

Attachment A



GA 1254-238
County of Orange
600 W. Santa Ana Blvd., Suite 510
Santa Ana, CA 92701

THIRD AMENDMENT TO LEASE

THIS IS A THIRD AMENDMENT TO LEASE (hereinafter referred to as “**Third Amendment**”) made _____, 2026, (“**Effective Date**”), by and between CIVIC CENTER, LLC (hereinafter referred to as “**Lessor**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”). 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 October 23, 2007 (“**Lease**”), Lessor leases to County approximately 7,015 rentable square feet (“**RSF**”) of office space located at 600 W. Santa Ana Blvd., Suite 510, Santa Ana, California (“**Premises**”).
- II. On August 5, 2008, the Parties agreed to amend the Lease to include an additional 1,865 RSF of space to the Premises and update relevant clauses (“**First Amendment**”).
- III. On March 3, 2015, the Parties agreed to amend the Lease to extend the term, adjust the rent and update relevant clauses (“**Second Amendment**”).
- IV. The County exercised its first option to extend the term for a five-year period, on December 13, 2024, commencing April 1, 2025, through March 31, 2030, on the same terms and conditions of the Lease.
- V. Now, the Parties agree to amend the Lease to memorialize the option to extend exercised and update relevant clauses as set forth below.

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

A. Clause 4 [TERM (2.2 S)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“4. TERM (2.2 N)

The term of this Lease commenced on October 23, 2007, and will expire on March 31, 2030, unless extended pursuant to Section 5.”

B. Clause 5 [OPTION TO TERMINATE (2.3N)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“5. OPTION TO EXTEND TERM (2.3 N)

County shall have the option to extend the term this lease for two (2) five (5) year period(s) on the same terms and conditions with annual 3% rental increases. Notification of said exercise of option(s) shall be done in writing at least sixty (60) days prior to the lease expiration date.”

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C. Clause 7 [RENT (3.1N)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“7. RENT (3.1 S)

County agrees to pay to Lessor as rent for the Premises the sum of Fifteen Thousand Six Hundred Forty-Nine dollars and 82/100 (\$15,649.82) per month commencing on the first day of the month following the Effective Date (“**Rent Commencement Date**”) and adjusted annually at the rate of three percent (3%) pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payments of any amounts hereunder Lessor (or Lessor’s designee) shall submit to County’s Manager/Facilities Operations, in a form acceptable to said County’s Manager, HCA/Facilities Operations, a written claim for said rent payments.

Payment 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 County’s Manager/Facilities Operations.

County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional charges under the Clause 32 (COUNTY-REQUESED ALTERATIONS) of this Lease.”

D. Clause 8 [RENT ADJUSTMENT (3.3 S)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“8. RENT ADJUSTMENT (3.3 S)

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

<u>Period</u>	<u>Monthly Rent</u>
Effective Date to March 31, 2026	\$ 15,649.82
April 1, 2026, to March 31, 2027	\$ 16,119.31
April 1, 2027, to March 31, 2028	\$ 16,602.89
April 1, 2028, to March 31, 2029	\$ 17,100.98
April 1, 2029, to March 31, 2030	\$ 17,614.01”

E. Clause 10 [PAINTING BY LESSOR (4.2 S)] is hereby deleted from the Lease in its entirety.

F. Clause 11 [CARPETING BY LESSOR (4.3 S)] is hereby deleted from the Lease in its entirety.

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G. Clause 29 [NOTICES (8.1 S)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“29. NOTICES (6.7 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 received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

<p>To: Lessor</p> <p>Civic Center, LLC c/o Sunny Hills Palladium 600 W. Santa Ana Boulevard, Suite 800 Santa Ana, CA 92701 Attn: Property Manager</p>	<p>To: County</p> <p>County of Orange CEO Real Estate 400 W. Civic Center Drive, 5th Floor Santa Ana, CA 92701 Attention: Chief Real Estate Officer</p>
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In regard to insurance, Lessor shall ensure that any and all insurance related mail includes the Lease number and project name, and Lessor shall mail all insurance certificates and insurance related correspondence to: insurance.ceore@ocgov.com.”

H. Clause 32 [COUNTY REQUESTED ALTERATIONS (N)] is hereby deleted from the Lease in its entirety and the following clause is substituted:

“32. COUNTY-REQUESTED ALTERATIONS (2.6 SA)

County through the County Manager/Facilities Operations, may, during the Term of the Lease, request Lessor to make improvements, changes and Additional Services to the Premises, provided that, to the extent any such improvement or change is a Material Alteration, Lessor shall have the right to approve any such improvement or change in its reasonable discretion (collectively “**County-Requested Alterations**”) and Lessor shall not unreasonably withhold, condition or delay its consent to any such request. “**Additional Services**” are defined as any services and/or supplies requested by County to be provided by Lessor that are in addition to and outside the scope of the Services completed by Lessor as such are defined in Clause 14 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), and which Lessor reasonably agrees to provide. If the County Requested Alterations affects the Structural Components and/or Building Systems, then Lessor’s prior written consent is needed prior to the commencement of said County Requested Alterations. All plans and working drawings for such County-Requested Alterations, as well as the final work, shall be subject to the written approval of Lessor and the County Manager/Facilities Operations before commencement of such alterations.

All such County-Requested Alterations shall be made by Lessor, at Lessor’s sole cost, and reimbursed in lump sum as Additional Rent by County upon receipt by County of Lessor’s 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. 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

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same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any improvement being constructed by, or under the direction of Lessor, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including by not limited to, the requirement of California Public Contract Code Section 22000 et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 25 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for improvements, 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.”

I. Clause 33 is hereby added to the Lease in its entirety:

“33. ASSIGNMENT AND SUBLETTING (3.4 SA)

County may assign this Lease or sublet the Premises in whole or in part without Lessor’s consent. 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.”

J. Clause 34 is hereby added to the Lease in its entirety:

“34. COUNTERPARTS (6.8 S)

This Lease 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.”

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

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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

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

LESSOR

CIVIC CENTER, LLC, a California limited liability company

DocuSigned by:
[Signature]
By: 5F5E92617B30499... 10/31/2025
Name, Title

By: Magi Martinez, Director
Name, Title

RECOMMENDED FOR APPROVAL

COUNTY EXECUTIVE OFFICE

DocuSigned by:
[Signature]
By: D174858124334FA...
Real Estate Manager

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

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

COUNTY
COUNTY OF ORANGE

Attest:

Chair of the Board of Supervisors
Orange County, California

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