

Attachment A



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

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is made May 23rd, 2024 2024 (“**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**.”

RECITALS

I. Pursuant to a lease dated January 29, 2018 (“**Lease**”), Lessor leases to County approximately 7,383 rentable square feet (“**RSF**”) of office space commonly known as Suites 130 and 140 within the building located at 750 The City Drive, Orange, CA 92868 (“**Premises**”).

II. On January 28, 2020, the Parties agreed to amend the Lease to extend the term and update the rent clause (“**First Amendment**”).

II. The Parties have agreed to expand the Premises to include 6,020 RSF in Suite 210 and 4,219 RSF in Suite 225 on the second floor of the Building. Additionally, the Parties have agreed to County’s Expansion Space containing 3,909 RSF in Suite 100 of the Building.

III. The Parties now amend the Lease to update the Premises, Parking, Rent, Term, Expansion Space, Construction, and Attachments clauses.

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

A. Subject to the terms of Clause 9 (Rent) below, effective as of the first day of the first full calendar month following Substantial Completion (as defined below) of the Work in Suite 210 and Suite 225 (the “**Suites 210/225 Commencement Date**”) estimated to occur as of December 1, 2024, subject to delays attributable to Force Majeure and/or actions (or inactions) of County, Clause 2 (PREMISES) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“2. PREMISES (1.1 SA)

Lessor leases to County that certain real property described in Revised Exhibit A and as shown on Revised Exhibit B, which exhibits are attached hereto and by reference made a part hereof, containing approximately seven thousand three hundred and eighty-three (7,383) RSF of office

Attachment A

space in Suites 130 and 140, approximately six thousand twenty (6,020) RSF of office space in Suite 210, and approximately four thousand two hundred and nineteen (4,219) RSF of office space in Suite 225 for a total of approximately 17,622 RSF 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.

The Parties agree that the Expansion Space (as defined below and as shown in Revised Exhibit I) consisting of approximately three thousand nine hundred and nine (3,909) RSF in Suite 100 of the Building shall become part of the Premises approximately six (6) months after April 1, 2025, as set forth below in Clause 13 (CONSTRUCTION).”

B. Effective as of the Suites 210/225 Commencement Date, Clause 4 (PARKING) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“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 five (5) unreserved parking stalls for each one thousand (1,000) rentable square feet of space leased (i.e., up to eighty-eight [88] unreserved parking stalls based upon the Premises containing 17,622 RSF) (provided, after commencement of County’s leasing of the Expansion Space [as defined below], County shall have the non-exclusive right to use, up to one hundred seven [107] unreserved parking stalls based upon the Premises containing 21,531 RSF) (“**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 Revised 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.”

C. Effective as of the Suites 210/225 Commencement Date, Clause 6 (TERM) is hereby deleted from the Lease in its entirety and the following clause is substituted:

Attachment A

“6. TERM (1.5 SA)

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

D. Effective as of the Suites 210/225 Commencement Date, Clause 9 (RENT) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“9. RENT (1.8 N)

County agrees to pay to Lessor as rent for the Premises the monthly Rent, 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 any portion of either (i) Suite 210 and/or Suite 225 for any partial month prior to the Suites 210/225 Commencement Date, or (ii) Suite 100 for any partial month prior to the Expansion Space Commencement Date, Lessor is entitled to pro rata rent for the period of occupancy at the initial rental rate applicable to such space hereunder. Said pro rata payments shall be included in the written claim for Rent payment submitted by Lessor to County. County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional charges payable pursuant to the Lease.”

E. Effective as of the Suites 210/225 Commencement Date, Clause 10 (RENT ADJUSTMENT) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“10. RENT ADJUSTMENT (1.9 SA)

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

Months of the Term	Suite	Monthly Rent	Monthly Rent Per Square Foot
1 – 12	130, 140	\$23,994.75	\$3.25

Attachment A

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

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

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

F. Clause 12 (RIGHT OF FIRST OFFER) is hereby deleted from the Lease in its entirety and the following clause is substituted:

Attachment A

“12. EXPANSION SPACE (2.1 N)

Expansion Space: County shall expand the Premises by approximately three thousand nine hundred and nine (3,909) RSF into Suite 100 (“**Expansion Space**”). The Expansion Space shall commence upon the first day of the first full calendar month following Substantial Completion of the Work in the Expansion Space (the “**Expansion Space Commencement Date**” or “**ESD**”), estimated to occur approximately six (6) months after April 1, 2025 (the “**Expansion Space Scheduled Delivery Date**”), subject to the terms and Work defined and described in Clause 13 (CONSTRUCTION) and Revised Exhibit I.

The Expansion Space shall be subject to the same terms and conditions of this Lease including, without limitation, a coterminous Lease Term, updated Rent for the Expansion Space at the then current rate as for the remaining portion of the Premises (including free rent), with accompanying Rent adjustments as set forth in Clause 10 (RENT ADJUSTMENT) of this Lease, payment of Rent during any period of occupancy occurring prior to the Expansion Space Commencement Date as set forth in Clause 9 (RENT) and an Improvement Allowance and Moving Allowance as set forth in Clause 13 (CONSTRUCTION).

Within sixty (60) days after the Expansion Space Commencement Date, County shall prepare, and the Lessor and the Chief Real Estate Officer shall approve and execute (or make any revisions the Parties deem necessary for such amendment to be factually correct), an amendment to the Lease which confirms such expansion of the Premises and the other provisions applicable thereto (the “**Expansion Space Amendment**”), including but not limited to updating the Rent and Rent Adjustment clauses; provided, however, execution of the Expansion Space Amendment shall not be necessary to establish the Expansion Space Commencement Date.”

G. Clause 13 (CONSTRUCTION) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“13. CONSTRUCTION (2.2 SA)

A. Allowances. In addition to performing the Work, as defined below in Subclause B, Lessor hereby agrees to provide County with a moving allowance (“**Moving Allowance**”) of ten dollars (\$10.00) per RSF (i.e., one hundred and forty-one thousand four hundred and eighty dollars (\$141,480.00) in total based on 14,148 RSF in Suites 100, 210 and 225), based on the Work associated with the expanded Premises in Suites 210 and 225, as well as the Expansion Space in Suite 100, to be used at County’s sole discretion towards County’s out-of-pocket costs of furniture, fixtures, and equipment (“**FF&E**”), relocation costs, and cabling and telecommunications costs.

County shall have the right, on or before that date which is twelve months following the Final Completion Date, to elect to have Lessor grant County an additional allowance up to an amount not to exceed twenty dollars (\$20.00) per RSF located in Suites 100, 210 and 225 (i.e., up to \$282,960.00, based upon 14,148 RSF) (the “**Additional Allowance**”) to be used at County’s sole discretion towards County’s out-of-pocket costs of FF&E, relocation costs, and cabling and telecommunications costs and/or the County Overage defined in Clause 13(B) below. Such Additional Allowance shall be amortized over the last 120 months of the Term on a straight-line

Attachment A

basis and with interest at eight percent (8%) per annum and paid by County to Lessor as additional monthly Rent not subject to abatement for any reason.

B. Completion Schedule. Lessor hereby agrees to use its commercially reasonable efforts to complete, at Lessor's expense, the alterations, repairs, and other work (the "**Work**") in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C and Revised Exhibit D and based upon a budget of One Million Eight Hundred Ninety-Nine Thousand Two-Hundred Twenty Seven Dollars and Zero Cents (\$1,899,227.00) ("**Lessor Contribution**"); provided, however, County acknowledges that if the Work costs in excess of the Lessor Contribution, then the County shall reimburse Lessor for said overage ("**County Overage**") within sixty (60) days of receipt of Lessor invoice for said County Overage. Additionally, County shall have sole discretion to reimburse Lessor for said County Overage either in a lump sum payment or as payment from the Additional Allowance. Lessor agrees to use its commercially reasonable efforts to have the Work in Suites 130, 140, 210 and 225 substantially completed, within nine (9) months of the later of the date upon which the construction documents are submitted to the City of Orange for approval or the date this Amendment is mutually executed (the "**Suites 210/225 Scheduled Delivery Date**") and the Work in the Expansion Space (i.e., Suite 100) substantially completed within six (6) months of April 1, 2025 (i.e., the Expansion Space Scheduled Delivery Date). Notwithstanding the foregoing, if Lessor does not commence construction of any portion of the Work within ninety (90) days of Lessor's receipt of the necessary permit(s) for the Work from the City of Orange, the County shall have the right to terminate this Second Amendment with fifteen (15) days prior written notice to Lessor; provided, however, if Lessor commences construction of any portion of the Work on or before the expiration of such fifteen (15) day period, the County's previous election to terminate shall be void and of no further force or effect.

For purposes of establishing the Suites 210/225 Commencement Date, "**Substantial Completion**" or "**Substantially Completed**" means that the Work shall have been completed in accordance with the provisions of this Lease, Revised Exhibit C and Revised Exhibit D, and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any "punch list" items, if any. Upon Substantial Completion, Lessor shall send County a "**Work Acceptance Letter**," attached hereto as Revised Exhibit J. County shall approve and accept (which approval and acceptance shall not be unreasonably withheld, conditioned or delayed) the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is reasonably satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's reasonable discretion. The "**Final Completion Date**" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Completion Date has occurred will be made in County's reasonable discretion. Within sixty (60) days after the Suites 210/225 Commencement Date, the County shall prepare, and the Lessor and the Chief Real Estate Officer shall approve and execute (or make any revisions the Parties deem necessary for such amendment to be factually correct), an amendment to the Lease which confirms such expansion of the Premises and the other provisions applicable thereto (the "**Suites 210/225 Amendment**"), including but not limited to updating the Rent and Rent Adjustment clauses; provided, however, execution of the Suites 210/225 Amendment shall not be necessary to establish the Suites 210/225 Commencement Date.

Attachment A

C. **County Remedies.** If the Final Completion Date (as defined in Clause 13(B)) fails to occur on or prior to the Scheduled Delivery Date (i.e., the Suites 210/225 Scheduled Delivery Date or the Expansion Space Scheduled Delivery Date, as applicable), other than as a result of an event of Force Majeure (as defined in Clause 56 (FORCE MAJEURE) of the Lease), or a delay caused by the action or inaction of County, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100.00) per day for the period from the Scheduled Delivery Date through the day prior to the Final Completion Date as liquidated damages and 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. In performing the Work, Lessor shall use its commercially reasonable efforts not to materially disrupt County's operations in the Premises for its intended purposes; provided, County agrees that no interruptions or inconveniences to County as a result of the Work shall constitute an eviction of County from the Premises, whether constructive or otherwise.

D. **Approvals.** All planning and architectural/design costs required to accomplish the Work shall be Lessor's responsibility and shall be approved by HCA/Facilities Services Manager. 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 HCA/Facilities Services Manager 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.

E. **Punch List.** Upon Substantial Completion (as defined above) of the Work, Lessor shall request the HCA/Facilities Services Manager approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the HCA/Facilities Services Manager (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 Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's reasonable discretion.

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall use its commercially reasonable efforts to complete all punch list items within thirty (30) days following receipt of the Work Acceptance Letter as to the applicable suite comprising the Premises. 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 one hundred dollars (\$100.00) per day for the period commencing as of the expiration of such 30-day period and continuing until the earlier to occur of thirty (30) days thereafter and the Final Completion Date (the "**First Penalty Period**") in the form of a rent credit against County's obligation to pay monthly Rent, and if the punch-list items are still not substantially completed as of thirty (30) days after the expiration of the First Penalty Period (other than as a result of action or inaction 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 commencing as of the day following the expiration of the First Penalty Period and continuing until the Final Completion Date in the form of a rent credit against County's obligation to pay monthly Rent.

Attachment A

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 Work (the "**Project Manager**"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is 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 Clause 13(D) above.

G. **County Alterations to Work.** Intentionally Deleted.

H. **Performance of Work.** Lessor agrees that any improvement being constructed by, or under the direction of, Lessor, pursuant to the terms of the Lease, 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 Contracts 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.

I. **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."

H. Clause 61 (ATTACHMENTS) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"61. ATTACHMENTS (6.8 S)

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

I. EXHIBITS

Revised Exhibit A – Description of the Premises

Revised Exhibit B – Depiction of the Premises

Revised Exhibit C – Space Plan

Revised Exhibit D – The Work Letter

Exhibit E – Depiction of Demountable Walls

Exhibit F – Janitorial Specifications

Exhibit G – Form of Estoppel Certificate

Revised Exhibit G-1 – Form of Subordination, Attornment and Non-Disturbance Agreement

Exhibit H – Depiction of County Signage Location

Attachment A

Exhibit H-1 – Lessor Sign Program
Revised Exhibit I – Expansion Space
Revised Exhibit J – Work Acceptance Letter”

I. Clause 63 is hereby added to this Lease in its entirety:

“63. AMENDMENT CONFLICT AND CONDITIONS (N)

The Parties agree that the Lease, First Amendment and Second Amendment are collectively referred to herein as the “**Lease.**” Wherever a conflict in the terms or conditions of this Second Amendment and/or First Amendment and/or Lease exists, the terms or conditions in this Second Amendment shall prevail. In all other respects, the terms and conditions of the First Amendment and/or Lease not specifically changed by this Second Amendment, shall remain in full force and effect.”

J. Clause 64 is hereby added to this Lease in its entirety:

“64. COUNTERPARTS (N)

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

[NO FURTHER TEXT;
CONTINUED ON FOLLOWING PAGE]

Attachment A

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

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

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

RECOMMENDED FOR APPROVAL:

HEALTH CARE AGENCY

By: _____
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: DocuSigned by:
Paul R Bennett
714833F07BF8444...
Name: Paul Bennett

Title: Senior Managing Director

COUNTY

COUNTY OF ORANGE

Chairman of the Board of Supervisors
Orange County, California

Attachment A

REVISED EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/HCA-018-004

DATE: December 7, 2023

PROJECT: 750 The City Drive, Orange

VERIFIED BY: Scott Burns

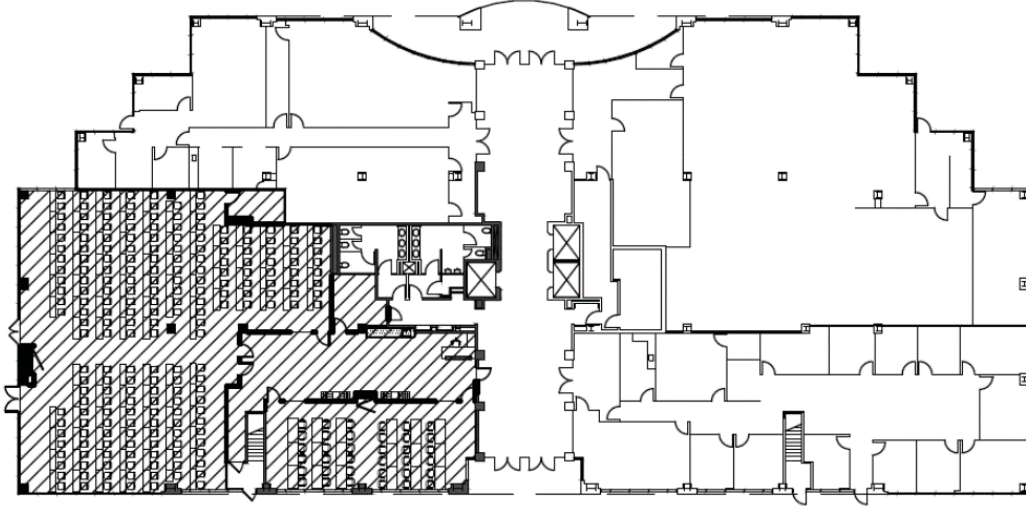
All the Premises shown on a plot plan marked Revised Exhibit B, attached hereto and made a part hereof, being approximately 21,531 RSF of office space located on the first (1st) and second (2nd) floor of that certain building located at 750 The City Drive, in the City of Orange, County of Orange, State of California, 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 and the free use of certain parking spaces in the parking lot.

NOT TO BE RECORDED

Attachment A

REVISED EXHIBIT B

Depiction of the Premises



Attachment A

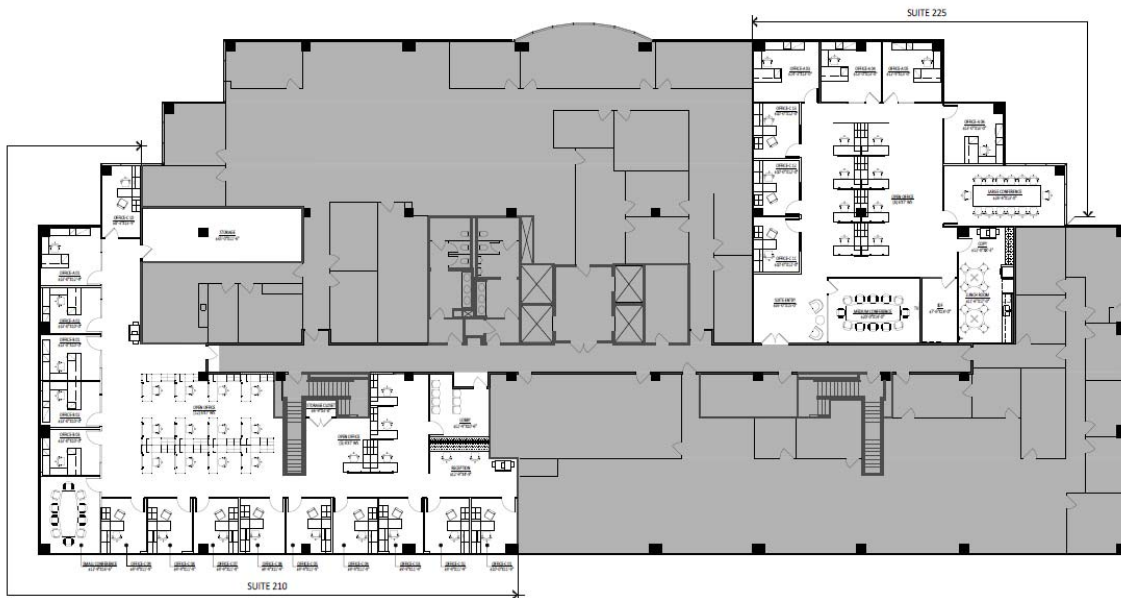
REVISED EXHIBIT C

Space Plan

Suites 130/140



Suites 210 and 225



1 SPACE PLAN
SCALE: 1/8"=1'-0"

Attachment A

REVISED EXHIBIT D

The Work Letter

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 13 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of “this Lease” or “the Lease” shall mean the relevant portion of Clauses 1 through 64 of the Lease to which this Work Letter is attached as Revised Exhibit D and of which this Work Letter forms a part, and all references in this Work Letter to Sections of “this Work Letter” shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES WORK

Space Plan. Lessor and its architect shall prepare the final space plan for construction of the Premises Work (collectively, the “**Final Space Plan**”), and shall deliver the Final Space Plan to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall have five (5) business days to review and approve such Final Space Plan. If County does not approve the Final Space Plan in accordance with this Section, County shall provide reasons for said disapproval and allow Lessor ten (10) business days to provide the revised Final Space Plan taking into account County’s reasons for disapproval. Failure of County to reasonably disapprove any draft of the Final Space Plan within said five (5) business day period shall be deemed to constitute County’s approval thereof. This process shall be repeated until the Final Space Plan has been approved; it being agreed that County’s right to raise objections (following County’s initial objections to Lessor’s first submission of the Final Space Plan) shall be limited to (a) the revisions made to the previous submission of the Final Space Plan in order to address County’s prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Space Plan previously submitted to County.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Premises Work and to obtain all applicable permits (collectively, the “**Final Working Drawings**”) and shall submit the same to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County’s receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan unless (a) County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below, and (b) County agrees that any such delays caused by such change(s) shall be deemed a delay caused by the County for all purposes of this Work Letter and the Lease, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County’s disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County’s approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County’s right to raise objections (following County’s

Attachment A

initial objections to Lessor's first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County's prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the "**Approved Working Drawings.**" County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 3, below, to commence and fully complete the construction of the Work (the "**Permits**"). County shall cooperate with Lessor in promptly executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Premises Work.

SECTION 2. - TIME DEADLINES

County shall use its good faith efforts and due diligence to cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and with Contractor (as defined below in Section 3) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same.

SECTION 3. - CONTRACTOR'S WARRANTIES AND GUARANTIES

Lessor shall assign to County (on a non-exclusive basis) all warranties and guaranties by the Contractor who constructs the Premises Work (the "**Contractor**") relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Work. Lessor shall independently retain Contractor, on behalf of County, to construct the Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 4. - COUNTY'S COVENANTS

County hereby indemnifies, defends and holds harmless Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Work.

SECTION 5. - MISCELLANEOUS

5.1 Freight Elevators. Lessor shall make the freight elevator (if applicable) reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

5.2 County's Representative. County has designated HCA/Facilities Services Manager as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.

Attachment A

5.3 Lessor's Representative. Lessor has designated Jeannie Edwards, Senior Project Manager, Telephone: 818-265-7511 as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

5.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

5.5 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the Premises Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Premises Work, and in connection therewith, shall respond to Lessor's requests for information and/or approvals, except as specifically set forth herein to the contrary, within seven (7) business days following request by Lessor.

5.6 Punch List. Upon Substantial Completion of the Work, Lessor and County shall comply with the terms and conditions of Clause 13E (CONSTRUCTION) of the Lease with respect to preparation of a punch list and completion of such punch list items.

Attachment A

Revised Exhibit G-1

Form of Subordination, Attornment and Non-Disturbance Agreement

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2017, by and between the County of Orange (“County”) and _____ (“Lender”).

A. By lease dated _____, (“Lease”), _____ (“Lessor”) leased to County and County leased from Lessor those certain Premises described as _____, Santa Ana, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust (“Note”) which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender’s succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By: _____ Date: __

Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order
3/10/1998
of the Board of Supervisors

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Attachment A

APPROVAL AS TO
FORM

County Counsel

By: _____

Date: _____

Deputy

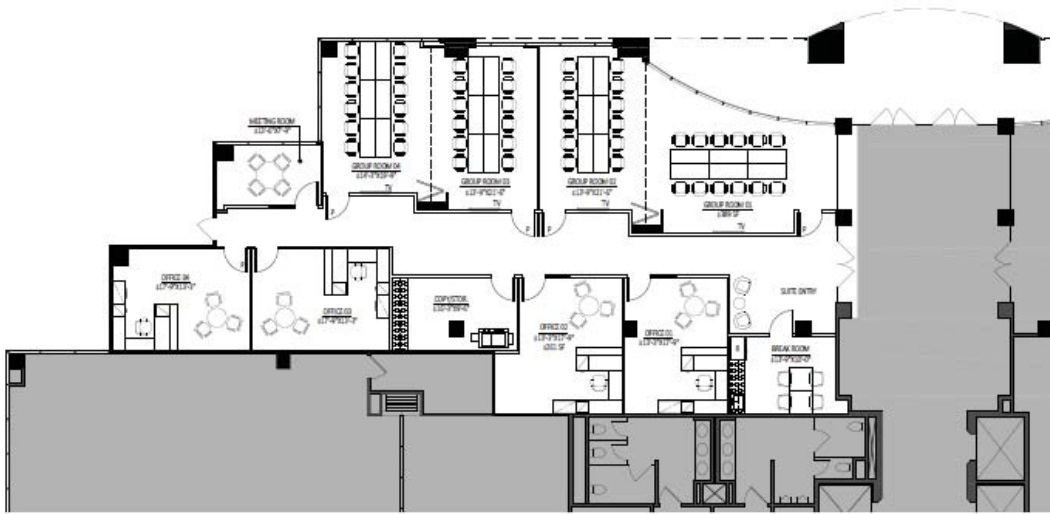
Title: _____

Attachment A

REVISED EXHIBIT I

Expansion Space

Suite 100



Attachment A

REVISED EXHIBIT J

Work Acceptance Letter

RE: Premises Located at 750 The City Drive, Orange, California 92868.

Lessor and County, without limiting any of County’s rights and remedies expressly set forth in Exhibit C and this Lease or Lessor’s obligations thereunder regarding completion of Lessor’s Work in accordance with Clause 13 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):</p> <p>The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in <u>Exhibit C</u> and Clause 13 (CONSTRUCTION) of the Lease.</p>
<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE <u>WITH PUNCH LIST ITEMS OUTSTANDING</u>, COUNTY ACCEPTS POSSESSION OF THE PREMISES:</p> <p>The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).</p> <p>Lessor has thirty (30) days following receipt of this Work Acceptance Letter to complete all punch list items.</p> <p>Punch List Items Remaining of The Work: (Attach additional pages if necessary)</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>

Attachment A

	<hr/> <hr/> <hr/> <hr/> Anticipated Punch List Completion Date: _____
<input type="checkbox"/>	<p>LESSOR WORK IS <u>NOT</u> COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:</p> <p>Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 13 (CONSTRUCTION) and <u>Exhibit C</u>.</p>

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

<p>Lessor:</p> <hr/> Print Name: _____ Title: _____ Date: _____	<p>County/ HCA Facilities Service Manager:</p> <hr/> Print Name: _____ Title: _____ Date: _____
---	---