accordance with this Clause. "**Additional Rent**" consists of additional charges under the Clause 16 (COUNTY-REQUESED ALTERATIONS) of this License."

C. Clause 10 [INSURANCE (AMLC- 10.1 N)] is hereby deleted from the License in its entirety and the following clause is substituted:

"10. INSURANCE (AMLC - 10.1 N)

Commercial Property Insurance: Licensor shall obtain and keep in force during the term of this License a policy or policies of commercial property insurance written on an "All Risks" or "Special Form" basis, covering the loss or damage to the License Area to the full insurable value of the improvements located on the License Area (including the full value of all improvements and fixtures owned by Licensor) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Licensor agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** by the insurance company issuing said policy or policies. Licensor shall provide the County with a Certificate of Insurance as evidence of compliance with these requirements. Licensor shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this License and annually throughout the Tenn, as necessary to: insurance.ceore@ocgov.com

Commercial General Liability Insurance: Licensor shall obtain and keep in force during the term of this License a policy or policies of commercial general liability insurance covering bodily injury, and property damage occurring within the building and the License Area. The policy or policies evidencing such insurance shall provide the following:

Attachment A

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, and agents* as an additional insured, or provide blanket coverage which will state *As Required by Written Contract*.
2. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Licensor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
3. Licensor shall provide thirty (30) days prior written notice to County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to the non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation or non-renewal may constitute a material breach of the License, upon which the County may suspend or terminate this License.
4. The policy(ies) shall be written on an occurrence basis and shall provide a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate and shall include broad form contractual liability coverage.
5. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

Prior to the Commencement Date of this License and upon renewal of such policies, Licensor shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If Licensor fails to procure and maintain the insurance required to be procured by Licensor under this License, County may, but shall not be required to, order such insurance, and deduct the cost thereof plus any County administrative charges from the rent thereafter payable."

D. Clause 13 [CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC-6.12 S)] is hereby deleted from the License in its entirety.

E. Clause 14 [NOTICES (ALMC - 14.1 S)] is hereby deleted from the License in its entirety and the following clause is substituted:

"14. NOTICES (SALic-4.0 S)

Attachment A

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

To: Licensor

Civic Center, LLC
c/o Sunny Hills Palladium
600 W. Santa Ana Boulevard, Suite 800
Santa Ana, CA 92701
Attn: Property Manager

To: County

County of Orange
Orange County Information Technology
721 South Parker Street
Orange, CA 92868
Attention: Chief Information Officer

With a copy to:

County of Orange
County Executive Office - Real Estate
400 W. Civic center Drive, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

In regard to insurance, Licensor shall ensure that any and all insurance related mail includes the License number and project name and Licensor shall mail all insurance certificates and insurance related correspondence to: insurance.ceore@ocgov.com."

F. Clause 16 is hereby added to the License in its entirety:

"16. COUNTY-REQUESTED ALTERATIONS (2.6 SA)

County through the Manager of OCIT, may, during the Term of the License, request Licensor to make improvements, changes and Additional Services to the License Area, provided that, to the extent any such improvement or change is a Material Alteration, Licensor shall have the right to approve any such improvement or change in its reasonable discretion (collectively "**County-Requested Alterations**") and Licensor shall not unreasonably withhold, condition or delay its consent to any such request. "**Additional Services**" are defined as any services and/or supplies requested by County to be provided by Licensor that are in addition to and outside the scope of the Services completed by Licensor as such are defined in Clause 9 (CONDITION AND CARE OF LICENSE AREA (N)), and which Licensor reasonably agrees to provide. If the County Requested Alterations affects the Structural Components and/or Building Systems, then Licensor's prior written consent is needed prior to the commencement of said County Requested Alterations. All plans and working drawings for such County-Requested Alterations, as well as the final work, shall be subject to the written approval of Licensor and the County Manager/Facilities Operations before commencement of such alterations.

All such County-Requested Alterations shall be made by Licensor, at Licensor's sole cost, and reimbursed in lump sum as Additional Rent by County upon receipt by County of Licensor's written claim for such reimbursement. County shall have the right to audit said claim and require additional

Attachment A

reasonable supporting documentation, from Licensor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Licensor. Once Licensor's claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Licensor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Licensor agrees that any improvement being constructed by, or under the direction of Licensor, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work.

Following the written approval to let a contract for improvements, Licensor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Licensor shall award the contract or contracts for such improvements. County's approval of the bid shall be limited to the dollar value only, to ensure it is within County's budget."

G. Clause 17 is hereby added to the License in its entirety:

"17. COUNTERPARTS (SALic-4.1 S)

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

H. Wherever a conflict in the terms or conditions of this First Amendment and the License exists, the terms or conditions in this First Amendment shall prevail. In all other respects, the terms and conditions of the License not specifically changed by this First Amendment shall remain in full force and effect.

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Attachment A

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

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:
Lauren Kramer
By: _____
5CE9F49926D24E3...
Deputy

ORANGE COUNTY INFORMATION
TECHNOLOGY

Signed by:
KL Roostenberg
By: _____
5A10D93AAFC34AD...
Chief Information Officer

COUNTY EXECUTIVE OFFICE

Signed by:
Steven K. Miller
By: _____
733A980E3A144AC...
Senior Real Estate Manager

LICENSOR

CIVIC CENTER, LLC, a California limited liability
company

DocuSigned by:
Magi Martinez 10/31/2025
By: _____
5F5E92617B30499... Name, Title
Magi Martinez, Director
By: _____
Name, Title

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

Attachment A

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

COUNTY

COUNTY OF ORANGE

Attest:

Chair of the Board of Supervisors
Orange County, California

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