

Attachment B

CEO/ALS/HCA-018-004
Health Care Agency
750 The City Drive
Orange, CA

SECOND AMENDEMENT LEASE SUMMARY

LESSOR

GPI-OCS LLC, a Delaware limited liability company

COUNTY

County of Orange

PREMISES

7,383 rentable square feet (RSF) of office space commonly known as Suites 130 and 140 within the building located at 750 The City Drive, Orange, CA 92868, along with 6,020 RSF in Suite 210 and 4,219 RSF in Suite 225 on the second floor of the building. Additionally, the Parties have agreed to County's Expansion Space containing 3,909 RSF in Suite 100 of the building.

PARKING

County shall have the non-exclusive right, without additional charge, to use up to five (5) unreserved parking stalls for each one thousand (1,000) rentable square feet of space leased (i.e., up to eighty-eight [88] unreserved parking stalls based upon the Premises containing 17,622 RSF) (provided, after commencement of County's leasing of the Expansion Space [as defined below], County shall have the non-exclusive right to use, up to one hundred seven [107] unreserved parking stalls based upon the Premises containing 21,531 RSF).

USE

County shall use the Premises for general office use and any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

TERM

This Lease commenced on November 1, 2019 and shall continue in effect until the last day of the one hundred twentieth (120th) full calendar month following the Suites 210/225 Commencement Date (as defined below), unless sooner terminated consistent with the terms and conditions of this Lease.

OPTION TO EXTEND

The County has the option to extend the term of this Lease for two (2) five (5) year periods on the same terms and conditions. In the event the County exercises its option(s) to extend, the base rent shall be the then current Fair Market Rent for similar offices in the area of the Premises and as agreed upon by County and Lessor.

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RENT ADJUSTMENTS

The Lease is subject to rent adjustments based on the following schedule.

Months of the Term	Suite	Monthly Rent	Monthly Rent Per Square Foot
1 – 12	130, 140	\$23,994.75	\$3.25
13 – 24	130, 140	\$24,834.57	\$3.36
25 – 36	130, 140	\$25,703.78	\$3.48
37 – 48	130, 140	\$26,603.41	\$3.60
49 – 60	130, 140	\$27,534.53	\$3.73
61 – 72	130, 140	\$28,498.24	\$3.86
73 – 84	130, 140	\$29,495.67	\$4.00
85 – 96	130, 140	\$30,528.02	\$4.13
97 – 108	130, 140	\$31,596.50	\$4.28
109 – 120	130, 140	\$32,702.38	\$4.43

Months of the Term	Suite	Monthly Rent	Monthly Rent Per Square Foot
1 – 12	210, 225	\$33,276.75	\$3.25
13 – 24	210, 225	\$34,441.44	\$3.36
25 – 36	210, 225	\$35,646.89	\$3.48
37 – 48	210, 225	\$36,894.53	\$3.60
49 – 60	210, 225	\$38,185.84	\$3.73
61 – 72	210, 225	\$39,522.34	\$3.86
73 – 84	210, 225	\$40,905.62	\$4.00
85 – 96	210, 225	\$42,337.32	\$4.13
97 – 108	210, 225	\$43,819.13	\$4.28
109 – 120	210, 225	\$45,352.79	\$4.43

Months of the Term	Suite	Monthly Rent	Monthly Rent Per Square Foot
ESD (defined below) - 12	100	\$12,704.25	\$3.25
13 – 24	100	\$13,148.90	\$3.36
25 – 36	100	\$13,609.11	\$3.48
37 – 48	100	\$14,085.43	\$3.60
49 – 60	100	\$14,578.42	\$3.73
61 – 72	100	\$15,088.66	\$3.86
73 – 84	100	\$15,616.77	\$4.00
85 – 96	100	\$16,163.35	\$4.13
97 – 108	100	\$16,729.07	\$4.28
109 – 120	100	\$17,314.59	\$4.43

TENANT IMPROVEMENT ALLOWANCE

In addition to performing the Work, as defined below in Subclause B, Lessor hereby agrees to provide County with a moving allowance (“Moving Allowance”) of ten dollars (\$10.00) per RSF (i.e., one hundred and forty-one thousand four hundred and eighty dollars (\$141,480.00) in total based on 14,148 RSF in Suites 100, 210

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and 225), based on the Work associated with the expanded Premises in Suites 210 and 225, as well as the Expansion Space in Suite 100, to be used at County's sole discretion towards County's out-of-pocket costs of furniture, fixtures, and equipment ("FF&E"), relocation costs, and cabling and telecommunications costs.

County shall have the right to elect to have Lessor grant County an additional allowance up to an amount not to exceed twenty dollars (\$20.00) per RSF located in Suites 100, 210 and 225 (i.e., up to \$282,960.00, based upon 14,148 RSF) (the "Additional Allowance") to be used at County's sole discretion towards County's out-of-pocket costs of FF&E, relocation costs, and cabling and telecommunications costs. Such Additional Allowance shall be amortized over the last 120 months of the Term on a straight-line basis and with interest at eight percent (8%) per annum and paid by County to Lessor as additional monthly Rent not subject to abatement for any reason.

Lessor hereby agrees to use its commercially reasonable efforts to complete, at Lessor's expense, the alterations, repairs, and other work (the "Work") in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C and Revised Exhibit D and based upon a budget of One Million Eight Hundred Ninety-Nine Thousand Two-Hundred Twenty Seven Dollars and Zero Cents (\$1,899,227.00). Lessor agrees to use its commercially reasonable efforts to have the Work in Suites 130, 140, 210 and 225 substantially completed, within nine (9) months of the later of the date upon which the construction documents are submitted to the City of Orange for approval or the date this Amendment is mutually executed (the "Suites 210/225 Scheduled Delivery Date") and the Work in the Expansion Space (i.e., Suite 100) substantially completed within six (6) months of April 1, 2025 (i.e., the Expansion Space Scheduled Delivery Date).