

## Attachment D



CEO/ALS/HCA-018-004  
HCA/Training Center  
750 The City Drive  
Orange, CA 92868

### LEASE

THIS IS A LEASE (hereinafter referred to as "Lease") made January 29, 2018 ("Effective Date"), by and between GPI-OCS, LLC, a Delaware limited liability company (hereinafter referred to as "LESSOR") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") without regard to number and gender. The LESSOR and COUNTY may individually be referred to herein as a "Party," or collectively as the "Parties."

#### 1. DEFINITIONS (1.0 SA)

**"Board of Supervisors"** means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

**"Building"** means the building commonly known as 750 The City Drive, Orange, California 92868.

**"Chief Real Estate Officer"** means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to LESSOR, such other entity as shall be designated by the County Executive Officer.

**"County Counsel"** means the County Counsel, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

**"County Executive Officer"** means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

**"Health Care Agency"** means the Health Care Agency, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

**"HCA/Facilities Services Manager"** means the Manager, Health Care Agency/Facilities Services, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the Health Care Agency.

**"CEO/Office of Risk Management"** means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

#### 2. PREMISES (1.1 SA)

LESSOR leases to COUNTY that certain property described in Exhibit A within the building as shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, containing approximately seven thousand three hundred eighty-three (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, California 92868 (the

“Premises”) together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

**3. USE (1.2 SA)**

COUNTY shall use the Premises solely for general office and training purposes. 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.

**4. PARKING (1.3 N)**

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), COUNTY shall have the non-exclusive right, without additional charge, to use up to six [6] unreserved parking stalls for each one thousand (1,000) rentable square feet of space leased (i.e., up to forty-five [45] unreserved parking stalls based upon the Premises containing 7,383 rentable square feet) (“COUNTY's Parking Allocation”); provided, however, upon thirty (30) days' prior written notice to LESSOR and subject to availability, COUNTY shall have the non-exclusive right, without additional charge, to use up to a total of two hundred (200) unreserved parking stalls (inclusive of COUNTY's Parking Allocation) per day, for up to two (2) days total in any calendar month, which stalls shall be located within the two (2) rows of parking stalls on the north side of the parking lot serving the Building as shown on Exhibit B; provided, however, LESSOR shall be permitted to relocate all or any of such parking spaces to another location reasonably acceptable to COUNTY within the parking lot serving the Building. COUNTY's use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by LESSOR from time to time for the efficient operation of the parking areas for the Building and provided to COUNTY in writing.

Included within said parking allowance, LESSOR shall also provide parking for disabled persons (“ADA Spaces”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

**5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) *intentionally omitted***

**6. TERM (1.5 SA)**

The Term of this Lease shall be ten (10) years (“Term”), commencing the first day of the first full calendar month following the Final Improvement Date as set out in Clause 13 (CONSTRUCTION) below (“Commencement Date”). Said Commencement Date is estimated to be on or before August 1, 2019 (subject to the full execution of this Lease and Board approval no later than January 31, 2019).

The Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

**7. OPTION TO EXTEND TERM (1.6 SA)**

Provided there is no current COUNTY Default under this Lease (as further defined in Clause 29 (DEFAULTS AND REMEDIES)), either at the time of the exercise of the Option or upon commencement of the Extension

Term, COUNTY shall have the option to extend the term (the “**Option(s)**”) of this Lease for two (2) five (5) year periods (each an “**Extension Term**”), exercised by the Chief Real Estate Officer and memorialized in an amendment on the same terms and conditions of this Lease except this Clause 7, Clause 10 (RENT ADJUSTMENT), the Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice, and such other terms and conditions clearly not applicable during the Extension Term. COUNTY shall give LESSOR written notice of its exercise of its Option(s) to extend the Term no less than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to COUNTY and shall not be exercised by any assignee or sublessee of COUNTY. “Term” as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised.

**Mutual Agreement.** LESSOR and COUNTY shall have thirty (30) days after COUNTY exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If LESSOR and COUNTY are unable to agree on the Fair Market Rental Value for the option period within such thirty (30) days, the provisions of the Appraisal section below shall apply.

**Factors for Determining Fair Market Rental Value.** The “**Fair Market Rental Value**” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of COUNTY; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by COUNTY; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. COUNTY shall obtain the same rent and other benefits that LESSOR would otherwise give to any comparable prospective tenant at the Building.

**Appraisal.** If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “**Three Broker Method**”): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five

percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

**Broker.** For the purpose of this Clause 7, “**Broker**” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

**8. OPTION TO TERMINATE LEASE (1.7 SA) – *intentionally omitted***

**9. RENT (1.8 SA)**

COUNTY agrees to pay to LESSOR as rent for the Premises the sum of twenty-one thousand forty-one and 55/100ths dollars (\$21,041.55) per month with three and one-half percent (3.5%) annual increases pursuant to Clause 10 (RENT ADJUSTMENT) below.

COUNTY shall pay monthly rent to LESSOR, on the first day of the month following the month earned, without further notice or demand. To obtain payment of any amounts hereunder, other than monthly rent, LESSOR (or LESSOR’s designee) shall submit to HCA/Facilities Services Manager in a form acceptable to the HCA/Facilities Services Manager, a written claim for reimbursement of any additional expenditures. Additional expenditure payments shall be due and payable within twenty (20) days after the later of the following:

- A. The first day of the month following the month earned; or
- B. Receipt of LESSOR’s written claim by the HCA/Facilities Services Manager.

Should COUNTY occupy the Premises before the Commencement Date, LESSOR shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease Term based upon the monthly installment above. Said Rent shall be included in the rent claim submitted by LESSOR for the first full month of the Lease Term and shall be paid by COUNTY at the time of payment for said month. COUNTY shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional charges payable pursuant to the Lease.

**10. RENT ADJUSTMENT (1.9 SA)**

The monthly rent payable by COUNTY for the Premises (“**Rent**”) shall be automatically adjusted as follows:

<u>Period</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
Months 1-12	\$21,041.55	\$2.85
Months 13-24	\$21,778.00	\$2.95
Months 25-36	\$22,540.23	\$3.05
Months 37-48	\$23,329.14	\$3.16
Months 49-60	\$24,145.66	\$3.27
Months 61-72	\$24,990.76	\$3.38

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Months 73-84	\$25,865.44	\$3.50
Months 85-96	\$26,770.73	\$3.63
Months 97-108	\$27,707.70	\$3.75
Months 109-120	\$28,677.47	\$3.88

The monthly Rent, above, is the amount to be paid by COUNTY. The "Per Square Foot" rate, above, is an estimate for statistical purposes only and for no other purpose.

### 11. ADJUSTMENT FOR COST OF LESSOR SERVICES (2.0 SA) *intentionally omitted*

### 12. RIGHT OF FIRST OFFER (2.1 SA) *intentionally omitted*

### 13. CONSTRUCTION (2.2 N)

- A. **Work Letter and County Improvements:** LESSOR hereby agrees to use its commercially reasonable efforts to complete, at LESSOR's expense, on or before the date that is one hundred eighty (180) days after the mutual execution of this Lease by COUNTY and LESSOR (the "**Completion Date**"), the construction, alterations, repairs, and other work to the Premises (the "**County Improvements**") in accordance with and as further defined in the "**Space Plan**" and "**Work Letter**" which are attached hereto and by this reference made a part hereof as Exhibit C and Exhibit D respectively. LESSOR shall pursue the issuance of said permits from the City of Orange and any other applicable government entities with commercially reasonable due diligence and good faith efforts. The Completion Date shall be extended on a day-for-day basis to the extent LESSOR is delayed due to an event of Force Majeure (as defined in Clause 56 (FORCE MAJEURE)), casualty, condemnation, any delay in the issuance of building permits for the County Improvements outside of the reasonable control of LESSOR, or due to any COUNTY delay.
- B. **COUNTY Remedies:** If the Final Improvement Date (as defined in Clause 13(E)) of the County Improvements fails to occur on or prior to the Completion Date, other than as a result of an event of Force Majeure (as defined in Clause 56 (FORCE MAJEURE)) or COUNTY delay, then as COUNTY's sole remedy, LESSOR shall be obligated to pay a penalty to COUNTY in the amount of one hundred dollars (\$100.00) per day for the period from the Completion Date through the day prior to the Final Improvement Date in the form of a credit against COUNTY's obligation to pay monthly Rent. The Parties agree that this amount is a reasonable and fair assessment of the COUNTY's damages in such a situation.
- C. **Approvals:** All planning and architectural/design costs required to accomplish the County Improvements shall be LESSOR's responsibility and shall be approved by Health Care Agency. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by LESSOR is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the Health Care Agency shall not relieve LESSOR of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.
- D. **Punch List:** Upon Substantial Completion (as defined below) of the County Improvements, LESSOR shall request the Health Care Agency's approval and acceptance, which approval will not be

unreasonably withheld or delayed. Said approval shall be manifested by letter from the COUNTY (the “**Work Acceptance Letter**”), and may be subject to completion of items on a “punch list,” which shall be generated by COUNTY and included in the Work Acceptance Letter. COUNTY shall not be required to send the Work Acceptance Letter until COUNTY is satisfied that the County Improvements have reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in COUNTY’s reasonable discretion. As used in this Clause 13(D), “**Substantial Completion**” means that the County Improvements shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, evidenced by signed off permits which have been issued in connection with such County Improvements, subject to any “punch list” items, if any.

In the event COUNTY’s approval and acceptance of the County Improvements is given along with a punch list, LESSOR shall use commercially reasonable efforts to complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty (30) days other than as a result of actions (or inactions) of COUNTY or events of Force Majeure, LESSOR shall be obligated to pay a penalty to COUNTY of fifty dollars (\$50.00) per day for the period from the Substantial Completion Date(s) through the date that all punch list items have been completed.

- E. **Final Improvement Date:** The “**Final Improvement Date**” means LESSOR’s completion of the County Improvements as determined by COUNTY and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in COUNTY’s reasonable discretion.
- F. **Project Management Oversight:** COUNTY may, at COUNTY’s option, select a project manager or construction manager, at COUNTY’s sole discretion, cost and expense, to assist in COUNTY’s oversight of the County Improvements (the “**Project Manager**”). The Project Manager will represent the COUNTY’s best interest during the construction of the County Improvements to confirm that the County Improvements are being performed pursuant to the terms of this Lease and will act as the liaison between LESSOR and COUNTY in all items that are subject to approval by COUNTY as provided in this Clause.
- G. **Performance of County Improvements:** LESSOR agrees that any County Improvements constructed by, or under the direction of, LESSOR shall be constructed in substantial compliance with COUNTY approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of COUNTY. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) LESSOR shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contract Code and shall require its contractor or contractors to pay the 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, as provided in Clause 31 (LABOR CODE COMPLIANCE) of this Lease; (b) LESSOR shall 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; and (c) thereafter, with the prior written approval of COUNTY as to the winning bid, LESSOR shall award the contract or contracts for such improvements.

- H. **Force Majeure Delay:** The occurrence of an event of Force Majeure (as defined in Clause 56 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by COUNTY pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

**14. PAINTING BY LESSOR (2.3 SA) *intentionally omitted***

**15. CARPETING BY LESSOR (2.4 SA) *intentionally omitted***

**16. ALTERATIONS (2.5 SA)**

COUNTY may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the COUNTY in its discretion following the prior written notice to LESSOR; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then COUNTY shall obtain the prior written consent of LESSOR (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by COUNTY shall be considered as personal property of COUNTY, as defined below in Clause 34 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same, and COUNTY will repair all damage to the Premises caused by the removal of such items at its sole cost and expense. All such work will be properly permitted and constructed by a licensed contractor in a good and workmanlike fashion at COUNTY's sole cost and expense. COUNTY agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

**17. COUNTY-REQUESTED ALTERATIONS (2.6 SA)**

COUNTY may, during the Term of the Lease, request LESSOR to make improvements and changes to the Premises, and LESSOR shall not unreasonably withhold, condition or delay its consent to any such request. All plans and working drawings for the improvements and changes, as well as the final work, shall be subject to the written approval of LESSOR and the Health Care Agency. All such improvements and changes shall be made by LESSOR, at LESSOR's sole cost, and reimbursed in a lump sum as Additional Rent by COUNTY upon receipt by COUNTY from LESSOR of a written claim for such reimbursement.

COUNTY shall have the right to audit said claim and require additional reasonable supporting documentation from LESSOR prior to making reimbursement payment. COUNTY shall evidence acceptance of such claim by written letter to LESSOR. Such acceptance by COUNTY will not be unreasonably withheld or delayed and if a written disapproval of any claim by LESSOR is not received within thirty (30) working days after submission, such claim shall be deemed accepted. Once LESSOR's claim has been accepted by COUNTY as complete and adequate, the claim amount shall be reimbursed by COUNTY to LESSOR at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

LESSOR agrees that any COUNTY requested improvements being constructed by, or under the direction of LESSOR in accordance with Section 17 shall be constructed in substantial compliance with city approved plans and to the extent applicable, in compliance with Federal, California 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 the 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 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, as provided in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements in accordance with this Clause 17, LESSOR 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, LESSOR 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.

## **18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)**

LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable COUNTY telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be COUNTY's responsibility to obtain all governmental permits and/or approvals required for such installation; however, LESSOR shall reasonably cooperate with COUNTY as necessary or appropriate, and at no additional cost to LESSOR, to obtain said permits and/or approvals. LESSOR does not represent that such approvals can be obtained. Additionally, subject to LESSOR's commercially reasonable Building standard rules and regulations, COUNTY or COUNTY's subcontractor has the right to enter the Premises and/or Building common areas to maintain, repair or replace the COUNTY telecommunications network consistent with said contract between COUNTY and service provider. COUNTY may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by COUNTY. When the Lease is terminated, COUNTY reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

## **19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 N)**

- A. **Lessor Services.** LESSOR shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair (normal wear and tear excepted) and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the "Services"), consistent with Exhibit E, which is attached hereto and by reference made a part hereof. Notwithstanding the foregoing, COUNTY at its sole cost and expense shall repair any damages to the Premises or project resulting from gross negligence and/or intentionally willful misconduct which are caused by COUNTY or its agents, representatives, employees or invitees. Any repairs or replacements performed by LESSOR must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 19. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 19(B) below.



- B. **County Remedies.** If LESSOR fails to provide the Services within fifteen (15) days after Health Care Agency provides written notice thereof to LESSOR specifying any such default and affording LESSOR such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, LESSOR shall be afforded an additional reasonable amount of time to complete the cure, as long as LESSOR commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to COUNTY (including, but not limited to, COUNTY Remedies as defined in Clause 29 (DEFAULTS AND REMEDIES)), and if such default on the part of LESSOR results in a material interference with COUNTY's ability to conduct its business operations in the Premises, then COUNTY may (upon written notice to LESSOR and LESSOR's lender, to the extent contact information for such lender has been provided in writing to COUNTY), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus and administrative charge of ten percent (10%) of the cost from any Rent payable without further notice; or in the event that LESSOR fails to provide required Services to the Premises sixty (60) days after the 15-day written notice, above, to LESSOR, LESSOR shall be obligated to pay a penalty to COUNTY of fifty dollars (\$50) per day until such Services are provided by LESSOR. In the event COUNTY takes such action and (1) such work affects any common systems serving the Building or the Building structure and (2) the project is less than \$45,000 then COUNTY shall use only those contractors used by LESSOR in the Building for work on such systems or structure, unless such contractors are unwilling or unable to perform, or timely perform, such work, in which event COUNTY may utilize the services of any other qualified contractor which normally and regularly performs similar work in other similar class multi-tenant office buildings in the City of Orange. In the event County performs such services and the project exceeds \$45,000, the County would be required to go out to bid and award the contract to the lowest bidder, pursuant to Public Contract Code, seeking reimbursement from Lessor consistent with above.
- C. **Warranties.** LESSOR shall keep in force all standard manufacturers' warranties including any existing extended warranties for all building equipment. When manufacturers' warranties for the HVAC, roof and/or elevator expire, LESSOR will contract with an industry standard maintenance company ("Vendor") that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and shall promptly authorize said Vendor to perform any and all reasonably required maintenance to the equipment and roof necessary to keep the same in good condition and repair. LESSOR shall authorize Vendor(s) to provide COUNTY with copies of said report(s) upon COUNTY request. Should LESSOR fail to comply with the provisions of this clause, COUNTY may exercise those remedies set forth in Clause 19(B) above.

In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142 ("**Regulation 5142**"), and as it may be subsequently amended, LESSOR shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and LESSOR shall retain such records for at least five (5) years. LESSOR shall make all HVAC records required by this section available to COUNTY for examination and copying, within forty-eight (48) hours of a written request. LESSOR acknowledges that COUNTY may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should COUNTY incur fines and/or penalties as a direct result of LESSOR's failure to provide said records to COUNTY in a timely manner and as set forth herein, LESSOR shall reimburse COUNTY for said fines and/or penalties within thirty (30) days upon written notice. Should LESSOR fail to reimburse

COUNTY within thirty (30) days, COUNTY may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

- D. **HVAC System.** Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 19(E), subject to Force Majeure including, power loss and outage resulting from Force Majeure.
- E. **Normal Business Hours.** COUNTY acknowledges that the HVAC services to the Building shall operate only from 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 9:00 a.m. to 12:00 p.m., upon request, excluding governmental holidays ("Normal Business Hours").

Should COUNTY require HVAC services at times other than during Normal Business Hours, COUNTY shall pay LESSOR a reimbursement equal to fifty dollars (\$50.00) for each hour HVAC services are used during times other than Normal Business Hours. LESSOR shall provide COUNTY with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location and duration of such usage, along with a summary of the COUNTY's monthly charges. COUNTY shall pay LESSOR for excess usage with the following month's Rent.

Subject to LESSOR's prior written consent as to the plans and specifications therefor, COUNTY shall be permitted to install, at COUNTY's sole cost and expense, a supplemental heating, ventilation and air-conditioning system ("**Supplemental HVAC System**") to exclusively service the Premises. Any and all costs (including, without limitation, the cost of installation, operation [including any above-standard electricity used in connection with operating the same], repair and maintenance of the Supplemental HVAC System) shall be paid for by COUNTY. COUNTY's installation of any Supplemental HVAC System shall be performed by COUNTY using contractors approved by LESSOR, and shall be subject to the terms of Clause 16 above with respect to alterations and this Clause 19.E. Notwithstanding Clause 16 to the contrary, upon prior written request by LESSOR, COUNTY shall be required to remove any Supplemental HVAC System and restore any damage caused by such removal upon expiration or earlier termination of this Lease at COUNTY's sole cost and expense.

- F. **Emergency Services.** If COUNTY requires same day emergency repairs and/or services that are otherwise the responsibility of LESSOR hereunder and that are reasonably necessary to remedy an emergency condition or to prevent imminent danger to persons or property ("**Emergency Services**") then if LESSOR cannot be contacted for such Emergency Services (as reasonably determined by the COUNTY), or if LESSOR following such contact by COUNTY is unable or refuses to provide the necessary Emergency Services within a reasonable time, COUNTY may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.
- G. **Operations Shutdown.** Should COUNTY be forced to completely shut down its operations within the Premises and/or Building, i.e. it is not commercially reasonable for the Premises and/or Building to be used for the purposes intended under this Lease, due to a failure to provide Services or Emergency Services required by this Clause 19 which failure is within the reasonable control of LESSOR, then if such failure continues for a period of two (2) consecutive business days, excluding weekends and holidays, then COUNTY shall be entitled to receive an abatement of all Rent payable hereunder during the period beginning on the third (3rd) consecutive business day of such failure and ending on the day

the Services or Emergency Services have been completed and COUNTY may reestablish use of the Premises and/or Building. If the complete shutdown persists for 30 days, the COUNTY shall then have the option, in the COUNTY'S sole discretion, to continue with abatement of Rent until the COUNTY reestablishes use of the Premises or to terminate the Lease.

## **20. UTILITIES (2.9 SA)**

LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for electricity and water supplied to the Premises. Any telephone and/or telecommunications services shall be the obligation of COUNTY. Should LESSOR fail to provide, or pay for (prior to delinquency date), electricity and water service to the Premises, COUNTY may provide such service and deduct the cost thereof, including overhead, from any Rent payable. LESSOR shall be responsible for any other costs, taxes, and/or assessments (not including possessory interest assessments which are addressed in Clause 25 (TAXABLE POSSESSORY INTEREST ASSESSMENTS)) not provided for in this clause.

## **21. BUILDING AND SAFETY REQUIREMENTS (3.0 SA)**

During the Term and Extension Term(s) of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code but only to the extent required by any governmental authority with jurisdiction thereof; provided, if any work is required to comply with any such laws, rules, regulations, building codes, statutes, and orders as a result of COUNTY's specific use of the Premises (for other than office use) or any alterations made by COUNTY or the placement of COUNTY's furniture, fixtures or equipment by COUNTY, then such work shall be performed by LESSOR at the sole cost and expense of COUNTY.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, LESSOR shall not be responsible for any ADA violations resulting from alterations made by COUNTY or the placement of COUNTY's furniture, fixtures or equipment by COUNTY.

LESSOR shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. COUNTY agrees to notify LESSOR of any repair or maintenance necessary within the Premises or Building to comply with such Act and LESSOR agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a LESSOR expense as defined in Clause 19(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of COUNTY negligence, provided that COUNTY approves a work order with associated expense estimate (which approval shall not be unreasonably withheld, conditioned or delayed), LESSOR agrees to perform such repair or maintenance and COUNTY agrees to reimburse LESSOR within thirty (30) days.

In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, within thirty (30) days after receipt of written notice from COUNTY notifying LESSOR of such neglect, failure or refusal to maintain, then COUNTY may, notwithstanding any other termination provisions contained herein:

- A. Thirty (30) days following LESSOR's receipt of a second written notice of such neglect, failure or refusal from COUNTY, COUNTY may terminate this Lease with written notice to the LESSOR; or
- B. At COUNTY's sole option, cure any such default by performance of any act, including payment of money, and subtract the actual and reasonable cost thereof plus reasonable administrative costs (ten percent (10%) from the Rent.

LESSOR agrees to reimburse COUNTY for any actual and reasonable expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and orders (other than non-compliance that is the result of COUNTY's specific use of the Premises (for other than office use) or any alterations made by COUNTY or the placement of COUNTY's furniture, fixtures or equipment by COUNTY), including the costs of COUNTY making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court as permitted hereunder, and shall defend COUNTY in any third party claims arising out of any violation or violations by LESSOR of the above cited laws, rules, regulations, building codes, statutes, and orders and regulations. Should LESSOR fail to comply with the provisions of this Clause, the COUNTY may also exercise those remedies set forth in Clause 19(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

## **22. ASSIGNMENT AND SUBLETTING (3.1 SA)**

- A. **General.** COUNTY shall not assign this Lease or sublet the Premises in whole or in part without LESSOR's prior written consent, which consent shall not be unreasonably withheld. LESSOR shall respond in writing to COUNTY's request to assign this Lease or sublet all or any portion of the Premises within twenty (20) days of COUNTY's request. In the event LESSOR withholds consent to any such request by COUNTY, LESSOR shall provide reasonable details of its reason for such withholding of consent. In the event LESSOR fails to timely respond to COUNTY's request, LESSOR shall be deemed to have approved such request. COUNTY hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee.
- B. **Justifications for Withholding Consent.** By way of example and not limitation, LESSOR shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in LESSOR's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for LESSOR to withhold its consent on the basis that there is vacancy in the Building or based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with LESSOR to lease space at the Building.

- C. **Excess Profit.** If COUNTY shall make any assignment or sublease, with LESSOR's consent, for a rental in excess of the rent payable under this Lease, LESSOR shall not be entitled to any of such excess which shall be held by COUNTY.

### **23. INSURANCE (3.2 N)**

**Commercial Property Insurance:** LESSOR shall obtain and keep in force during the Term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Building to the full insurable value including all improvements and fixtures owned by LESSOR 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.

LESSOR 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, agents and employees by the insurance company issuing said policy or policies. LESSOR shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements prior to the Commencement Date of this Lease. If said proof of insurance and appropriate endorsements are not provided prior to the Commencement Date, COUNTY may reduce Rent payments by one hundred (\$100) per day until LESSOR is in compliance with this insurance provision.

**Commercial General Liability Insurance:** LESSOR shall obtain and keep in force during the Term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the common areas of the Building. The policy or policies evidencing such insurance shall provide the following:

- A. *intentionally omitted;*
- B. A primary and non-contributory endorsement evidencing that the Lessor's insurance is primary with respect to occurrences within the common areas of the Building and project and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing;
- C. LESSOR shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Lease.
- D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- E. 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 VII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If LESSOR's existing insurance carrier does not have an A.M. Best Rating of A-/VII, LESSOR shall obtain insurance coverage from an insurance carrier with a minimum A.M. Best Rating of A-/VII upon the expiration of its existing policy period. Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to COUNTY a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

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

#### **24. INDEMNIFICATION (3.3 SA)**

LESSOR hereby agrees to indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees, with counsel reasonably approved by COUNTY, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of (i) the ownership, maintenance, or use of the Building and its common areas (expressly excluding the Premises), and (ii) any maintenance or repair work performed by LESSOR or its agents, employees or contractors within the Premises, except for liability arising out of the negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event COUNTY is named as co-defendant, LESSOR shall notify COUNTY of such fact and shall represent COUNTY, with counsel reasonably approved by COUNTY, in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LESSOR shall pay to COUNTY its reasonable litigation costs, expenses and attorney's fees. In the event judgment is entered against COUNTY and LESSOR because of the concurrent active negligence of COUNTY, its officers, agents, employees or contractors (except those contractors of LESSOR that COUNTY is required to retain pursuant to the terms of Clause 19.B(2) above), and LESSOR, its officers, agents, contractors or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

COUNTY hereby agrees to indemnify, hold harmless, and defend LESSOR, its officers, agents, and employees, with counsel reasonably approved by LESSOR, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the Premises, except for liability arising out of the negligence of LESSOR, its officers, agents, contractors or employees, including the cost of defense of any lawsuit arising therefrom. In the event judgment is entered against COUNTY and LESSOR because of the concurrent active negligence of COUNTY, its officers, agents, employees or contractors (except those contractors of LESSOR that COUNTY is required to retain pursuant to the terms of Clause 19.B(2) above), and LESSOR, its officers, agents, contractors or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

#### **25. TAXABLE POSSESSORY INTEREST ASSESSMENTS (3.4 SA)**

Should this Lease create any possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all assessments associated with said taxable possessory interest shall be the full responsibility of the LESSOR, and LESSOR shall cause said assessments to be paid promptly.

#### **26. TOXIC MATERIALS (3.5 SA)**

COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall indemnify and hold LESSOR, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by COUNTY. If the storage, use, and disposal of Toxic Materials on the Premises by COUNTY results in contamination or deterioration of water or soil resulting in a level of contamination

greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all action necessary to clean up such contamination.

Likewise, LESSOR hereby warrants and represents that LESSOR has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by LESSOR results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of COUNTY, its agents, employees or contractors), LESSOR shall promptly take any and all action necessary to clean up such contamination.

## **27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.6 SA)**

This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of LESSOR therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of COUNTY.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, COUNTY shall attorn to and recognize any subsequent title holder as the LESSOR under all terms, covenants and conditions of this Lease. COUNTY's possession of the Premises shall not be disturbed by the LESSOR, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of LESSOR under this Lease.

Notwithstanding the above, LESSOR shall use its commercially reasonable efforts to obtain and deliver to COUNTY a *Subordination, Attornment and Non-Disturbance Agreement* from LESSOR's lender within ninety (90) days after the date of full execution of this Lease. The inability or failure of LESSOR to obtain such *Subordination, Attornment and Non-Disturbance Agreement* shall not constitute a default by LESSOR nor shall the same constitute a condition to the effectiveness of this Lease nor entitle COUNTY to terminate this Lease or entitle COUNTY to any damages. Notwithstanding anything to the contrary herein, COUNTY's obligation to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground lessor, as applicable, entering into a *Subordination, Attornment and Non-Disturbance Agreement* in a form reasonably acceptable to COUNTY.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the LESSOR under the terms of this Lease.

Upon recordation of a deed of foreclosure or a deed in lieu of foreclosure, COUNTY may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

**28. ESTOPPEL CERTIFICATE (3.7 SA)**

COUNTY agrees that the Health Care Agency/Facilities Services Manager shall furnish upon receipt of a written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any interest of LESSOR therein ("**LESSOR Representative**"), COUNTY's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit G) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by COUNTY in a timely manner. The *Estoppel Certificate* shall be approved by Chief Real Estate Officer and County Counsel and shall be processed and approved by Chief Real Estate Officer and County Counsel.

**29. DEFAULTS AND REMEDIES (3.8 SA)**

**COUNTY Default:**

COUNTY shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in writing of such breach, and COUNTY shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, COUNTY fails within fifteen (15) days after receipt by COUNTY of written notice specifying wherein such obligation of COUNTY has not been performed; provided however, that if the nature of COUNTY's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then COUNTY shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**COUNTY Default**").

**LESSOR Default:**

LESSOR shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in writing of such breach, and LESSOR shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, LESSOR fails within fifteen (15) days after receipt by LESSOR of written notice specifying wherein such obligation of LESSOR has not been performed; provided however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then LESSOR shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**LESSOR Default**").

**COUNTY Remedies:**

If the LESSOR Default is a result of a monetary breach by LESSOR in the payment of any amounts due hereunder, COUNTY may withhold such amount from the next scheduled Rent payment. COUNTY's remedies as the result of LESSOR Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

**LESSOR Remedies:**

Upon a COUNTY Default that results in a monetary breach by COUNTY in the payment of the Rent, pursuant to Clause 9 (RENT), LESSOR may declare all rent payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. LESSOR's remedies



as the result of COUNTY Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. Upon a COUNTY Default, in addition to any other remedies available to LESSOR at law or in equity and under this Lease, LESSOR shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after County's Default and abandonment and recover Rent as it becomes due, provided County has the right to sublet or assign, subject only to reasonable limitations).

### **30. DEBT LIMIT (3.9 SA)**

LESSOR acknowledges and agrees that the obligation of the COUNTY to pay rent under this Lease is contingent upon the availability of COUNTY funds which are appropriated or allocated by the COUNTY's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the COUNTY hereunder, LESSOR may declare all rent payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. LESSOR acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to the COUNTY's Default under the Lease.

### **31. LABOR CODE COMPLIANCE (4.0 SA)**

LESSOR acknowledges and agrees that all County Improvements or any future County Requested Alterations performed by LESSOR at the request of COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LESSOR shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. LESSOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY within the Premises. LESSOR shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, LESSOR shall maintain payroll records for all workers that will be assigned to such improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request LESSOR shall provide the HCA/Facilities Services Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for LESSOR to perform improvements or modifications on space currently leased by COUNTY or for which COUNTY has entered into a lease or lease amendment.

### **32. RIGHT TO WORK AND MINIMUM WAGE LAWS (4.1 SA)**

In accordance with the United States Immigration Reform and Control Act of 1986, LESSOR shall require its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LESSOR shall also use commercially reasonable efforts to verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LESSOR shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. LESSOR shall use commercially reasonable efforts to verify that all its contractors or other persons servicing the Premises on behalf of the LESSOR also pay their employees no less than the greater of the Federal or California Minimum Wage.

LESSOR shall comply and use commercially reasonable efforts to verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

### **33. COMMISSION (4.2 N)**

COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to COUNTY's broker, Jones Lang La Salle, full commission of eighty-six thousand three hundred twenty-three and 51/100 dollars (\$86,323.51) as a result of this lease transaction. Said commission shall be paid to Jones Lang La Salle pursuant to a separate agreement between LESSOR and Jones Lang La Salle.

Should Jones Lang La Salle not receive the above amount within the specified time period, COUNTY may deduct any unpaid amount from future Rent.

### **34. COUNTY PROPERTY (4.3 SA)**

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the COUNTY, its employees, agents, licensees or invitees, shall be at the sole risk of the COUNTY, and LESSOR shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of LESSOR's gross negligence or willful misconduct and not otherwise waived pursuant to Clause 35 (LESSOR'S RIGHT OF ENTRY) below or covered by the insurance the County is required to procure pursuant to the terms of Clause 62 (COUNTY'S INSURANCE) below. LESSOR hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that LESSOR may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of COUNTY presently or which may hereafter be situated within the Premises.

**35. LESSOR'S RIGHT OF ENTRY (4.4 SA)**

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to COUNTY and in the presence of COUNTY, provided that LESSOR shall first call COUNTY, (except in an emergency [which shall mean immediate risk of injury to person or property], in which case no notice shall be required), LESSOR, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time COUNTY is in material default hereunder, or purchasers of the Premises; (c) for any purpose which LESSOR shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

**36. SIGNAGE (4.5 N)**

COUNTY shall be entitled, at its sole cost and expense, to Building standard directory signage in the Building lobby and Building standard suite signage at the entrance to the Premises.

In addition, COUNTY shall have the right to install one (1) eyebrow or awning signage on the exterior of the Building above the Premises, as depicted in Exhibit H attached hereto (the "**Exterior Sign**"). LESSOR's sign program is attached hereto as Exhibit H-1. COUNTY's right to the Exterior Sign is personal to the COUNTY. Furthermore, COUNTY's right to install the Exterior Sign is expressly subject to and contingent upon COUNTY receiving any necessary approvals and permits for the Exterior Sign required under applicable law and any covenants, conditions and restrictions encumbering the Building. The costs of approval, consent, design, installation, supervision of installation, maintaining, repairing and removing the Exterior Sign (and restoring the underlying surfaces occupied by the Exterior Sign) will be at COUNTY's sole cost and expense. COUNTY shall submit to LESSOR reasonably detailed drawings of its proposed Exterior Sign, including without limitation, the size, material, shape, location, coloring and lettering for review and approval by LESSOR. The Exterior Sign shall be subject to (i) LESSOR's prior review and written approval thereof, (ii) the terms, conditions and restrictions of any recorded covenants, conditions and restrictions encumbering the Building, and (iii) any sign criteria established by LESSOR for the exterior of the Building. COUNTY shall reimburse LESSOR for any reasonable out-of-pocket costs associated with LESSOR's review and supervision as hereinbefore provided including, but not limited to, engineers and other professional consultants. COUNTY will be solely responsible for any damage to the Exterior Sign and any damage that the installation, maintenance, repair or removal thereof may cause to the Building. COUNTY agrees upon the expiration date or sooner termination of this Lease, upon LESSOR's request, to remove the Exterior Sign and restore any damage to the Building at COUNTY's expense. In addition, LESSOR shall have the right to remove the Exterior Sign at COUNTY's sole cost and expense, if, at any time during the Term COUNTY assigns this Lease or sublets any portion of the Premises, or COUNTY is in default under any term or condition of this Lease. Notwithstanding anything to the contrary contained herein, if COUNTY fails to install the Exterior Sign on the Building in accordance with the terms of this Clause 36 on or before the one (1) year anniversary of the Commencement Date (the "**Outside Exterior Sign Installation Date**"), COUNTY's right to such Exterior Sign shall terminate as of the Outside Exterior Sign Installation Date and shall thereupon be deemed null and void and of no further force and effect.

**37. SECURITY SERVICES (4.6 SA)**

LESSOR shall provide security services and/or personnel for the Building, which security services shall be generally consistent with the security services provided in similar office buildings in the surrounding area where the Building is located. Such security services and/or personnel shall be solely for the benefit of

LESSOR and shall not be relied on by the COUNTY. In addition, during the Term (as the same may be extended), COUNTY may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to COUNTY's employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of COUNTY and shall not be relied on by LESSOR.

**38. AUTHORITY (4.7 SA)**

The persons executing the LEASE below on behalf of COUNTY or LESSOR warrant that they have the power and authority to bind COUNTY or LESSOR to this Lease.

**39. LEASE ORGANIZATION (4.8 SA)**

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

**40. SUCCESSORS IN INTEREST (4.9 SA)**

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto. In the event LESSOR transfers its interest in the Premises or the Building, LESSOR shall be released from liability hereunder which accrues after the date of such transfer, provided that the transferee has assumed all of LESSOR's rights and obligations hereunder.

**41. DESTRUCTION OF OR DAMAGE TO PREMISES (5.0 SA)**

**"Partial Destruction"** of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than 25 percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

**"Total Destruction"** of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, LESSOR shall promptly pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction (including replacement of tenant improvements). Said restoration work (including any demolition required) shall be commenced by LESSOR, at LESSOR's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by COUNTY. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY's use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within two hundred seventy (270) days, or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY's option, terminate the Lease.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and LESSOR shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including

replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within two hundred seventy (270) days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by COUNTY, COUNTY may, at COUNTY's sole option, terminate this Lease.

Further, in the case of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, at COUNTY's request and subject to availability, LESSOR shall provide a suitable COUNTY approved temporary facility on terms mutually approved by COUNTY and LESSOR ("Facility") for COUNTY's use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short-term lease, for which the COUNTY will reimburse LESSOR the cost thereof, on a monthly basis.

Notwithstanding anything to the contrary in this Paragraph 41, LESSOR and COUNTY shall each have the right to terminate this Lease, exercisable by notice to the other Party within one hundred and twenty (120) days after the damage or destruction, in each of the following instances: (i) If more than fifty percent (50%) of the full insurable value of the Building is damaged or destroyed, whether or not the Premises are damaged; or (ii) If the Premises or the Building sustains Total Destruction or the Premises is legally declared unsafe or unfit for occupancy during the last twelve (12) months of the Term, in which case notice of termination shall be given as soon as is commercially reasonable.

#### **42. AMENDMENT (5.1 SA)**

This Lease sets forth the entire agreement between LESSOR and COUNTY and any modification must be in the form of a written amendment.

#### **43. PARTIAL INVALIDITY (5.2 SA)**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### **44. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (5.3 SA)**

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined below in Clause 56 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

#### **45. STATE AUDIT (5.4 SA)**

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), LESSOR shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by COUNTY to LESSOR under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

**46. WAIVER OF RIGHTS (5.5 SA)**

The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or COUNTY may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

**47. HOLDING OVER (5.6 SA)**

In the event COUNTY shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall otherwise be governed by the conditions and covenants contained in this Lease; provided, however, the first three (3) months after the Term expires, COUNTY shall pay the existing Rent amount. Thereafter, COUNTY shall pay one hundred twenty five percent (125%) of the Rent last due under this Lease.

**48. HAZARDOUS MATERIALS (5.7 SA)**

LESSOR warrants that, to the best of LESSOR's knowledge, the Premises is free and clear of all hazardous materials or substances in violation of applicable law.

**49. EARTHQUAKE SAFETY (5.8 SA)**

LESSOR hereby confirms that to the best of LESSOR's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

**50. QUIET ENJOYMENT (5.9 SA)**

LESSOR agrees that, subject to the terms, covenants and conditions of this Lease, COUNTY may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

**51. ADMINISTRATIVE COSTS (6.0 SA)**

LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and Estoppel Certificates) ninety (90) days after the commencement of this Lease if required to satisfy LESSOR's Lender whether or not said Lender decides to grant a loan to LESSOR. Said compensation amount shall be determined by multiplying the hourly rate of the HCA/Facilities Services Manager staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to COUNTY within thirty (30) days of LESSOR's receipt of COUNTY's invoice for said administrative services. Said administrative costs shall not exceed five hundred dollars (\$500.00). Should LESSOR fail to compensate COUNTY within said thirty (30) days, COUNTY has the option to deduct the amount from Rent payable.

**52. WAIVER OF JURY TRIAL (6.1 SA)**

Each Party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought

by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this agreement and/or any claim of injury or damage.

**53. GOVERNING LAW AND VENUE. (6.2 SA)**

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

**54. TIME (6.3 SA)**

Time is of the essence of this Lease.

**55. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (6.4 SA)**

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code 1938, LESSOR hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, LESSOR shall correct such non-compliance at LESSOR's cost.

**56. FORCE MAJEURE (6.5 SA)**

For purposes of this Lease, the term "Force Majeure" means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests as well as delays caused by the requirements imposed by Clause 13 (CONSTRUCTION)), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "Best Efforts" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. LESSOR and COUNTY shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

**57. CONDEMNATION (6.6 SA)**

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, COUNTY may, at COUNTY's option, to be exercised in writing within ten (10) days after LESSOR shall have given COUNTY written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. LESSOR shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on LESSOR's ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of LESSOR, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. COUNTY hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

**58. CONSENT OR APPROVAL (6.7 SA)**

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

**59. UNENFORCEABLE PROVISIONS (6.8 SA)**

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

**60. NOTICES (6.9 SA)**

All written notices pursuant to this Lease 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, or seventy-two (72) hours after deposit in the United States Mail. Notwithstanding the above, notices may also be provided by personal delivery, by regular mail, or by electronic mail and any such notice so given shall be deemed to have been given upon receipt.



## Attachment D

TO: LESSOR

GPI-OCS, LLC  
5601 Granite Parkway, Suite 800  
Plano, Texas 75024  
Attention: Director of Leasing  
Phone: 972-731-2300  
Fax: 972-731-2360

With a copy to:

Allen Matkins Leck Gamble Mallory &  
Natsis LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614  
Attention: Brad H. Nielsen, Esq.

TO: COUNTY

County of Orange  
Health Care Agency  
405 West Fifth Street, Suite 203  
Santa Ana, CA 92701  
Attn: Director of Administration

With a copy to:

County Executive Office  
333 W. Santa Ana Boulevard, 3rd Floor  
Santa Ana, CA 92701  
Attention: Thomas A. Miller, Chief Real  
Estate Officer

### 61. ATTACHMENTS (7.0 S)

This Lease includes the following, which are attached hereto and made a part hereof:

#### I. EXHIBITS

- A. Land Legal Description
- B. Plot Plan - Premises
- C. Space Plan
- D. Work Letter
- E. Depiction of Demountable Walls
- F. Janitorial Specifications
- G. Form of Estoppel Certificate
- H. Depiction of County Signage Location
- H-1. Lessor Sign Program

### 62. COUNTY'S INSURANCE (N)

County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate, auto liability with a minimum limit of \$1,000,000 per occurrence, Workers Compensation with statutory limit and Employers' Liability insurance with a \$1,000,000 limit. Evidence of the County's self-insurance shall be provided upon request, with Lessor and Lessor's Property Manager named as an Indemnified Party on the County's program of self-insurance.

In the event of an assignment of this Lease or a sublease of the Premises, the insurance required in this Section 62 (below) shall be required of any party to which this Lease is assigned or subtenant of the Premises. The following insurance requirement shall not apply to the County so long as it is the tenant/occupant of the Premises.

(A) **Commercial General Liability Insurance.** County's transferee (hereinafter "Tenant"), at Tenant's expense, shall procure and maintain in full force and effect, commercial general liability insurance covering

the Premises, insuring Tenant against any liability arising out of the use, occupancy or maintenance of the Premises on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage). Such insurance shall name Lessor and Lessor's advisors, property managers and lenders, along with each of their respective directors, officers, principals, members, partners, shareholder, employees, successors, and assigns (collectively, including Lessor, "**Lessor Insureds**") as additional insureds. Such additional insured status must: (i) be at least as broad as the coverage afforded to the named insured thereunder; (ii) be afforded to the fullest extent permitted by law by way of ISO CG 20 11 04 13 (or its equivalent) endorsement; and (iii) not contain any limitation or exclusion due to the requirement of contractual privity between any such person or organization required to be included as an additional insured and the named insured. The minimum limits of coverage of such policies shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate per location, One Million Dollars (\$1,000,000.00) personal and advertising injury, and Two Million Dollars (\$2,000,000.00) products and completed operations aggregate, and such policy must provide coverage for bodily injury (including death and mental anguish), personal injury, property damage liability (including coverage for explosion, collapse, and underground property), independent contractors, host liquor liability, and premises operations, and such products and completed operations coverage shall be maintained for the greater of the period under which a claim may be properly asserted under the applicable statute of limitations or repose. Such insurance shall include an extended liability endorsement providing contractual liability coverage (which shall include coverage for Tenant's indemnification obligations in this Lease), and shall contain a separation of insureds endorsement. Such insurance shall be issued as a primary policy with respect to occurrences within the Premises and not contributing with or in excess of coverage that Lessor may carry, and shall be endorsed to provide a full waiver of subrogation in favor of Lessor Insureds by means of the ISO CG 24 04 endorsement (or its equivalent).

(B) **Personal Property Insurance.** Tenant, at Tenant's expense, shall procure and maintain in full force and effect, special cause of loss ("all risk") property insurance on all of its personal property in the Premises, including, but not limited to, inventory, furniture, furnishings, trade or business fixtures, decorations, computers or electronics, cabling and equipment (collectively, "**Tenant's Property**"). Such insurance shall be in an amount equal to 100% of the full replacement cost thereof and include coverage for sprinkler leakage, earthquake sprinkler leakage, and all other types of water damage, including bursting, leakage or stoppage of any pipes. Such insurance shall be issued on ISO form CP 1030 (or equivalent) and shall not contain a deductible greater than Twenty-Five Thousand Dollars (\$25,000.00). During the Term of this Lease, the proceeds from any such insurance shall be used for the repair or replacement of Tenant's Property. Lessor shall have no interest in the insurance on Tenant's Property and will sign all documents reasonably necessary in connection with the settlement of any claim or loss by Tenant respecting Tenant's Property. Lessor will not carry insurance on Tenant's Property.

(C) **Automobile Liability.** Tenant, at Tenant's expense, shall procure and maintain in full force and effect, comprehensive automobile liability insurance including coverage on owned, hired, and non-owned automobiles and other vehicles operated by Tenant at the Building, with Bodily Injury and Property Damage limits of not less than One Million Dollars (\$1,000,000.00) per accident issued on a form at least as broad as ISO Business Auto Coverage form CA 00 01 07 97.

(D) **Worker's Compensation Insurance; Employer's Liability Insurance.** Tenant shall, at Tenant's expense, procure and maintain in full force and effect worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) each employee per accident, and One Million Dollars (\$1,000,000) each employee by disease and One Million Dollars (\$1,000,000) policy limit by disease. This insurance shall include a waiver of subrogation in favor of Lessor Insureds.

(E) **Business Interruption Insurance.** Tenant, at Tenant's expense, shall procure and maintain in full force and effect, Business Income and Extra Expense insurance with coverage equal to no less than twelve (12) months' of income and expenses, including all Rent payable by Tenant under this Lease.

(F) **Umbrella/Excess Liability Insurance.** Tenant, at Tenant's expense, shall procure and maintain in full force and effect Umbrella/Excess Liability insurance written on a follow-form basis in excess of the Commercial General Liability, Automobile Liability, and Employers Liability insurance required herein with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and in the annual general aggregate. Such insurance shall not be more restrictive than the underlying applicable insurance policy and must be endorsed to provide that the coverage provided by such insurance is primary to, and non-contributory with, any other insurance of Lessor Insureds, whether such other insurance is primary, excess, self-insurance, or on any other basis, with respect to occurrences within the leased premises. Said endorsement must cause the Umbrella/Excess Liability coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under Tenant's Commercial General Liability, Automobile Liability, Employers Liability or Umbrella/Excess Liability policies. Such Umbrella/Excess Liability insurance must be maintained for the greater of the period under which a claim may be properly asserted under the applicable statute of limitations or repose.

(G) **General Requirements; Evidence of Coverage.** All insurance policies required to be maintained by, or caused to be maintained by, Tenant under this Lease shall be issued by an insurance company qualified to do business in the state/commonwealth where the Premises are located for the issuance of such type of coverage and shall have a Best's Financial Strength Rating of A or better and a Best's Financial Size Rating of XIII or better or a rating of A- or better by Standard and Poor's. Prior to Lessor granting access to the Premises to Tenant or Tenant's Agents, Tenant shall deliver to Lessor certificates of insurance and true and complete copies of any and all endorsements required under this Lease. Tenant shall, prior to expiration of each policy, furnish Lessor with certificates of insurance evidencing renewal thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification, except after thirty (30) days prior written notice to Lessor and the other parties named as additional insureds as required in this Lease (except for cancellation for nonpayment of premium, in which event cancellation shall not take effect until at least ten (10) days' prior notice has been given to Lessor). The failure of Lessor to demand evidence of insurance or to identify any deficiency in any insurance coverage required in this Lease will not be construed as a waiver by Lessor of Tenant's obligation to comply with the insurance requirements of this Lease. Lessor may from time to time require reasonable increases in the types and/or limits of insurance to be maintained by Tenant if Lessor believes that additional coverage is necessary or desirable. If Tenant does not comply with the requirements of this Section 62, Lessor may, at its option and at Tenant's expense, purchase such insurance coverage. The cost of such insurance shall be paid to Lessor by Tenant, as Additional Rent, within ten (10) days after demand. Unless otherwise specified herein, the insurance required to be maintained, or caused to be maintained, by Tenant must: (i) be primary and non-contributory to any other insurance that may be available to Lessor Insureds with respect to occurrences within the Premises; (ii) contain a waiver of subrogation in favor of Lessor Insureds, which must not contain any limitation or exclusion due to the requirement of contractual privity; (iii) not include defense costs within the limit of liability; and (iv) include (except for Business Interruption and Worker's Compensation Insurance) the Lessor Insureds as additional insureds. The failure of Tenant to fully and strictly comply with the insurance requirements set forth herein may, at Lessor's election, constitute a material breach of this Lease. No Lessor Insureds will be responsible for any deductible or self-insured retentions under insurance policies maintained by Tenant in connection with this Lease, and in no event shall the limits of any insurance policy limit the liability of Tenant under this Lease. The Tenant shall be permitted to maintain self-insurance for the insurance required by this Lease, so long as the self-insurance of the Tenant provides equivalent coverage to the requirements of the Tenant as stated in this Section 62.

**Attachment D**

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

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By:   
Deputy

Date: 12/18/18

RECOMMENDED FOR APPROVAL:

Health Care Agency

BY:   
Anna Peters, Director of Administration

County Executive Office

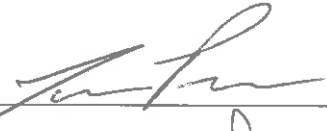
BY:   
Real Estate Manager

**LESSOR**

GPI-OCS, LLC,  
a Delaware limited liability company

By: GPI-Cal Realty I, LP,  
a Texas limited partnership,  
its sole member

By: Granite Properties, Inc.,  
a Delaware corporation  
its general partner

By:   
Name: Jason Purvis  
Title: Senior Managing Director

**Attachment D**

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



Attest:

**COUNTY**

COUNTY OF ORANGE

A handwritten signature in blue ink, appearing to read "Robin Stieler", is written over a horizontal line.

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

A handwritten signature in blue ink, appearing to read "Jim D. Burkett", is written over a horizontal line.

Chairman of the Board of Supervisors  
Orange County, California

**EXHIBIT A**

**LAND LEGAL DESCRIPTION**

**Parcel A:**

Parcel 5, in the City of Orange, County of Orange, State of California, as shown on a Parcel Map No. 86-168, filed in Book 215, Page 28 through 34 of Parcel Maps, records of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deed

Depth: the upper 100 feet  
Recorded: January 29, 1963 as Instrument No. 23634 in Book 6412, Page 519 of Official Records

**Parcel B:**

Parcels 1 and 3, in the City of Orange, County of Orange, State of California, as shown on a Parcel Map No. 86-318, filed in Book 216, Page(s) 41 and 42 of Parcel Maps, records of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deed

Depth: upper 100 feet  
Recorded: January 29, 1963 as Instrument No. 23634 in Book 6412, Page 519 of Official Records.

**Parcel C:**

Parcel 2, in the City of Orange, County of Orange, State of California, as shown on Exhibit B of that certain Lot Line Adjustment No. LL86-19, recorded December 15, 1986 as Instrument No. 86-616569 of Official Records, which was formerly Parcels 2 and 4, as shown on a Map filed in Book 215, Page 28 through 34, of Parcel Maps, records of Orange County, California.

## Attachment D

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deed

Depth: upper 100 feet  
Recorded: January 29, 1963 as Instrument No. 23634 in Book 6412, Page 519 of Official Records.

Parcel D:

Easements as defined in that certain "Agreement Between Adjoining Landowners and Supplemental Declaration" recorded January 9, 1987 as Instrument No. 87-012961 of Official Records of Orange County, California, as said easements are more specifically set forth in Paragraphs 2(A), 2(B) and 2(C) entitled "Easements" of said Instrument.

Parcel E:

Parcel 6, in the City of Orange, County of Orange, State of California, as shown on Parcel Map 86-168, filed in Book 215, Page(s) 28 to 34, inclusive, of Parcel Maps, in the Office of the County Recorder of Orange County., California.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth shown below but with no right of surface entry, as provided in deed

Depth: upper 100 feet  
-Recorded: January 29, 1963 in Book 6412, Page 519 of Official Records

Assessor's Parcel Number: 231-261-09, 231-261-13; 231-261-15, 231-261-16; 231-261-17

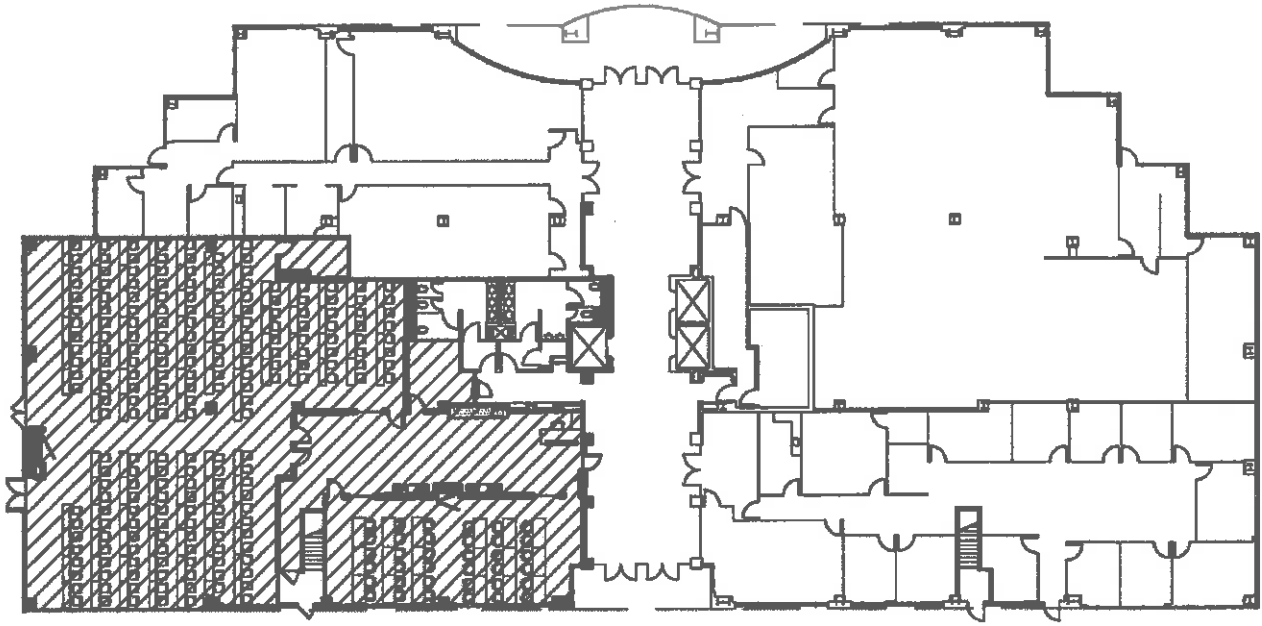
**NOT TO BE RECORDED**

**Attachment D**

**EXHIBIT B – PAGE 1**

**PLOT PLAN – PREMISES**

**(CROSS-HATCHED AREA ONLY)**





**Attachment D**

**EXHIBIT B – PAGE 2**

**PARKING STALLS**

**(HIGHLIGHTED AREA ONLY)**

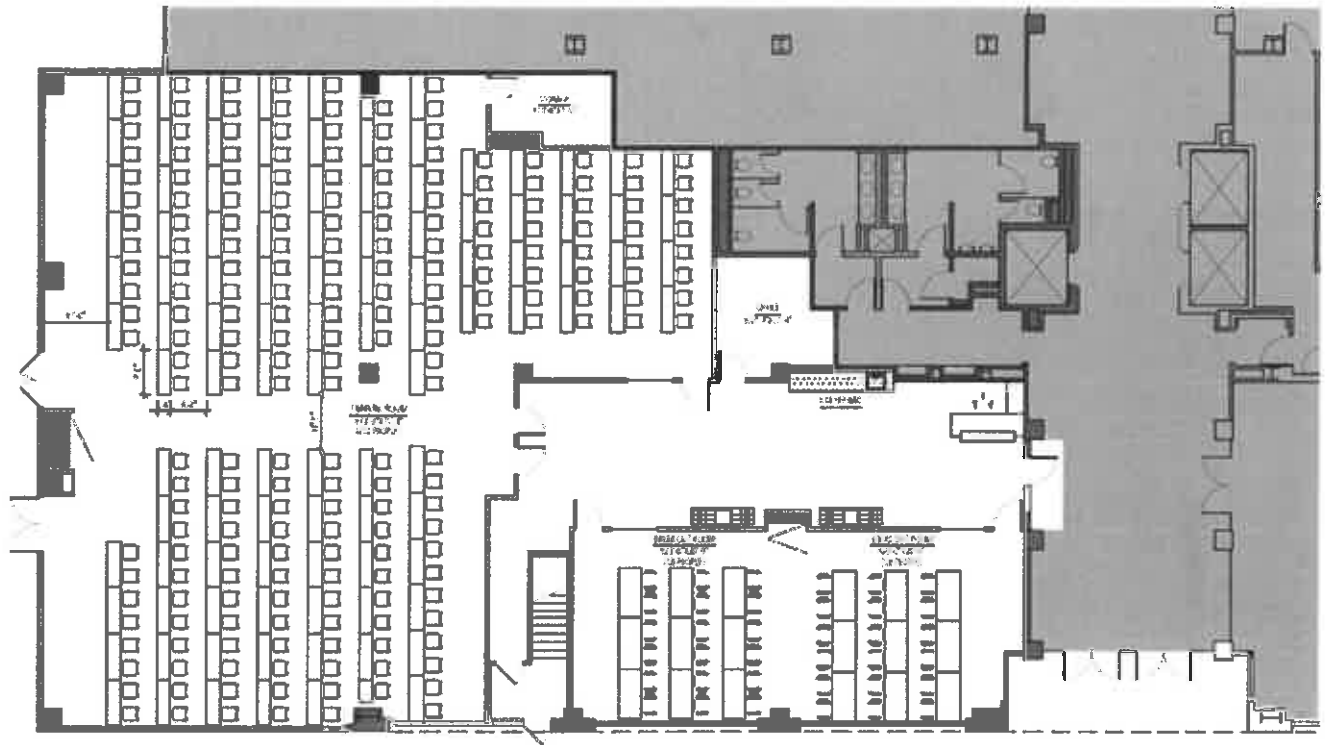


## Attachment D

**EXHIBIT C**

## SPACE PLAN

**(SHADED AREA NOT A PART)**



**EXHIBIT D**

**WORK LETTER**

1. **COUNTY IMPROVEMENTS.** LESSOR shall construct and, except as provided below to the contrary, pay for the cost of constructing the County Improvements described by the plans and specifications identified in Exhibit C, the Space Plans, using Building standard materials, finishes and specifications selected by LESSOR. Notwithstanding the foregoing, COUNTY may request materials, finishes and specifications above the Building's Standards (as defined below), provided that the increased costs therefor shall not be paid out of LESSOR's Maximum Contribution (as defined below) and shall, in all events, be treated as Excess Costs. Provided COUNTY is not in default under the terms of this Lease, LESSOR shall pay for the cost of the County Improvements up to a maximum of sixty-five dollars (\$65.00) per rentable square foot of the Premises (i.e., up to four hundred seventy-nine thousand eight hundred ninety-five dollars (\$479,895.00), based upon the Premises containing 7,383 rentable square feet) (the "**Lessor's Maximum Contribution**"). Any amounts in excess of Lessor's Maximum Contribution ("**Excess Costs**") shall be paid for by COUNTY. In addition, COUNTY shall be solely responsible for the cost of the three (3) demountable walls depicted on Exhibit E attached hereto, the cost of which shall not be paid out of Landlord's Maximum Contribution and shall be treated as Excess Costs; provided, however, such cost may not be included in Amortized Costs and shall be paid for by COUNTY prior to LESSOR's construction of the County Improvements in accordance with Section 2 below. COUNTY may request changes to the Space Plans (as used hereafter in this Work Letter, "**changes**") provided that (a) the changes shall not be of a lesser quality than LESSOR's standard specifications for tenant improvements for the Building, as the same may be changed from time to time by LESSOR (the "**Standards**"); (b) the changes conform to applicable governmental regulations and necessary governmental permits and approvals can be secured; (c) the changes do not require building service beyond the levels normally provided to other tenants in the Building; (d) the changes do not have any adverse effect on the structural integrity or systems of the Building; (e) the changes will not, in LESSOR's opinion, unreasonably delay construction of the County Improvements; and (f) LESSOR has determined in its sole discretion that the changes are of a nature and quality consistent with the overall objectives of LESSOR for the Building. If LESSOR approves a change requested by COUNTY, then, as a condition of LESSOR's approval, COUNTY shall pay to LESSOR, upon demand by LESSOR the increased cost attributable to such change, as reasonably determined by LESSOR. To the extent any such change results in a delay of completion of construction of the County Improvements, then such delay shall constitute a delay caused by COUNTY as described below. In the event of a conflict between the terms of Clause 13 (CONSTRUCTION) of the Lease and the terms of this Work Letter, the terms of this Work Letter shall apply.

Provided COUNTY is not in default under the Lease, COUNTY shall have the right to amortize up to twenty dollars (\$20.00) per rentable square foot of the Premises (i.e., up to one hundred forty-seven thousand six hundred sixty dollars [\$147,660.00] based on the Premises containing 7,383 rentable square feet) (the "**Amortized Costs**"), over the initial one hundred twenty (120) months of the Term with interest thereon at eight percent (8%) per annum, to be used to pay for any Excess Costs. The Amortized Costs shall be due and payable as Additional Rent in equal monthly installments concurrently with COUNTY's monthly payments of Rent under the Lease. COUNTY shall notify LESSOR of its election to amortize any Excess Costs within five (5) business days after LESSOR notifies COUNTY of the final pricing for the County Improvements. All Excess Costs which COUNTY does not elect to amortize pursuant to the preceding sentences and/or any Excess Costs above the amount of the Amortized Costs, shall be due and payable by COUNTY to LESSOR upon demand.

2. **CONSTRUCTION OF COUNTY IMPROVEMENTS.** Upon COUNTY's payment to LESSOR of any Excess Costs (to the extent not included in the Amortized Costs, if applicable), and costs attributable to

## Attachment D

changes, if any, LESSOR's contractor shall commence and diligently proceed with the construction of the County Improvements, subject to COUNTY Delays (as described in Clause 4 below) and Force Majeure Delays (as described in Clause 13(H) (CONSTRUCTION) of the Lease). Promptly, upon the COUNTY's written request therefor, LESSOR shall furnish COUNTY with a construction schedule letter setting forth the projected completion dates therefor and showing the deadlines for any actions required to be taken by COUNTY during such construction, and LESSOR may from time to time during construction of the County Improvements modify such schedule with written notice to COUNTY confirming said modification to the schedule. If LESSOR determines, at any time during the course of constructing the County Improvements, that the cost of the County Improvements shall exceed the Maximum Landlord Contribution (and Amortized Costs, to the extent applicable), COUNTY shall pay such excess amounts to LESSOR within thirty (30) days after LESSOR's demand therefor.

3. **DELIVERY OF POSSESSION.** LESSOR agrees to deliver possession of the Premises to COUNTY when Substantial Completion of the County Improvements has occurred pursuant to Clause 13(D) (CONSTRUCTION) of the Lease.

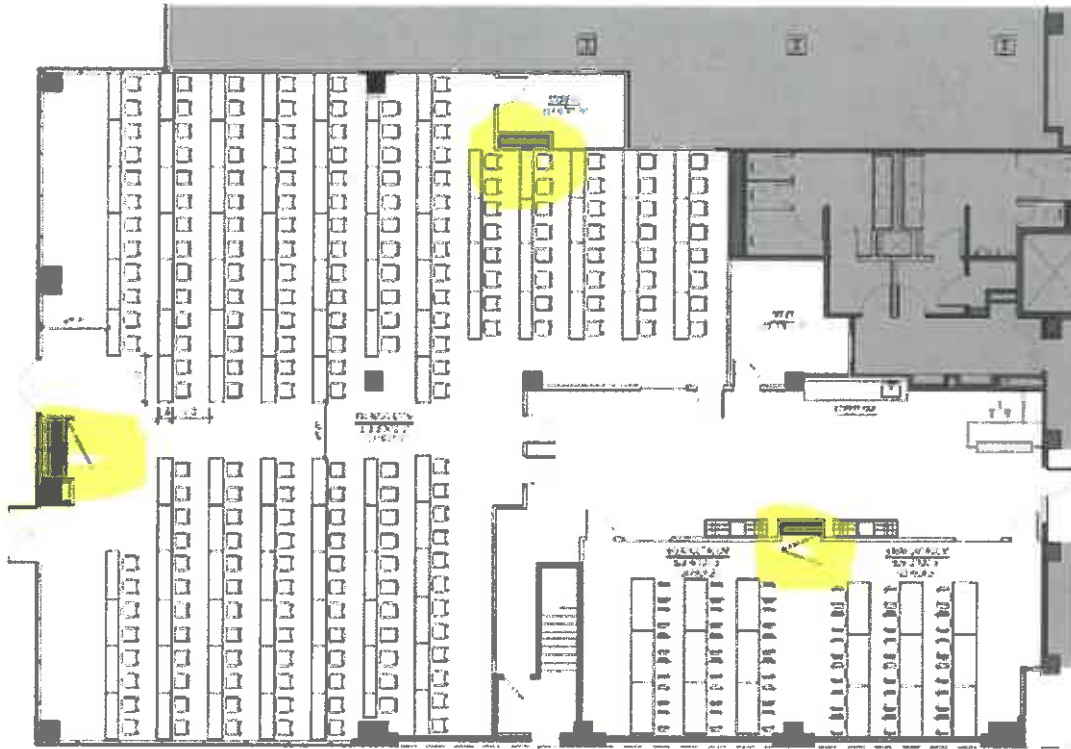
4. **COUNTY DELAYS.** For purposes of this Work Letter, "COUNTY Delays" shall mean any delay in the completion of the County Improvements resulting from any or all of the following: (a) COUNTY's failure to timely perform any of its obligations pursuant to this Work Letter, including any failure to complete, on or before the due date therefor, any action item which is COUNTY's responsibility pursuant to any schedule delivered by LESSOR to COUNTY pursuant to this Work Letter; (b) COUNTY's changes to the Plans; (c) COUNTY's request for materials, finishes, or installations which are not readily available or which are incompatible with the Standards; (d) any delay of COUNTY in making payment to LESSOR for COUNTY's share of any costs in excess of the cost of the County Improvements as described in the Space Plans.

**Attachment D**

**EXHIBIT E**

**DEPICTION OF DEMOUNTABLE WALLS**

**(HIGHLIGHTED AREA)**



**EXHIBIT F**

**JANITORIAL SPECIFICATIONS**

**Orange City Square Cleaning Specifications**

**Lobby and Corridors:**

**Nightly Services-**

1. Clean, detail and sanitize all public telephones and enclosures. (Neatly arrange all phone books).
2. Clean and remove smudges from entry door glass.
3. Polish all entry handles, doorplates and metal trim.
4. Empty all ashtrays, wipe clean and polish.
5. Screen all sand urns and debris.
6. Empty all trash receptacles, clean container with clean, damp cloth and replace plastic liners.
7. Dust and clean all horizontal surfaces under seven (7) feet.
8. Vacuum all carpet areas.
9. Dust mop or damp mop entry floors.
10. Clean and remove smudges and marks on walls, wall coverings and enclosed artwork.
11. Clean, polish and sanitize all water fountains.
12. Clean, polish and straighten all furniture as needed.
13. Dust and clean all lobby and corridor signage.
14. Report any lights burned out.
15. Secure all doors and turn-off appropriate lights upon completion of work assignments.

**Weekly Services-**

1. Replace sand in ash urns weekly or as needed. Sand to be provided by Property Management.
2. Wipe clean all fire extinguisher cabinets and glass. Report broken glass or missing extinguisher.
3. Dust and clean all baseboards.
4. Spot clean all carpeted areas.
5. Dust all ledges and exit signs.
6. Dust all walls above seven (7) feet.

**Monthly Services-**

1. Clean all ceiling vents and grills
2. Dust high ceiling corners and entryways.
3. Scrub and wax all tile floors. (Not to be slippery).

**Quarterly Services-**

1. Strip and wax common area floors. (Not to be slippery).

**General Office Area:**

**Alternate Dusting: Dusting in office areas only, to be performed two (2) times per week.**

**Alternate Vacuuming: Vacuuming in office areas only, to be performed three (3) times per week.**

**Nightly Services-**

1. Waste baskets emptied and replaced with new liners, if soiled.
2. Dust furniture two (2) times per week (file cabinets, tables, credenzas, etc.), tops only, and only when free of papers, folders, etc.
3. Traffic areas to be policed for scraps of paper, paper clips, etc.
4. Tile floors and door thresholds swept and/or dust mopped.
5. Spot clean carpeted floors.
6. Vacuum carpeted floors three (3) times per week.
7. Spot clean to remove smudges and finger marks from doors, walls, partitions, glass, file cabinets, light switch plates, etc.
8. Clean and remove smudges from entry door glass.
9. Properly position furniture, books and magazines in reception areas.
10. Properly position furniture in offices and conference rooms.
11. Dust windowsills and ledges two (2) times per week.

## **Attachment D**

12. Clean and wash all lunchroom tabletops, counters, cabinets, refrigerator and stove (outside only) surfaces. Report any insect problem. Fill all soap and towel dispensers as necessary.

13. Before leaving any suite, shut-off lights, electrical appliances, and lock all entrance doors.

14. Report all burned out lights to property management.

### **Weekly Services -**

1. Low dusting, including all chair legs, backboards, furniture legs and other areas of furniture and accessories not dusted during two (2) times per week dusting.

2. Telephones wiped clean.

3. Damp mop all tile and hardwood floor areas.

### **Monthly Services-**

1. Detail vacuum all carpeted areas, including edging, corners, behind doors and vacuum under desks. Move all light furniture as needed and return to original positions.

2. Scrub and wax floor. (Not to be slippery).

### **Quarterly Services-**

1. Strip and wax floors. (Not to be slippery).

## **Restroom Cleaning:**

### **Nightly Services-**

1. Dust and clean all restroom signage and doors.

2. Vacuum all restroom vestibules and remove spots.

3. Wet mop and disinfect tile floors, paying particular attention to areas under urinals and toilet bowls.

4. Wash both sides of toilet seats with soap and water and disinfect.

5. Empty, clean, sanitize and polish all paper dispensers, replacing liners as necessary.

6. Clean and polish all mirrors.

7. Dust ledges and baseboards.

8. Damp wipe, polish and shine all chrome, metal fixtures, hand plates, kick plates, utility covers, plumbing, clean out covers and doorknobs.

9. Spot clean with disinfectant all partition and tile walls. (Report any graffiti and remove if possible).

10. Fill all toilet latrines, soap, towel and sanitary napkin dispensers as necessary.

11. Report all burned out lights, leaking faucets, running water or other maintenance needs.

12. Janitor carts will not be brought into restroom areas or used to prop open doors.

### **Semi-Weekly Services (2 Times per Week)-**

1. Pour clean water down floor drains to prevent sewer gasses from escaping.

### **Weekly Services-**

1. Wash down ceramic tile floors and partitions inside and out and disinfect. (Report any graffiti and clean if possible).

2. Wash down all enamel walls.

### **Monthly Services-**

1. Scrub and wax restroom floors. (Not to be slippery)

### **Quarterly Services-**

1. Strip and wax restroom floors. (Not to be slippery)

## **Elevator Cleaning (where applicable):**

### **Nightly Services-**

1. Vacuum and clean all spots and stains from carpet.

2. Dust and clean granite baseboards.

3. Dust and polish all metal with approved polish. (Non abrasive)

## **Window Washing:**

1. Exterior window washing (semi-annually).

2. Interior window washing (annually).

**Attachment D**

**EXHIBIT G**

Project/Parcel No.:

Project Name:

**ESTOPPEL CERTIFICATE**

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated \_\_\_\_\_, between \_\_\_\_\_ ("LESSOR") and the County of Orange, a political subdivision of the State of California ("COUNTY"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between LESSOR and COUNTY and is in full force and effect.
2. (Check One)  
☐ The aforesaid lease has not been modified, altered, or amended.  
☐ The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is \_\_\_\_\_ years. The lease commenced on \_\_\_\_\_ and will expire on \_\_\_\_\_.
4. The term of the lease is subject to COUNTY's option to extend as follows:  
\_\_\_\_\_  
\_\_\_\_\_
5. The lease rental rate is \$\_\_\_\_\_ per month, no rent has been paid in advance except as set forth in the lease, and COUNTY (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from LESSOR.
6. COUNTY has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to COUNTY are set forth in Clause \_\_\_\_ (\_\_\_\_\_) of the lease.
8. COUNTY has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of COUNTY, LESSOR is not now in default under the lease.

APPROVED AS TO FORM  
OFFICE OF COUNTY COUNSEL

COUNTY  
County of Orange

By \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Thomas A. Miller, Chief Real Estate Officer  
County Executive Office/Real Estate

Date: \_\_\_\_\_

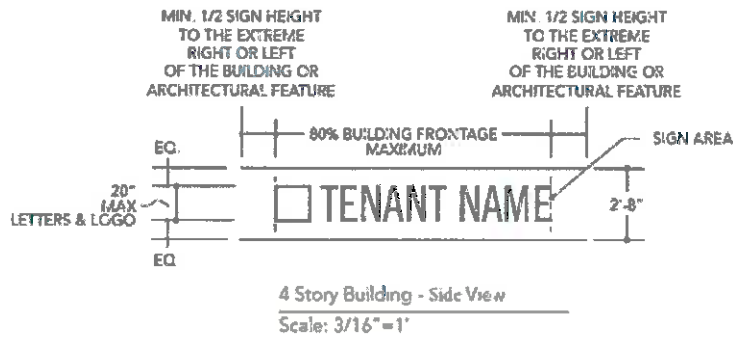
Certificate Date: \_\_\_\_\_



## Attachment D

### EXHIBIT H

#### DEPICTION OF COUNTY SIGNAGE LOCATION



4-Story Typical  
Not to Scale

**SIGN TYPE B**  
SECONDARY BUSINESS SIGN  
(EYEBROW)  
PHOTOS & DETAILS

SIGN TYPE B  
ELEVATION / SPECIFICATIONS

**PAGE 6.3**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

**Attachment D**

**EXHIBIT H-1**

**LESSOR SIGN PROGRAM**

**(SEE FOLLOWING PAGES)**

SIGN PROGRAM  
FOR



ADDRESSES:

750, 770, 790, & 840  
The City Drive South,  
Orange CA 92868

BUILDING STORIES:

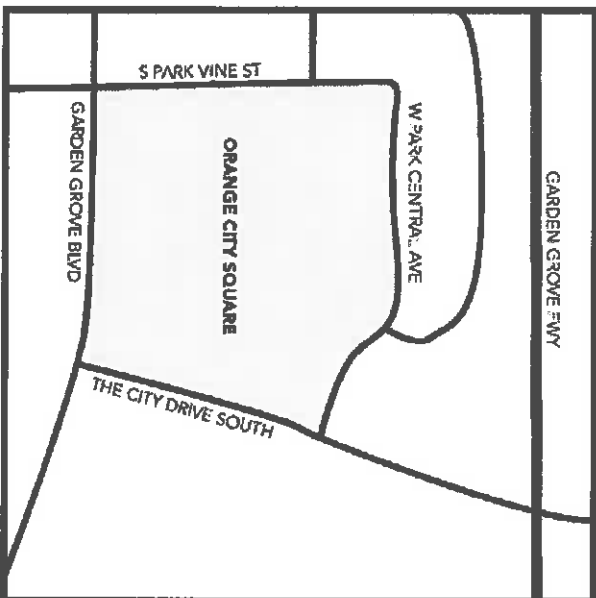
1, 4, & 8

PROPERTY OWNER:

CB RICHARD ELLIS INVESTORS, LLC  
515 SOUTH FLOWER ST, 31ST FLOOR  
LOS ANGELES, CA 90071  
CONTACT: MING J. LEE  
213.683.4252 phone

PROGRAM DESIGNER:

JB3D  
731 N. MAIN STREET  
ORANGE, CALIFORNIA 92868  
714.744.2300 phone  
714.744.8061 fax



PAGE 1

Orange City Square

April 27, 2011

SIGN PROGRAM  
CASE # DRC 4540-11

**Attachment D**

SIGN TYPE	DESCRIPTION	SIGN LOCATION	MAX. QUANTITY	MAX. SIGN AREA	MAX. LETTER HEIGHT	MAX. HEIGHT OF SIGN ABOVE GROUND	LOGOS ALLOWED	ILLUMINATION PERMITTED
A	High-Rise Building Sign	Wall	4*	300 SQ. FT	96"	N/A	Yes	Yes
A1	Wall Sign	Wall	4**	200 SQ. FT	48"	N/A	Yes	Yes
B	Secondary Business Sign (Eyebrow)	Wall	4	60 SQ. FT	20"	N/A	No	Yes
C	Primary Entry Monument	Ground	1	60 SQ. FT	14"	15'-0"	***	Yes
D	Address / Tenant ID Wall	Ground	****	See Sheet 8 & 8.1	See Sheet 8 & 8.1	See Sheet 8 & 8.1	****	Yes
E	Office Tenant ID	Ground	****	See Sheet 9 & 9.1	See Sheet 9 & 9.1	See Sheet 9 & 9.1	No	Yes
F	Directional Signage	Ground	*****	See Sheet 10 & 10.1	See Sheet 10 & 10.1	See Sheet 10 & 10.1	No	No
G	Retail Tenant Monument	Ground	2	96.13 SQ. FT	7 1/4"	9'-1"	***	Yes
H	Retail Tenant Wall Sign	Wall	*****	70% of Total Primary Lease Frontage	2'-0"	N/A	Yes	Yes
*	On 770 Building Only							
**	On 750 & 790 Building Only							
***	Office Park Logos Only							

April 27, 2011

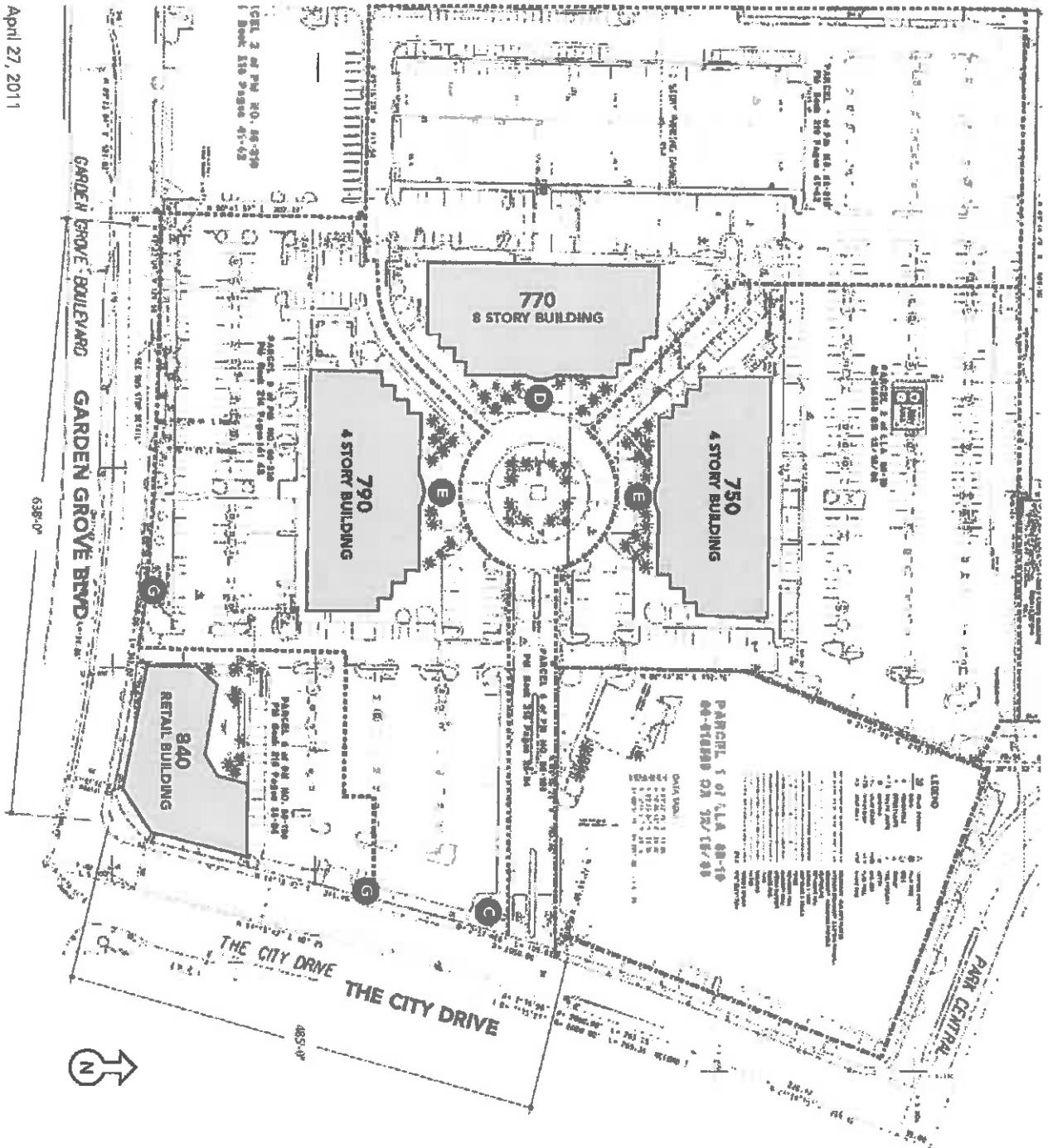
SIGN PROGRAM  
CASE # DRC 4540-11

Orange City Square

**PAGE 2**

# Attachment D

April 27, 2011



Plans showing exact position of signs to be submitted along with permit application.

## LEGEND

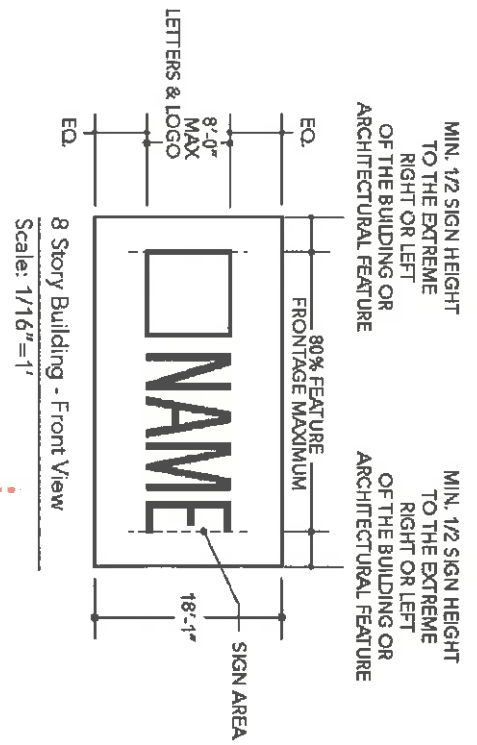
- A High-Rise Building Sign\*
- A1 Wall Sign\*
- B Secondary Business Sign
- C Primary Entry Monument
- D Address / Tenant ID Wall
- E Office Tenant ID
- F Directional Signage (As required)
- G Retail Tenant Monument
- H Retail Tenant Wall Sign\*

\*Exact locations to be determined during the permit process

--- Parcel Line

Purpose:	To identify primary business names occupying the 770 The City Drive building at the Orange City Square office park. Primary tenants are defined as an occupant who is deemed by the individual building landlord, per their lease, to have the right to have their company name on the parapet area of the building.	<b>SIGN TYPE A</b> <b>HIGH-RISE BUILDING SIGN</b>
Maximum Number:	Four, one sign per building elevation	
Location:	At parapet level with equal space above and below the sign. Blank space around the sign copy equal to 1/3 the height of the tallest letter must be provided. (Exceptions to the maximum sign height may be granted for registered trademarks, if the average sign height is no greater than the maximum permitted sign height and located no more than 1/2 the average letter height to any building edge.)	
Orientation:	Parallel to wall	
Sign Copy:	Business name consisting of individual letters and logo only. Information which makes the sign appear to be advertisement, such as ® & ™, are prohibited.	
Max. Sign Area & Size:	Logo: 8'-0" high Letters: 8'-0" high Area: 300 sq ft Lineal Frontage of all sides: 511 Lineal Feet	
Maximum Sign Area:	Total sign area is calculated by adding the square footage of the letters and logo of each sign for a business space, including the blank area between logo and lettering. Per the City of Orange Zoning Code, a maximum sign size of up to 7 square feet per lineal foot of the structural width at the top of the building. The sign area of an individually lettered sign including the background is measured by enclosing the entire sign within two sets of parallel lines that contain all words or images composing the sign.	
Sign Construction/Material:	Individual letters and logos only. No cabinet signs or cloud signs. Fabricated from aluminum	
Illumination:	Internal face illumination or halo illumination with warm white neon or LED permitted. Exposed neon and exposed raceways are prohibited.	
Logo:	Permitted	<b>SIGN TYPE A</b> <b>ELEVATION / SPECIFICATIONS</b>
Letterstyle:	Tenant standard lettering to be approved by the Landlord.	<b>PAGE 4</b>
Color:	Sign copy color to contrast with building and must be approved by the Landlord.	Orange City Square SIGN PROGRAM CASE # DRC 4540-11
April 27, 2011		

**SIGN TYPE A**  
**HIGH-RISE BUILDING SIGN**  
**PHOTO & DETAILS**



8-Story Typical  
Not to Scale

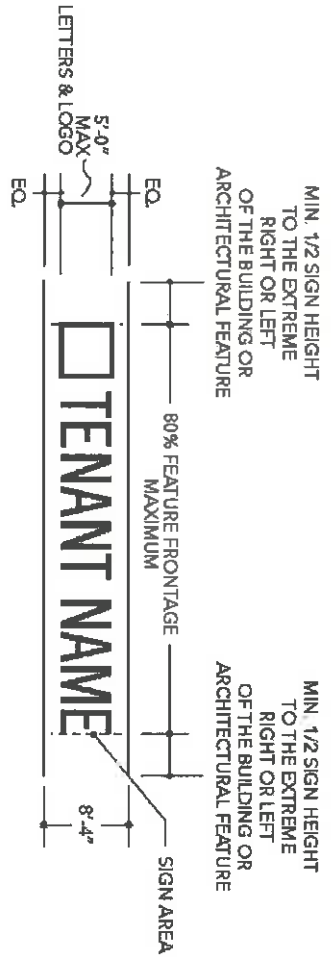
SIGN TYPE A  
ELEVATION / SPECIFICATIONS

**PAGE 4.1**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011



8 Story Building - Front View  
Scale: 1/16"=1'



8-Story Typical  
Not to Scale

# SIGN TYPE A HIGH-RISE BUILDING SIGN PHOTO & DETAILS

SIGN TYPE A  
ELEVATION / SPECIFICATIONS

**PAGE 4.2**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011



**SIGN TYPE A**  
HIGH-RISE BUILDING SIGN  
PHOTO & DETAILS



8-Story - Side View Typical  
Not to Scale

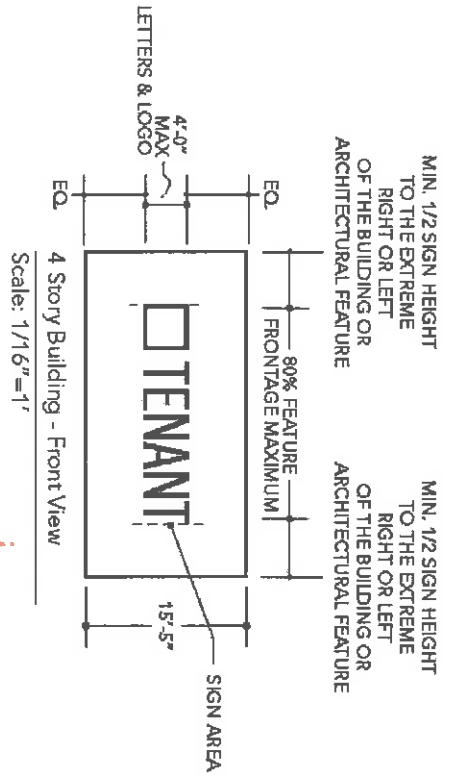
April 27, 2011

**SIGN TYPE A**  
**ELEVATION**  
**PAGE 4.3**

Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11

Purpose:	To identify primary business names occupying the 750 & 790 The City Drive building at the Orange City Square office park. Primary tenants are defined as an occupant who is deemed by the individual building landlord, per their lease, to have the right to have their company name on the parapet area of the building.	<b>SIGN TYPE A1</b> <b>WALL SIGN</b>
Maximum Number:	Four, one sign per building elevation	
Location:	At parapet level with equal space above and below the sign. Blank space around the sign copy equal to 1/3 the height of the tallest letter must be provided. (Exceptions to the maximum sign height may be granted for registered trademarks, if the average sign height is no greater than the maximum permitted sign height and located no more than 1/2 the average letter height to any building edge.)	
Orientation:	Parallel to wall	
Sign Copy:	Business name consisting of individual letters and logo only. Information which makes the sign appear to be advertisement, such as ® & ™, are prohibited.	
Max. Sign Area & Size:	Logo: 4'-0" high Letters: 4'-0" high Area: 200 sq ft Lineal Frontage of all sides: 528 Lineal Feet	
Maximum Sign Area:	Total sign area is calculated by adding the square footage of the letters and logo of each sign for a business space, including the blank area between logo and lettering. Per the City of Orange Zoning Code, a maximum sign size of up to 1 square foot per lineal foot of the structural width at the top of the building. The sign area of an individually lettered sign including the background is measured by enclosing the entire sign within two sets of parallel lines that contain all words or images composing the sign.	
Sign Construction/Material:	Individual letters and logos only. No cabinet signs or cloud signs. Fabricated from aluminum	
Illumination:	Internal face illumination or halo illumination with warm white neon or LED permitted. Exposed neon and exposed raceways are prohibited.	
Logo:	Permitted	<b>SIGN TYPE A1</b> <b>ELEVATION / SPECIFICATIONS</b>
Letterstyle:	Tenant standard lettering to be approved by the Landlord.	<b>PAGE 5</b>
Color:	Sign copy color to contrast with building and must be approved by the Landlord.	Orange City Square <b>SIGN PROGRAM</b> <b>CASE # DRC 4540-11</b>
April 27, 2011		

**SIGN TYPE A1**  
WALL SIGN  
PHOTO & DETAILS



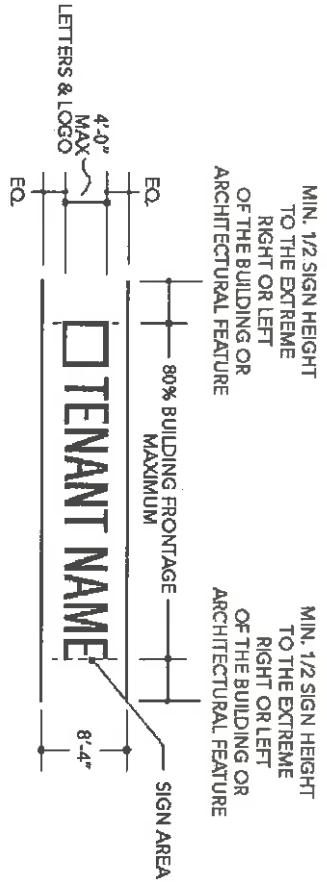
4-Story Typical  
Not to Scale

SIGN TYPE A1  
ELEVATION / SPECIFICATIONS

**PAGE 5.1**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11



4 Story Building - Front View  
Scale: 1/16" = 1'



4-Story Typical  
Not to Scale

**SIGN TYPE A1**  
WALL SIGN  
PHOTO & DETAILS

SIGN TYPE A1  
ELEVATION / SPECIFICATIONS

**PAGE 5.2**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

4-Story - Side & Rear View Typical  
Not to Scale



**SIGN TYPE A1**  
WALL SIGN  
PHOTO & DETAILS

**SIGN TYPE A1**  
ELEVATION  
**PAGE 5.3**  
Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11

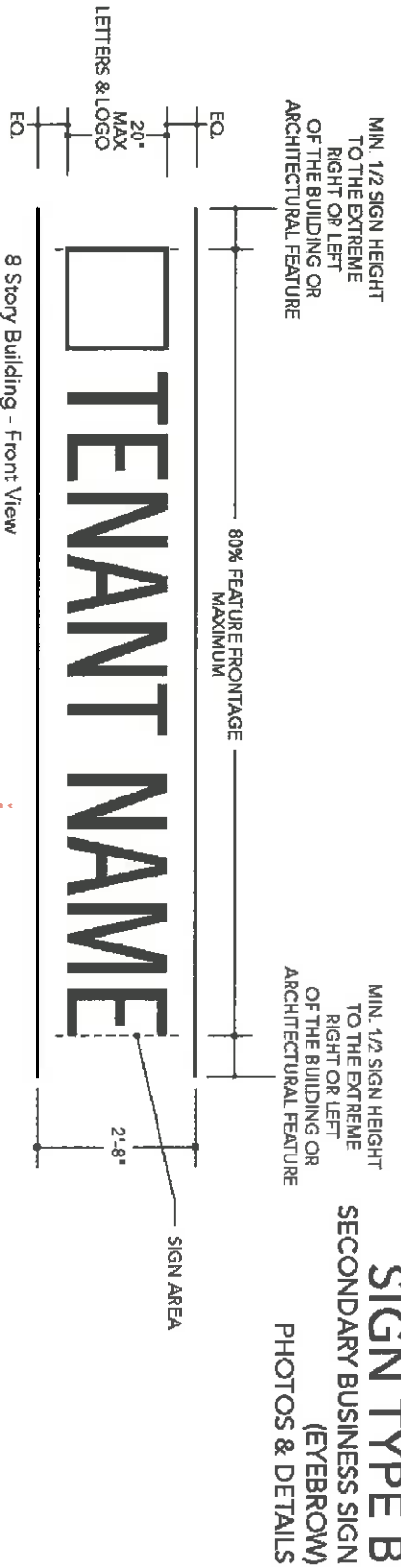
Purpose:	To identify secondary business names occupying 750, 770, & 790 The City Drive, at the Orange City Square office park. Secondary tenants are defined as an occupant who is deemed by the individual building landlord, per their lease, to have the right to have their company name on the "eyebrow" area of the building.
Maximum Number:	One per street, parking lot, freeway or pedestrian mall frontage. Four per building, located on adjacent building elevations.
Location:	On building wall between row of windows on first floor and row of windows on second floor with 1/3 letter height of space above and below the sign. No part of the sign (logo & text) may be located within 1/2 letter height to the extreme left or right of the building elevation.
Orientation:	Parallel to wall toward street, parking lot, freeway or pedestrian area.
Sign Copy:	Only name and/or symbol of building occupant. Brand names and information which makes the sign appear to be advertisement, such as ® & ™, are prohibited.
Maximum Sign Size:	Height 20" Width: Subject to height & Maximum Signable Area
Maximum Signable Area:	40 square feet, subject to above. The sign area of an individually lettered sign including the background is measured by enclosing the entire sign within two sets of parallel lines that contain all words or images composing the sign.
Maximum Letter / Symbol Size	20" high
Sign Construction/Material:	Individual letters and logos only. No cabinet signs or cloud signs, except for minor cabinet signs with opaque backgrounds that are adjacent to larger individual letters, maximum of 5 square feet. Fabricated from aluminum, polycarbonate and or stainless steel.
Illumination:	Internal face illumination or halo illumination with warm white neon or LED permitted. Exposed neon and exposed raceways are prohibited.
Logo:	Permitted, must be approved by the Landlord.
Letterstyle:	Lettering must be approved by the Landlord.
Color:	Colors must contrast with the building background and must be approved by the Landlord.
April 27, 2011	

**SIGN TYPE B**  
**SECONDARY BUSINESS SIGN**  
**(EYEBROW)**

SIGN TYPE B  
ELEVATION / SPECIFICATIONS

**PAGE 6**

Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11



8 Story Building - Front View  
Scale: 3/8"=1'



8-Story - Typical  
Not to Scale

SIGN TYPE B  
ELEVATION / SPECIFICATIONS

**PAGE 6.1**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011



April 27, 2011

8-Story - Side View Typical  
Not to Scale

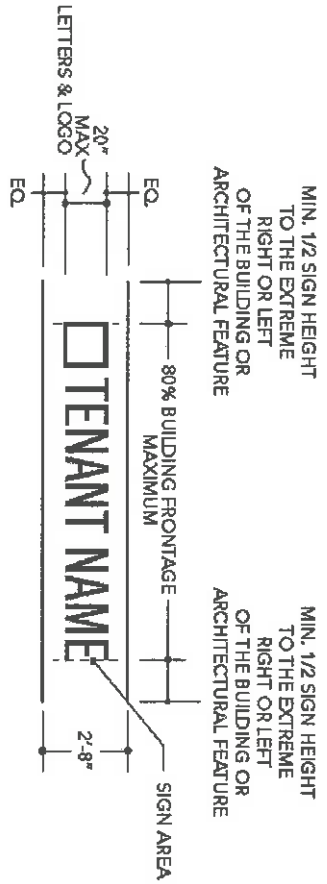


**SIGN TYPE B**  
SECONDARY BUSINESS SIGN  
(EYEBROW)  
PHOTOS

**SIGN TYPE B**  
ELEVATION / SPECIFICATIONS

**PAGE 6.2**  
Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11





4 Story Building - Front View  
Scale: 3/16" = 1'



4-Story Typical  
Not to Scale

## SIGN TYPE B SECONDARY BUSINESS SIGN (EYEBROW) PHOTOS & DETAILS

SIGN TYPE B  
ELEVATION / SPECIFICATIONS

PAGE 6.3

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

4-Story - Side & Rear View Typical  
Not to Scale



**SIGN TYPE B**  
SECONDARY BUSINESS SIGN  
(EYEBROW)  
PHOTOS

**SIGN TYPE B**  
ELEVATION  
**PAGE 6.4**  
Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11

Purpose:	To identify the project to motorists at the entrance to the Orange City Square office park.
Maximum Number:	One, double-sided
Location:	Outside of sight distance triangles and public right-of-way in accordance with the City of Orange. 10-foot minimum from face of public street curb, 2-foot minimum from back of sidewalk. Sign location will be coordinated with landscape, including hedges and street trees. Sign to be installed at ground level. Plans showing exact position to be submitted along with permit application.
Orientation:	Angled towards street.
Sign Copy:	"Orange City Square" & (3) addresses
Maximum Sign Height:	15'-0" high measured at the midpoint of the sign.
Maximum Sign Structure Width:	4'-0" total wide.
Maximum Sign Panel Size:	60 square feet.
Maximum Letter Size:	14" inches high.
Sign Construction/Material:	Painted aluminum & acrylic
Illumination:	Internally illuminated
Logo:	Office park only
Letterstyle:	Odeon Condensed Regular

**SIGN TYPE C**  
PRIMARY ENTRY  
MONUMENT



SIGN TYPE C  
ELEVATION / SPECIFICATIONS

**PAGE 7**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

Purpose:  
Maximum Number:

To identify the entrance and tenants of the 770 The City Drive building.  
One each type

**SIGN TYPE D**  
ADDRESS / TENANT ID WALL

Location:

Outside of sight distance triangles and public right-of-way.  
Sign location will be coordinated with landscape, including hedges and street trees.  
Sign to be installed at ground level. Plans showing exact position to be submitted along with permit application.

Orientation:

Parallel & perpendicular to the drive.

Sign Copy:

D1: (4) Tenant Names & Office Park Logo  
D2: (4) Tenant Names & Address

Maximum Sign Height:

Tenant & Logo Panels: 25"  
Address Numerals: 4'-11"

Maximum Sign Structure Width:

Tenant & Logo Panels: 11'-1"  
Address Numerals: 5'-9"

Maximum Sign Panel Size:

Tenant Panels: 23 sq ft  
Logo Panel: 8 sq ft  
Address Numerals: 28.25 sq ft  
Total Square Footage: 59.25 sq ft

Sign Construction/Material:

Painted aluminum & acrylic

Illumination:

Internally illuminated

Logo:

Office park & tenant logo, subject to landlord review and approval

Letterstyle:

Odeon Condensed Regular & Trade Gothic

Color:

All tenant names shall be white

SIGN TYPE D  
ELEVATION / SPECIFICATIONS

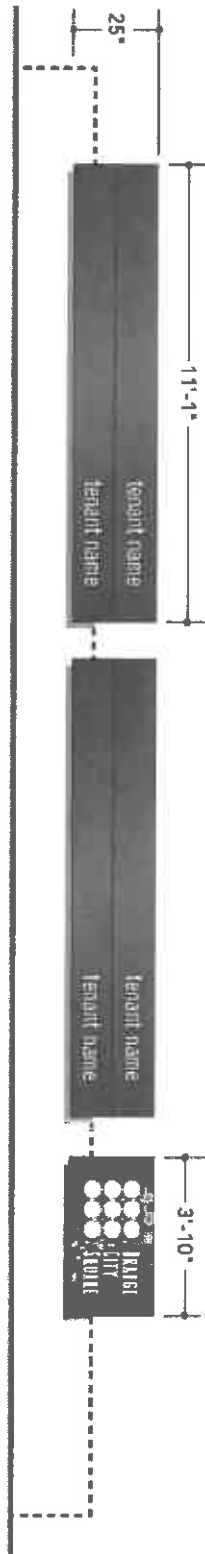
**PAGE 8**

Orange City Square

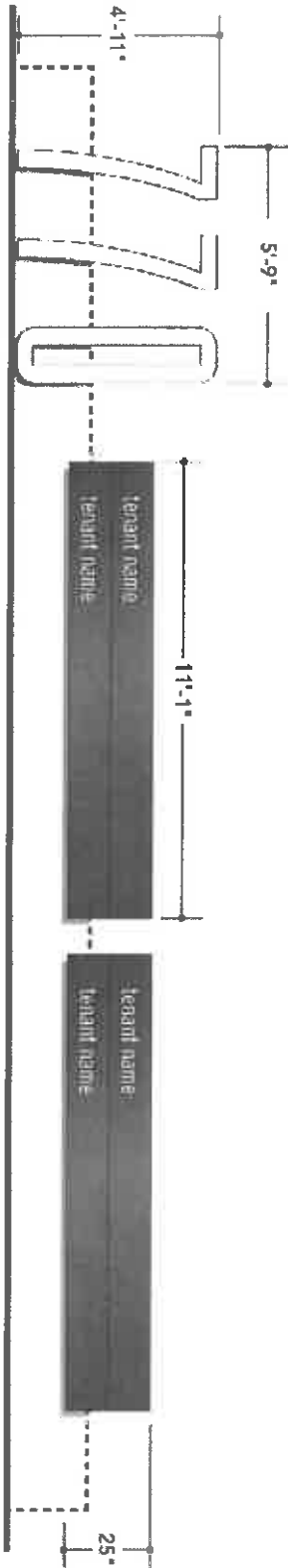
SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

**SIGN TYPE D**  
ADDRESS / TENANT ID WALL



SIGN TYPE D1  
SCALE: 1/4"=1'



SIGN TYPE D2  
SCALE: 1/4"=1'

**SIGN TYPE D**  
ELEVATION / SPECIFICATIONS

**PAGE 8.1**

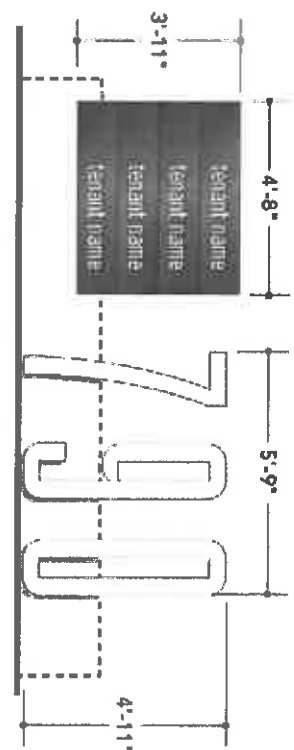
Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

Purpose:  
Maximum Number:  
Location:  
Orientation:  
Sign Copy:  
Maximum Sign Height:  
Maximum Sign Structure Width:  
Maximum Sign Panel Size:  
Sign Construction/Material:  
Illumination:  
Logo:  
Letterstyle:  
Color:

To identify the entrance and tenants of the 750 & 790 The City Drive building.  
One each type (two overall)  
Outside of sight distance triangles and public right-of-way.  
Sign location will be coordinated with landscape, including hedges and street trees.  
Sign to be installed at ground level. Plans showing exact position to be submitted along with permit application.  
Perpendicular to the circular drive  
(4) Tenant Names, "750" & "790" Address  
Tenant & Logo Panels: 3'-11"  
Address Numerals: 4'-11"  
Tenant & Logo Panels: 4'-8"  
Address Numerals: 5'-9"  
Tenant Panels: 18.2 sq ft  
Address Numerals: 28.25 sq ft  
Total Square Footage: 46.45 sq ft  
Painted aluminum & acrylic  
Internally illuminated  
Subject to Landlord review and approval  
Odeon Condensed Regular & Trade Gothic  
All tenant names shall be white



**SIGN TYPE E**  
**OFFICE TENANT ID**

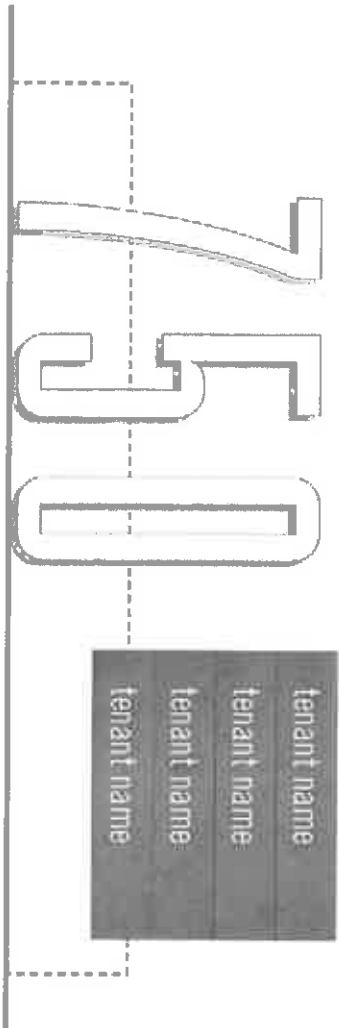
SIGN TYPE E  
ELEVATION / SPECIFICATIONS

**PAGE 9**

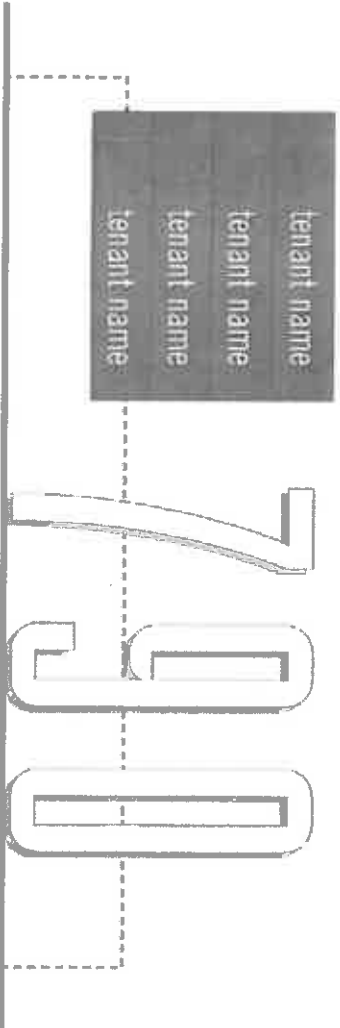
April 27, 2011

Orange City Square  
SIGN PROGRAM  
CASE # DRC 4540-11

**SIGN TYPE E**  
OFFICE TENANT ID



SCALE: 3/8"=1'



SCALE: 3/8"=1'

**SIGN TYPE E**  
ELEVATION / SPECIFICATIONS

**PAGE 9.1**

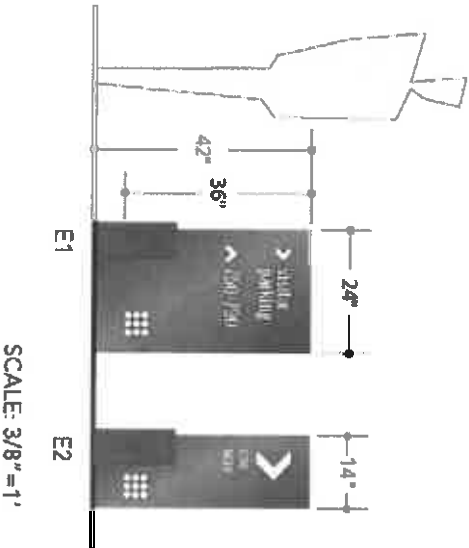
Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

Purpose:	To provide parking and accessibility information to patrons.
Maximum Number:	As required
Orientation:	Perpendicular to the street
Sign Copy:	As required
Maximum Sign Height:	42" maximum from top of grade, planter, or curb
Maximum Sign Structure Width:	24"
Maximum Sign Panel Size:	6 sq ft (graphic area)
Sign Construction/Material:	Painted aluminum, vinyl, & corten (optional)
Illumination:	External illumination only
Logo:	Project Logo Only
Letterstyle:	Trade Gothic
Copy Color:	White

SIGN TYPE F  
DIRECTIONAL SIGNAGE



SIGN TYPE F  
ELEVATION / SPECIFICATIONS

PAGE 10

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

May 12, 2011



Sign Use:

To identify the center and / or address of site & 10 retail tenants.

Purpose:

To identify the name and / or address of a site & retail tenants.

Maximum Number:

Two - Existing, one per parcel

Location:

One monument sign to be located along The City Drive in Orange & one along Garden Grove Blvd. Not within vehicular sight distance zones. All monument signs, per the City of Orange, shall have a minimum setback of 10 feet from public street curb, 2 feet from back of sidewalk, and 100 feet from another ground sign on private property.

Sign Copy:

Project Name and / or address up to 10 tenant names. Brand names and info which makes sign appear to be an advertisement, such as ® and TM are prohibited.

Max Sign Structure Size:

10'-7" high  
9'-1" wide

Maximum Sign Panel Size:

96.13 square feet

Maximum Letter Size:

7 1/4" high

Sign Construction/Material:

Painted aluminum, acrylic & corten steel

Illumination:

Internally illuminated

Logo:

Permitted for project name, tenant logos subject to landlord review and approval.

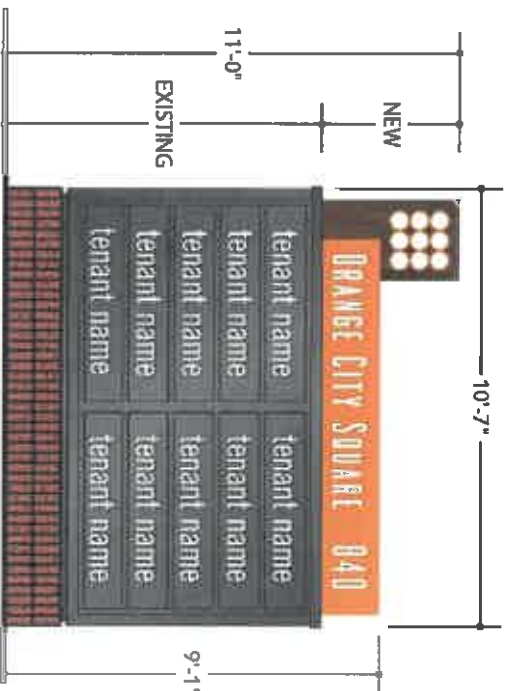
Letterstyle:

Odeon Condensed Regular & Trade Gothic

Color:

All tenant names shall be white

## SIGN TYPE G RETAIL TENANT MONUMENT



SCALE: 1/4"=1'

SIGN TYPE G  
ELEVATION / SPECIFICATIONS

PAGE 11

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

Purpose:

To identify primary business names occupying the building suites within the 840 The City Drive shopping center. Primary tenants are defined as an occupant who is deemed by the Shopping Center Owner, per their lease, to have the right to have their company name on their primary storefront.

# SIGN TYPE H RETAIL TENANT WALL SIGN

Maximum Number:

One per tenant per entry, unless otherwise noted (must be approved by landlord).

Location:

On building wall above tenant lease space. No part of the sign (logo & text) may be located within 1/2 letter height to the extreme left or right of the building elevation.

Orientation:

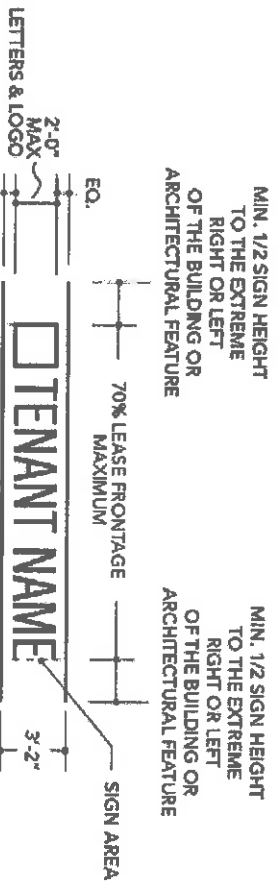
Parallel to wall toward street, parking lot, or pedestrian area.

Sign Copy:

Only name and/or symbol of building occupant. Brand names and information which makes the sign appear to be advertisement, such as @ & ,™, are prohibited.

Maximum Sign Size:

Height: 24"  
Width: 70% of Lease Frontage  
(Subject to height & Maximum Signable Area, Landlord Review & Approval)  
Please Note: Total area of signage is limited to one sq ft of sign per lineal foot of tenant building frontage.



Retail Building - Front View

Scale: 1/8"=1'

Maximum Signable Area:

40 square feet, subject to above. The sign area of an individually lettered sign including the background is measured by enclosing the entire sign within two sets of parallel lines that contain all words or images composing the sign.

Maximum Letter / Symbol Size

24" high

Sign Construction/Material:

Individual letters and logos only. No cabinet signs or cloud signs, except for minor cabinet signs with opaque backgrounds that are adjacent to larger individual letters, maximum of 5 square feet. Fabricated from aluminum, polycarbonate and or stainless steel.

Illumination:

Internal face illumination or halo illumination with warm white neon or LED permitted. Exposed neon and exposed raceways are prohibited.

Logo:

Permitted, must be approved by the Landlord.

Letterstyle:

Lettering must be approved by the Landlord.

Color:

Colors must contrast with the building background and must be approved by the Landlord.

April 27, 2011

SIGN TYPE H  
ELEVATION / SPECIFICATIONS

PAGE 12

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

**SIGN TYPE H**  
RETAIL TENANT WALL SIGN  
TYPICAL ELEVATION



Retail Elevations - Typical  
Scale: NTS

**SIGN TYPE H**  
ELEVATION / SPECIFICATIONS

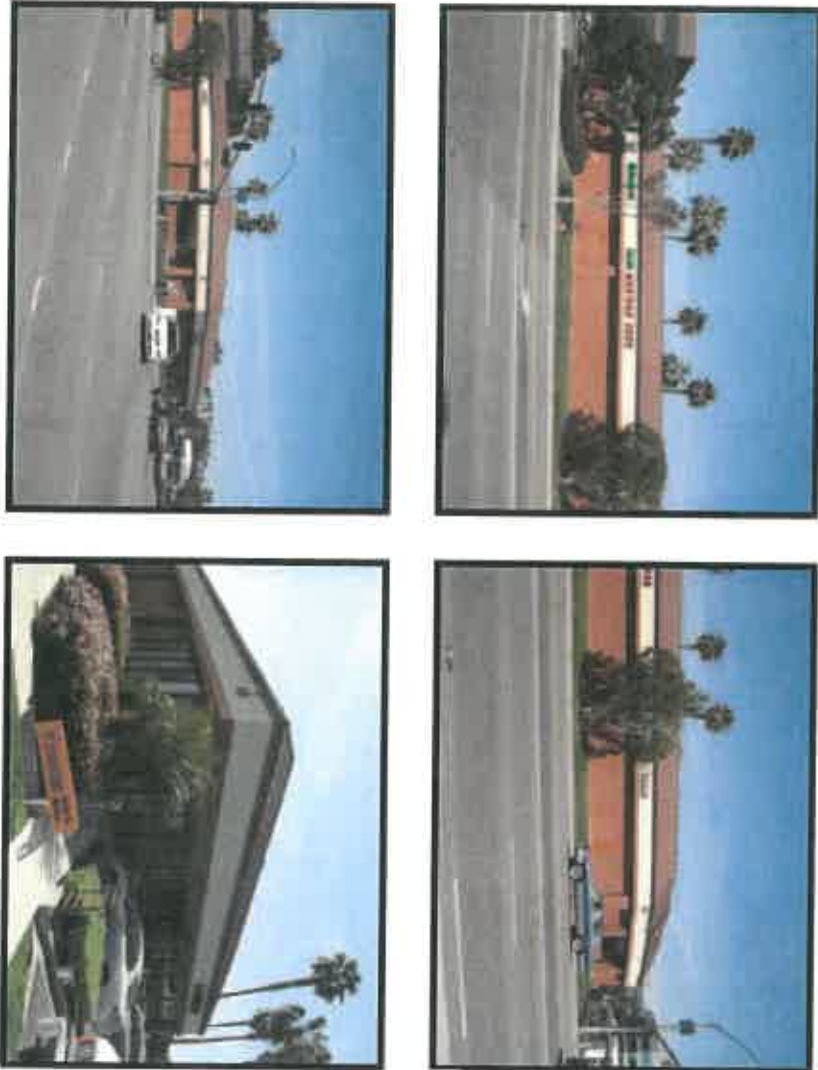
**PAGE 12.1**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011

**SIGN TYPE H**  
RETAIL TENANT WALL SIGN  
TYPICAL ELEVATION



Retail Elevations - Typical  
Scale: NTS

**SIGN TYPE H**  
ELEVATION / SPECIFICATIONS

**PAGE 12.2**

Orange City Square

SIGN PROGRAM  
CASE # DRC 4540-11

April 27, 2011