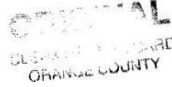


Attachment E

9/4/2015

GA 1213-95-5
SSA/Western Regional Center
12912 Brookhurst, Garden Grove

LEASE



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THIS IS A LEASE ("Lease"), made ~~February 5~~ February 5, 2008, by and between DOLPHNTNSHJRE, L.P., a California limited partnership, hereinafter referred to as "LESSOR," and COUNTY OF ORANGE, hereinafter referred to as "COUNTY," without regard to number and gender.

RECITALS

I. Pursuant to a lease dated February 5, 2008 ("Lease"), which commenced on April 1, 2008 for a ten-year term, LESSOR leases to COUNTY approximately 61,002 rentable square feet ("RSF") in the building located at 12902 and 12912 Brookhurst Street, in the City of Garden Grove, California ("Premises"), which space is more particularly described on Exhibit A and shown on Exhibit B of the Lease.

II. The Lease Term expires March 31, 2018 and the Parties are willing to amend the Lease to, among other things, reduce monthly rent and extend the Term.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, LESSOR and COUNTY do hereby agree to amend the Lease as follows:

A. Clause 4. PARKING (1.4 N) is hereby deleted from the Lease in its entirety and the following clause is substituted:

RECITALS

~~COUNTY and LESSOR have two existing leases both dated March 23, 2004; One lease is for the 2nd floor of the Premises and the other lease is for the 1st, 3rd and 4th floors of the Premises ("Prior Leases").~~

~~The COUNTY now desires to lease additional space from the LESSOR in the same building as the Prior Leases.~~

~~C. COUNTY and LESSOR hereby combine both Prior Leases into one new Lease, and said new~~

~~Lease shall add 8,513 square feet of office space. This Lease shall terminate and superseded the Prior Leases, which shall be of no force and effect as of the effective date of this Lease.~~

~~The leasing of the Premises by the COUNTY shall be governed by the terms of this lease.~~

Attachment E

14

15 NOW, THEREFORE, LESSOR and COUNTY hereby agree that effective upon the date first
16 written above, said new Lease provides the following:

17

1. RECITALS INCORPORATED

18

The Recitals set forth above are incorporated herein by reference and are a part of the Lease.

19

2. DEFINITIONS (1.2 S)

20

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

22

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

24

"Director of RDMD/Internal Services/Asset Management and Real Estate" means the Director,
25 Resources and Development Management Department, Internal Services/Asset Management and Real
Estate, County of Orange, or designee or upon written notice to LESSOR, such other person or entity as
26 shall be designated by the Director of RDMD or County Executive Officer.

27

"Division Manager of RDMD/Internal Services/Asset Management and Real Estate" means the Division
28 Manager, Resources and Development Management Department, Internal Services/Asset Management
and Real Estate, County of Orange, or designee or upon written notice to LESSOR, such other person or
entity as shall be designated by the Director of RDMD or County Executive Officer.

12912 Brookhurs1Ma>ocr Lease
11-13-07

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1 "SSA" means Social Services Agency, County of Orange, or designee, or upon written notice to
2 LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

3 "Deputy Director" means the Chief Deputy Director, Social Services Agency, County of Orange, or
4 designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the
5 County Executive Officer or the Board of Supervisors.

6 "SSA/Facilities Services Manager" means the Manager, Social Services Agency/Facilities Services,
7 County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be
8 designated by the Director, Social Services Agency.

9 "Auditor-Controller" means the Auditor-Controller, County of Orange, or designee, or upon written
10 notice to LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

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

14 3. PREMISES (1.3 S)

15 LESSOR leases to COUNTY that certain property hereinafter referred to as "Premises," described
16 in "Exhibit A - Revised" and shown on "Exhibit B - Revised," which exhibits are attached hereto and by
17 reference made a part hereof, together with non-exclusive, in-common use of LESSOR's elevators,
18 stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other
19 facilities and common areas appurtenant to COUNTY's Premises created by this Lease.

20 4. PARKING (1.4 N)

The Parties acknowledge that the parking field for the Premises contains four hundred and thirty-four (434) parking stalls in total. Throughout the Term of the Lease and including any Extension Term pursuant to Clause 40 (OPTION TO EXTEND TERM), COUNTY shall have the right to park, without additional charge, in any of the four hundred and thirty four (434) parking stalls so long as the stalls are: (i) not marked reserved for non-County tenancy, (ii) in no event will LESSOR provide less than three hundred and twenty-seven (327) unreserved spots available for use by COUNTY, other tenants of the building, and their visitors and invitees, and (iii) LESSOR shall provide up to two hundred and fifty-nine (259) unreserved spots for COUNTY's exclusive use on the Premises as shown on Exhibit B. 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" (the building commonly known as 12902 and 12912 Brookhurst Street, Garden Grove, CA, constituting a portion of the Premises) and provided to COUNTY in writing.

In addition to said parking spaces, 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

Attachment E

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.

21 LESSOR may create additional stalls in the parking field by re-striping or other changes in the parking layout
22 during the Term and any extensions thereof and COUNTY shall have non-exclusive right to its pro rata share
of any new stalls created by LESSOR. As of the date of the Lease, COUNTY's pro rata share is 58% (61,002
rsf/105,000 rsf)."

~~18 LESSOR shall, throughout the term of this Lease, provide three hundred twenty seven (327) parking~~
~~spaces for COUNTY's free and non-exclusive use. Said parking spaces to be located in the parking areas~~
~~19 shown on Exhibit B Revised.~~

~~20 LESSOR shall provide parking for disabled persons in accordance with the Americans with Disabilities~~
~~21 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~~
~~22 located where the provisions of such local codes and/or ordinances exceed or supersede the State~~
~~requirements.~~

23

24 5. TERMINATION OF PRIOR AGREEMENTS (1.5 N)

25 It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the
26 parties hereto covering all or any portion of the Premises, including the Prior Leases, except that all
27 personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or
28 placed upon any portion of the Premises by COUNTY pursuant to the terms of any prior agreement
between the parties hereto shall remain the personal property of COUNTY, who shall have the right to
remove same.

Attachment E

LESSOR retains the right to require that COUNTY remove its personal property and equipment from the Premises upon expiration of the Lease term or earlier termination thereof. Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6. TERM (2.2A S)

The term of this Lease commenced on April 1, 2008 ("Commencement Date"), and will terminate on March 31, 2028 ("Expiration Date")."

C. Clause 7. OPTION TO TERMINATE LEASE (2.4A N) is hereby deleted from the Lease in its entirety.

D. Clause 8 RENT (3.2 N) is hereby deleted from the Lease in its entirety and the following clause is substituted:

The term of this Lease shall be ten (10) years, commencing the first day of the first full calendar month following the date of acceptance by the COUNTY of the space to be constructed ("The Work") referenced in clause 9 CONSTRUCTION ("Commencement Date").

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 TERMINATE LEASE (2.4A N)

COUNTY shall have the option to terminate this Lease at any time after July 31, 2009, upon giving LESSOR written notice at least one hundred and eighty (180) days prior to said termination date.

Should COUNTY exercise said option, LESSOR may, within thirty (30) days after the Lease termination date, make a claim for reimbursement of the unamortized cost of COUNTY required Tenant Improvements (T.I. costs) and commissions paid to County as a part of this Lease. The amounts of said reimbursement shall be determined as follows:

Previous 2nd Floor Lease:

Reimbursement T.I. Costs Commission
Amount = \$47,000 + \$15,000
120 months number of Months from previous lease
120 months term elapsed as of 7-1-04

PLUS;

Previous 1st, 3rd and 4th Floor Lease:

Reimbursement T.I. Costs Commission
Amount = \$42,000 + \$35,000
120 months number of Months
120 months PLUS, 120 months

Attachment E

~~This Lease with new additional 1st Floor Space:~~
~~Reimbursement T.I. Costs Commission~~
~~Amount = \$167,574 + \$20,000~~ ~~120 months~~ ~~number of Months of~~
~~lease term elapsed as~~
~~of execution of this Lease~~

~~If no claim is received by COUNTY within said 30 day period, LESSOR's right to reimbursement shall~~
~~be deemed waived. COUNTY shall have sixty (60) days after receipt of the claim by LESSOR to pay~~
~~said claim.~~

Attachment E

1
"8. RENT (1.8 SA)

~~COUNTY agrees to pay to LESSOR as rent for the Premises the sum of one hundred and twenty-five thousand fifty four and 10/100 dollars (\$125,054.10) per month commencing on April 1, 2018 ("Rent Commencement Date") and adjusted annually pursuant to the Rent Adjustment schedule in Clause 9 (RENT ADJUSTMENT) below. Rent shall be abated for four (4) months pursuant to the schedule below.~~

~~To obtain rent payments and payment of any amounts hereunder LESSOR (or LESSOR's designee) shall submit to COUNTY's SSA/Facilities Services Manager, in a form acceptable to said SSA/Facilities Services Manager, 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~~

~~Receipt of LESSOR's written claim by the SSA/Facilities Services Manager."8. RENT (3.2 N)~~

~~2 COUNTY agrees to pay to LESSOR as rent for the Premises the sum of ninety thousand six hundred sixty four dollars and five cents (\$90,664.05) per month.~~

~~3~~

~~The above rental amount includes an additional three thousand seven hundred twelve dollars and five cents (\$3,712.05) for payment of COUNTY required furniture and equipment in sixty (60) equal payments, which a portion of payments have been paid through a previous lease and the remaining payments shall be completed as of June 30, 2009. Said payments represent payment in full of the one hundred seventy eight thousand eight hundred twenty two dollars and zero cents (\$178,822.00) furniture and equipment cost, including interest and all other costs whatsoever.~~

~~7~~

~~To obtain rent payments LESSOR (or LESSOR's designee) shall submit to COUNTY's Social Services Agency/Real Estate, hereinafter referred to as SSA/Real Estate, in a form acceptable to said SSA/Real Estate, 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 COUNTY's SSA/Real Estate. 13~~

~~Upon completion and COUNTY's acceptance of 8,531 square feet of additional office space, rent shall then be one hundred ten thousand two hundred seventy seven dollars and six cents (\$110,277.06). Should COUNTY occupy the additional space before the first day of a full month, 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 full month. Said pro rata rent shall be included in the rent claim submitted by LESSOR for the first full month following COUNTY's acceptance of said additional space and shall be paid by COUNTY at the time of payment for said month.~~

Attachment E

14 ~~9. RENT ADJUSTMENT (1.9 SA)~~

15
16 The monthly rent payable by COUNTY for the Premises ("Rent") shall be automatically adjusted as follows:
17

<u>Period</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
<u>4/1/18-7/31/19</u>	<u>\$0</u>	<u>\$0</u>
<u>8/1/18-3/31/19</u>	<u>\$125,054</u>	<u>\$2.05</u>
<u>4/1/19-3/31/20</u>	<u>\$129,324</u>	<u>\$2.12</u>
<u>4/1/20-3/31/21</u>	<u>\$134,204</u>	<u>\$2.20</u>
<u>4/1/21-3/31/22</u>	<u>\$139,085</u>	<u>\$2.28</u>
<u>4/1/22-3/31/23</u>	<u>\$143,965</u>	<u>\$2.36</u>
<u>4/1/23-3/31/24</u>	<u>\$148,845</u>	<u>\$2.44</u>
<u>4/1/24-3/31/25</u>	<u>\$154,335</u>	<u>\$2.53</u>
<u>4/1/25-3/31/26</u>	<u>\$159,825</u>	<u>\$2.62</u>
<u>4/1/26-3/31/27</u>	<u>\$165,315</u>	<u>\$2.71</u>
<u>4/1/27-3/31/28</u>	<u>\$171,416</u>	<u>\$2.81</u>

18
19 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."

14 ~~9. RENT ADJUSTMENT (3.3 S)~~

15 ~~The monthly rental payable by COUNTY for the Premises shall be automatically adjusted as follows:-~~

	<u>Months</u>	<u>Monthly Payments</u>
<u>1*</u>	<u>2-5-08 to 2-28-08</u>	<u>\$90,664.05</u>
<u>1**</u>	<u>3-1-08 to 2-28-09</u>	<u>\$110,277.06</u>
<u>2</u>	<u>3-1-09 to 2-28-10</u>	<u>\$111,036.43</u>
<u>3</u>	<u>3-1-10 to 2-28-11</u>	<u>\$113,093.06</u>
<u>4</u>	<u>3-1-11 to 2-28-12</u>	<u>\$116,427.52</u>
<u>5</u>	<u>3-1-12 to 2-28-13</u>	<u>\$119,938.76</u>
<u>6</u>	<u>3-1-13 to 2-28-14</u>	<u>\$123,579.84</u>
<u>7</u>	<u>3-1-14 to 2-28-15</u>	<u>\$127,287.24</u>
<u>8</u>	<u>3-1-15 to 2-28-16</u>	<u>\$131,105.85</u>
<u>9</u>	<u>3-1-16 to 2-28-17</u>	<u>\$135,039.03</u>
<u>10</u>	<u>3-1-17 to 2-28-18</u>	<u>\$139,090.19</u>

Attachment E

Rent as of Execution of this new Lease (no proration
*for February 2008)
** Rent adjusts upon acceptance of additional 1st floor space (8,513 sf)

4 10. CONSTRUCTION (2.2 SAC)

A. **Completion Schedule:** LESSOR hereby agrees to use its best efforts to complete, on or prior to 1, 2018 (the "Completion Date"), the Premises Improvements ("Work") as defined in Revised Exhibit C which is attached hereto and by reference made a part hereof. The Work to the Premises must comply with current laws and building codes as required by applicable governmental entities including, without limitation, any work required to comply with ADA laws, seismic laws and health and safety laws. LESSOR agrees to schedule the Work so as to complete the Work as expeditiously and efficiently as possible. LESSOR represents and warrants to COUNTY that LESSOR has reviewed the scope of the Work described in Revised Exhibit C. LESSOR agrees that the Work which involves the interior of the Premises will be performed (A) with minimal disruption to COUNTY, (B) only during the hours of 7:00 p.m. to 6:00 a.m. Mondays through Fridays and on Saturdays during the hours of 6:00 p.m. to 7:00 a.m. (collectively, the "Construction Hours"), (C) without causing COUNTY to vacate any substantial portion of the Premises during the Construction Hours, (D) so as to maintain a safe place of employment at the Premises as provided in Clause 18 (BUILDING AND SAFETY REQUIREMENTS), below. In no event will any construction Work to the interior of the Premises occur during Normal Business Hours (as defined in Clause 14 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES) below), without COUNTY's prior written consent. Notwithstanding the foregoing, COUNTY acknowledges that there will be some disruption to the business operations of COUNTY by virtue of the performance of the Work, although LESSOR will use best efforts to minimize such disruption and shall coordinate with the COUNTY to minimize such disruption. Without limiting any available remedies to COUNTY, should LESSOR fail to complete the Work by not later than the Completion Date, other than a result of the actions (or inactions) of COUNTY or events of Force Majeure (as defined in Clause 35 below), COUNTY shall have the option, after the expiration of a fifteen (15) day notice to LESSOR detailing the Work that remains incomplete, to complete the Work itself and deduct the cost thereof, including labor, materials, contractor's overhead and an administrative charge (equal to ten percent (10%) of the cost of the Work completed by COUNTY) from any Rent payable hereunder. COUNTY shall not have this option so long as LESSOR during the time period of COUNTY's notice is engaged in the ongoing Work and diligently pursuing same to completion. Under no circumstances shall LESSOR's total cost contribution for the Work, whether performed by LESSOR or by COUNTY, exceed the Improvement Allowance defined below in Clause 10B.

B. **Improvement Allowance:** In order to complete the Work, LESSOR hereby agrees to provide COUNTY with a tenant improvement allowance ("Improvement Allowance") of fifteen dollars (\$15.00) per RSF or nine hundred and fifteen thousand thirty dollars (\$915,030) for mutually acceptable and approved improvements to the Premises. Up to six dollars (\$6.00) per RSF or three hundred sixty-six thousand twelve dollars (\$366,012) of the Improvement Allowance may, at COUNTY's option, be used for the purchase and installation of furniture systems, general purpose improvements, soft costs including cabling, move related costs and FF&E. "

5 10. CONSTRUCTION (4.1 N)

Attachment E

~~LESSOR hereby agrees to complete, at LESSOR's expense not to exceed one hundred sixty seven thousand five hundred seventy four dollars and zero cents (\$167,574.00), within one hundred twenty (120) calendar days after the date first written above (the date in which COUNTY approves and fully executes this Lease), alterations, repairs, and other work (the "Work") in accordance with Plans and Specifications dated 11-13-07, attached as Exhibit C.~~

~~Should LESSOR fail to complete the Work within one hundred twenty (120) calendar days after full and effective execution of the Lease by COUNTY, COUNTY shall reduce subsequent rent due LESSOR by five hundred ninety seven dollars and seventeen cents (\$597.17) for each day the completion date of the Work exceeds the above mentioned one hundred twenty (120) day period. Said amount shall be considered as liquidated damages to compensate COUNTY for costs incurred as a result of the delay. In addition to the amount stated above, COUNTY may, at COUNTY's sole option, upon giving written notice to LESSOR prior to the completion of the Work, terminate the space to have been constructed, but the remaining space shall not be affected in the Lease. In the event of such termination~~

~~for the space to be constructed, that COUNTY's obligation for that constructed space shall terminate on the date specified in such notice and neither party shall have any further right or obligation to the other with respect to that area to have been constructed.~~

~~All planning and architectural/design costs required to accomplish the Work shall be LESSOR's responsibility. All plans and working drawings for the Work shall have the approval of COUNTY.~~

~~However, COUNTY shall not unreasonably delay LESSOR from its timely completion of the Work. Approval by COUNTY of said plans and working drawings 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.~~

~~Should the cost of County requested, Lessor provided Tenant Improvements exceed the Lessor's cost of \$167,574.00, then COUNTY shall reimburse LESSOR the additional cost not to exceed \$184,529.00. Said additional cost shall be reimbursed by COUNTY to LESSOR along with COUNTY's first full month's rental payment following the acceptance of the newly constructed space.~~

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~~In the event COUNTY Requests any changes from The Work as shown in Exhibit C, LESSOR shall first submit a detailed invoice with LESSOR's signature and sufficiently detailed plans, drawings and scope of work; SSA/Facilities Services Manager shall then review said invoice and if the Facilities Services Manager approves, the Facilities Services Manager shall sign authorizing LESSOR to perform said requested change. Upon completion of said changes, COUNTY is to review and accept the requested changes; if COUNTY approves of said changes, LESSOR may then submit to SSA/Facilities Services the LESSOR's paid invoice for said requested changes; and COUNTY shall then reimburse LESSOR along with first full month's rent following acceptance of the space.~~

~~12912 Brookhurst Master Lease 11-13-07~~

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~~1 LESSOR also agrees to allow COUNTY staff and all COUNTY vendors and installers access to
the new additional space during the LESSOR's build-out period without charge to allow for install of all
2 modular panels and equipment, along with all other COUNTY required equipment for computers and
communications. Any damage or repairs required by LESSOR as a result of COUNTY's vendors
3 shall be reimbursed by Vendor directly or, if by COUNTY, said reimbursement shall be paid along
4 with first full months rent following acceptance of the newly constructed space.
5 Subsequent to the completion of the Work, and prior to occupancy by COUNTY, LESSOR shall
obtain COUNTY's reasonable approval and acceptance of the Work. Said approval shall be manifested
6 by letter from COUNTY's SSA/Facilities Services Manager, and may be subject to completion of
items on a "Punch List". Said Punch List shall be generated by COUNTY. COUNTY shall have the
7 option not to accept the Premises prior to completion of all items on any such Punch List.
8
In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a
9 Punch List, LESSOR shall have twenty one (21) working days following receipt of said Punch List to
complete all remaining work contained therein. Should the items on the Punch List not be completed
10 within twenty one (21) working days, COUNTY shall have the option to complete the Work and
deduct the cost thereof, including labor, materials, and overhead from any rent payable.~~

11. ALTERATIONS (4.4N)

COUNTY may make alterations and non-structural installations and changes in the Premises, including but not limited to the installation of Trade Fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate. It is agreed that any such Trade Fixtures, furnishings, partitions, counters, shelving, or equipment attached to or placed upon the Premises by COUNTY shall be considered as personal property of COUNTY, who shall have the right to remove same. COUNTY agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

COUNTY, without the prior written approval of LESSOR, shall not make any alterations or utility

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19 installations which are visible from the outside of the Premises, involve puncturing, relocating or
20 removing the roof, ceilings, floors or any existing walls, or effect the electrical, plumbing, HVAC,
and/or fire life safety systems of the LESSOR's Building.

21 LESSOR may require COUNTY to remove COUNTY alterations, whether approved by LESSOR or
22 not, at COUNTY's sole cost and expense upon expiration or earlier termination of this Lease.

23 12. COUNTY REQUESTED ALTERATIONS (N)

24 COUNTY may, during the term of the Lease, request LESSOR to make improvements and changes in
25 the Premises, including but not limited to the installation of fixtures, partitions, counters, shelving, and
26 equipment as deemed necessary. Lessor is under no obligation to honor County's request hereunder. It
27 is agreed that any such COUNTY-requested and LESSOR-installed fixtures, partitions, counters,
28 shelving, or equipment attached to or placed upon the Premises shall be considered as personal property
of COUNTY, who shall have the right to remove same. COUNTY agrees that the Premises shall be left
in as good condition as when received, reasonable wear and tear excepted.

All plans and working drawings for the improvements and changes, as well as the final work and cost

Attachment E

1 thereof, shall have the approval of LESSOR and COUNTY prior to the commencement of the
2 improvements. The cost of all such improvements shall be made by LESSOR at LESSOR's sole cost,
3 and reimbursed in lump sum as additional rent by COUNTY upon receipt by COUNTY from LESSOR
4 of a written claim for such reimbursement.

5 COUNTY shall have the right to audit said claim and require additional support documentation from
6 LESSOR prior to making reimbursement payment. COUNTY shall evidence acceptance of such claim
7 by written letter to LESSOR. Once LESSOR's claim has been accepted by COUNTY as complete and
8 adequate, additional rental amount shall be reimbursed by COUNTY to LESSOR at the same time as the
9 next scheduled monthly rental payment following the date of written acceptance of said claim.

10 LESSOR agrees that for costs in excess of \$5,000, California Public Contract Codes 22002C (definitions)
11 and 22032 (procedures) shall be followed.

~~13. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.5 N)~~

12 ~~LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication
13 devices in, on, or around the Premises in accordance with COUNTY's OCTNET plans and specifications
14 provided that the provisions of the clause entitled (ALTERATIONS) shall be applicable to such work. It
15 shall be COUNTY's responsibility to obtain all governmental permits and/or approvals required for such
16 installation; however, LESSOR shall reasonably cooperate with COUNTY as necessary or appropriate, to
17 obtain said permits and/or approvals.~~

~~14. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)~~

18 ~~LESSOR shall provide at its own cost and expense all repair, maintenance (including fire extinguishers),
19 and janitorial supplies and services to Premises (including but not limited to the repair and maintenance
20 of the HVAC system). Janitorial supplies and services shall be provided on a five day per week basis
21 in accordance with "Exhibit D" (JANITORIAL SPECIFICATIONS), attached hereto and made a part
22 hereof.~~

23 ~~If LESSOR fails to provide satisfactory repair, maintenance, and janitorial services to the Premises,
24 COUNTY's Social Services Agency may notify LESSOR in writing; and if LESSOR does not
25 instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions
26 within five (5) days after LESSOR has received such notice from COUNTY, COUNTY may
27 provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory
28 condition and assure satisfactory service or have others do so, and deduct the cost thereof, including
labor, materials, and overhead from any rent payable. The word "Satisfactory" is used
herein as meaning that level of quality that is typically used by professional office building managers of
office buildings similar in improvements and geographical location to the subject.~~

In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142, and

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~~as it may be subsequently amended, LESSOR shall inspect the HVAC system at least once every month or on a schedule agreed to in writing by LESSOR and COUNTY, and provide repair and maintenance accordingly. LESSOR's inspections and maintenance of the HVAC system shall be documented in writing. The LESSOR shall at a minimum maintain a record of: (a) the name of the individual(s) inspecting and/or maintaining the system, (b) the date of the inspection and/or maintenance, and (c) the specific findings and actions taken. The LESSOR shall ensure that such records are retained for at least~~

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~~five (5) years. The 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, 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.~~

~~If LESSOR fails to provide satisfactory janitorial supplies to Premises, COUNTY's Social Services Agency may notify LESSOR in writing, via e-mail or fax; and if LESSOR does not provide janitorial supplies within twenty four (24) hours after LESSOR has received such notice from COUNTY, COUNTY may provide the janitorial supplies necessary or have others do so, and deduct the cost thereof, including labor, materials, and overhead, from any rent payable.~~

~~If LESSOR or its representative is unable or refuses to make the emergency repairs or provide the necessary services, COUNTY may at its option have the necessary repairs made and/or provide services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any rent payable.~~

~~Upon COUNTY request, LESSOR shall provide COUNTY with a complete copy of the janitorial contract covering the Premises, including the janitorial schedule and any other exhibits.~~

~~H. Clause 13 in its entirety. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N) is hereby deleted from the Lease in and the following clause is substituted:~~

~~14. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 SA)~~

~~A. For Services. LESSOR shall provide, at its sole cost and expense (except as otherwise provided in this clause) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair 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, toilets, 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 Revised Exhibit D, which is attached to the Lease. Upon request, LESSOR shall provide COUNTY with a complete copy of the janitorial and any other contracts for Services of an ongoing nature. 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 14, regardless of the cause of said repair, maintenance, and/or replacement, unless said repair is due to Force Majeure (as defined in Clause 35 (FORCE MAJURE)) or COUNTY's gross negligence and/or willful misconduct. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 14(B) below.~~

~~B. County Remedies. If LESSOR fails to provide the Services within fifteen (15) days after SSA/Facilities Services Manager 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~~

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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 22 (DEFAULTS AND REMEDIES)). 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), 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.

C. Warranties. LESSOR shall initiate at purchase, and keep in force, all manufacturers' warranties including extended warranties for all building equipment. When manufacturers' warranties for the HVAC, roof and 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 immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. When commercially reasonable, 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 14(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.

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).

E. Normal Business Hours. COUNTY acknowledges that the HVAC services to the Building shall operate only from 6:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 7:00 a.m. to 12:00 p.m., excluding governmental holidays ("Normal Business Hours"). A list of government holidays shall be provided to LESSOR on a yearly basis upon request to COUNTY.

Should COUNTY require HVAC services at times other than during Normal Business Hours, COUNTY shall pay LESSOR a reimbursement equal to LESSOR's actual cost for operating the HVAC services, without profit, on a per floor basis 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.

Notwithstanding the utilities provided during Normal Business Hours, LESSOR shall provide HVAC services prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for HVAC services prior to the beginning of Normal Business Hours.

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F. Emergency Services. If COUNTY requires same day emergency repairs and/or services to remedy the emergency condition or to prevent imminent danger to persons or property, (“**Emergency Services**”) and LESSOR cannot be contacted for such Emergency Services, or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if LESSOR following such contact by COUNTY is unable or refuses to provide the necessary Emergency Services, 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 into a Complete Shutdown of its operations within the Premises and/or Building due to LESSOR’s failure to provide Services or Emergency Services required by this Clause 19 and said LESSOR failure is not a result of Force Majeure (as defined in Clause 35 (FORCE MAJURE)) or COUNTY’s gross negligence and/or willful misconduct and the Complete Shutdown is for a period of seventy-two (72) consecutive hours, excluding weekends and holidays, then LESSOR shall be responsible for the actual cost to COUNTY of such shutdown and for replacement premises as necessary due to such Complete Shutdown. “**Complete Shutdown**” is defined as COUNTY’s uses of the Premises, defined in Clause 39 (USE), has become impracticable due to unworkable state of the Premises.”

15. ~~INSURANCE (5.3N)~~

~~**Property/Fire Insurance:** LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of property and fire insurance with extended coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of 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, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (“all risk” as such term is used in the insurance industry, except earthquake and flood).~~

~~Included in the policy or policies of property and fire insurance shall be a standard waiver of the right of subrogation against COUNTY by the insurance company issuing said policy or policies. LESSOR shall provide COUNTY with evidence of compliance with these requirements.~~

~~LESSOR’s insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or companies) acceptable to COUNTY and licensed to do business in the state of California, (b) shall provide that such policies shall not be subject to material alteration or cancellation without at least thirty (30) days prior written notice to COUNTY, and (c) shall be primary, and any insurance maintained by COUNTY shall be excess and non-contributing. LESSOR’s policy or policies, or duly executed certificates for them, shall be deposited with COUNTY prior to the Commencement Date of this Lease, and prior to renewal of such policies. 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 COUNTY administrative charges from the rent thereafter payable.~~

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Liability Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of public liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to COUNTY, and shall provide for a combined coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and in a form acceptable to COUNTY. Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to COUNTY suitable evidence that the foregoing policy or policies are in effect.

"The County of Orange has elected to be insured for its general liability exposures through a self-insurance program. The County Executive Office/Office of Risk Management administers the general liability program. Under this form of insurance, the County and its employees are insured for any tort liability that may develop through carrying out official activities, including County operations on non-County owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should call 714 834 2721 and request a claim form."

INSURANCE (5.3 N) is hereby deleted from the Lease in its entirety and the following clause is

I. Clause
substituted

"15. INSURANCE (3.2 SA)

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 full insurable value of the improvements located on the Premises (including the full value of 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.

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 building and the Premises. The policy or policies evidencing such insurance shall provide the following:

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as an additional insured, or provide blanket coverage which will state, **AS REQUIRED BY WRITTEN AGREEMENT;**
- B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor's insurance is primary and any insurance or self-insurance maintained by the County

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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, upon which the County may suspend or terminate this 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 VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings. Prior to the Commencement Date of this 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 COUNTY administrative charges from the rent thereafter payable."

16. INDEMNIFICATION (5.5 S)

COUNTY shall defend, indemnify and save harmless LESSOR, its officers, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which LESSOR, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the sole negligence of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the Premises by COUNTY.

Likewise LESSOR shall defend, indemnify and save harmless COUNTY, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature which COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the sole negligence of LESSOR, its officers, agents, employees, invitees, or licensees, in connection with the ownership, maintenance, or use of the Premises.

"16. INDEMNIFICATION (5.5 N)

COUNTY shall defend, indemnify and save harmless LESSOR, its officers, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which LESSOR, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence of COUNTY, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the Premises by COUNTY.

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22 Likewise, LESSOR shall defend, indemnify and save harmless COUNTY its officers, agents, and employees, from and against any and all claims, demands, losses, or liabilities of any kind or nature which COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the negligence of LESSOR, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the occupancy and use of the Premises."

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17. TAXES AND ASSESSMENTS (5.6 S)

21 All taxes and assessments which become due and payable upon the Premises shall be the full responsibility
22 of LESSOR, and LESSOR shall cause said taxes and assessments to be paid prior to the due date. Should
23 LESSOR fail to pay taxes and assessments due upon the Premises, COUNTY may pay such amount due
24 and deduct the cost thereof, including overhead, from the rent thereafter payable.

24

18. BUILDING AND SAFETY REQUIREMENTS (5.7 N)

25

26 To the best of its knowledge, LESSOR warrants that the improvements comprising the Premises and
27 the common areas which were made by LESSOR or caused to be made by LESSOR do comply with
28 all building codes that were in effect at the time that each improvement, or portion thereof, was
constructed, and also comply with all applicable laws, covenants or restrictions of record, regulations,
and ordinances (hereinafter "Applicable Laws") in effect at the time and upon the date in which County
approves and fully executes this Lease.

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3 During the full term of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises
4 in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they
5 are applicable on the date of this Lease and as they may be subsequently amended, provided said
6 compliance is required of LESSOR by applicable and authoritative governing agencies. Included in
7 this provision is compliance with the Americans with Disabilities Act (ADA) and all other federal,
8 state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates
9 of this Lease and as they may be subsequently amended. Provided, however, that if after the
10 commencement date of this Lease, ADA conformance is required of the Premises, building or property
11 by any city, governmental agency or other governing body as the result of COUNTY's use and or
12 occupancy of the Premises, or as a result of COUNTY's further modifications or alterations to the
13 Premises, COUNTY shall be responsible for the cost of said ADA conformance.

14 LESSOR further agrees to maintain the Premises as a "safe place of employment," as required in the
15 California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3,
16 beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions
17 of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable
18 on the date of this Lease, and as they may be subsequently amended.

19 In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, COUNTY may:

- 20 A. Terminate this Lease; or
- 21 B. At COUNTY's sole option and upon thirty (30) day advance written notice to LESSOR, cure any
22 such default by performance of any act, including payment of money, and subtract the cost thereof
23 plus reasonable administrative costs from the rent.

24 19. TOXIC MATERIALS (5.9 S)

25 COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating
26 to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter,
27 including, but not limited to, those materials identified in Title 26 of the California Code of

28 Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall defend, 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 hydrocarbon substances and

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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"). LESSOR shall be responsible for and shall defend, indemnify and hold COUNTY, 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 previous, current and future storage, use and disposal of

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Toxic Materials on the Premises (or building if the Premises comprises only a portion of said building) by LESSOR. 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, LESSOR shall promptly take any and all action necessary to clean up such contamination.

~~20. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 N)~~

~~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 titleholder, or its successors in interest, to the interest of LESSOR under this Lease.~~

~~Notwithstanding the above, this Lease is contingent upon LESSOR obtaining a Subordination, Attornment and Non Disturbance Agreement from any lender with a security interest in the Premises, within ninety (90) days of LESSOR's execution of this Lease. LESSOR shall require all future lenders on the Premises, upon initiation of their interest in the Premises, to enter into a Subordination, Attornment and Non Disturbance Agreement with COUNTY, thereby insuring COUNTY of its leasehold interests in the Premises. Said Subordination, Attornment and Non Disturbance Agreement shall be in the form of COUNTY's standard form Subordination, Attornment and Non Disturbance Agreement or in a form reasonably approved by COUNTY's Director, Social Services Agency, Division Manager, RDMD/Internal Services/Asset Management and Real Estate and County Counsel.~~

~~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 default by LESSOR of any note or deed of trust, and at the instruction of Lender, COUNTY shall 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.~~

K. Clause 20, SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 N) is hereby deleted from the Lease in its entirety and the following clause is substituted:

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"20. 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 obtain and deliver to COUNTY a *Subordination, Attornment and Non-Disturbance Agreement* from LESSOR's Lender LESSOR shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with COUNTY, thereby insuring COUNTY of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form approved by the Social Services Agency, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, COUNTY's obligation to enter into an agreement 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, confirming in writing that COUNTY's leasehold interest hereunder shall not be disturbed so long as no COUNTY Default exists under this Lease.

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 default by LESSOR of any note or deed of trust, 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."

21. ESTOPPEL CERTIFICATE (6.5 N)

COUNTY agrees that its Deputy Director, Social Services Agency or designee, shall furnish from time to time 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, COUNTY's standard form *Estoppel Certificate*, or a form approved by SSA containing information as to the current status of the Lease. The

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1 *Estoppel Certificate*, shall be reasonably approved by COUNTY's Deputy Director, Social Services
2 Agency, or designee, RDMD/Internal Services/Asset Management and Real Estate, and County Counsel.

4 ~~22. DEFAULTS AND REMEDIES (6.8 S)~~

5 The occurrence of any of the following shall constitute an event of default:

- 6 ~~• Failure to pay any installment of any monetary amount due and payable hereunder;~~
- 7 ~~• Failure to perform any obligation, agreement or covenant under this Lease.~~

8 ~~In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in writing of such breach, and COUNTY shall have fifteen (15) days in which to initiate action to cure said breach.~~

9 ~~In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in writing of such breach and LESSOR shall have fifteen (15) days in which to initiate action to cure said breach.~~

11 ~~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 fifteen (15) days in which to cure said breach, unless specified otherwise within this Lease.~~

13 ~~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 fifteen (15) days in which to cure said breach, unless specified otherwise within this Lease.~~

16 ~~In the event any such monetary breach by COUNTY in the payment of the monthly rent, pursuant to the clause entitled (RENT) herein, is not cured within said fifteen (15) day period, 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.~~

19 ~~22. DEFAULTS AND REMEDIES (3.8 SA)~~

20 ~~default:~~

21 ~~all be deemed in default of this Lease if: a) in the event of any "Monetary Breach" (defined as failure to~~
22 ~~payment of any monetary amount due and payable hereunder) of this Lease by COUNTY, LESSOR shall~~
23 ~~notify COUNTY in writing of such breach, and COUNTY shall have ten (10) days from such notice in which to cure said~~
24 ~~breach in the event of any "Non-Monetary Breach" (defined as failure to perform any obligation, agreement or~~
25 ~~covenant under) of this Lease, COUNTY fails within fifteen (15) days after receipt by COUNTY of written notice~~
26 ~~herein such obligation of COUNTY has not been performed; provided however, that if the nature of~~
27 ~~obligation is such that more than fifteen (15) days after such notice are reasonably required for its~~
28 ~~then COUNTY shall not be in breach of this Lease if performance is commenced as soon as reasonably~~

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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:

If the COUNTY Default is a result of a monetary breach by COUNTY in the payment of the Rent, pursuant to Clause 8 (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."

23:22.DEBT LIMIT (6.9 S)

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 California 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. Such rights or remedies may include a right to continue the COUNTY's right of possession under the Lease and sue for the rent as it becomes past due.

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24. LABOR CODE COMPLIANCE (6.10 S)

LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the commencement of the term of this Lease or any such future improvements or modifications 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.). These provisions are applicable to improvements or modifications costing more than \$1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained 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 from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations or COUNTY's SSA/Real Estate.

LESSOR hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY within the Premises, and LESSOR herein agrees that LESSOR shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, LESSOR shall provide SSA/Real Estate with the applicable certified payroll records for all workers that will be assigned to the 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. LESSOR shall provide, SSA/Real Estate bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If LESSOR neglects, fails, or refuses to provide said payroll records to SSA/Real Estate, such occurrence shall constitute an event of default of this Lease and COUNTY may, notwithstanding any other termination provisions contained herein:

A. Terminate this Lease; or

B. At COUNTY's sole option, COUNTY may deduct future rent payable to LESSOR by COUNTY as a penalty for such non-compliance of paying prevailing wage, which rent deduction would be COUNTY's estimate, in its sole discretion, of such prevailing wage rates not paid by LESSOR.

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.

~~24. COMMISSION (6.11 N)~~

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~~As part of this Lease, LESSOR shall pay COUNTY twenty thousand dollars and zero cents (\$20,000.00). Said commission shall be paid to COUNTY within forty five (45) calendar days after execution of this Lease by COUNTY. Said commission payment shall be made payable to the "County of Orange" and delivered to Manager, Social Services Agency, Facilities Services, 888 North Main Street, Room #154B, Santa Ana, CA 92701-3518.~~

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4 Should COUNTY not receive the above amount within the specified time period, COUNTY may deduct
2 any unpaid amount from future rent payable to LESSOR by COUNTY.

25. COMMISSION (4.2 SA)

LESSOR acknowledges and agrees to the payment of a commission to Jones Lang LaSalle pursuant to the terms contained in a separate written agreement between LESSOR and Jones Lang LaSalle."

3 26. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12A-S)

4 In order to comply with child support enforcement requirements of the County of Orange, within
5 thirty (30) days after COUNTY's execution of this Lease agreement, LESSOR agrees to furnish
6 COUNTY's Director Social Services Agency, or designee, COUNTY's standard form, *Child Support
Enforcement Certification Requirements*, which includes the following information:

7 a) In the case where LESSOR is doing business as an individual, LESSOR's name, date of birth,
8 Social Security number, and residence address;

9 b) In the case where LESSOR is doing business in a form of a limited partnership, the names,
10 dates of birth, Social Security numbers, and residence addresses of each of the General
Partners of the LESSOR entity.

11 c) A certification that the LESSOR has fully complied with all applicable federal and state
12 reporting requirements regarding its employees; and

13 d) A certification that the LESSOR has fully complied with all lawfully served Wage and
14 Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

15 Failure of LESSOR to timely submit the data and/or certifications required above or to comply with all
16 federal and state reporting requirements for child support enforcement or to comply with all lawfully
17 served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material
18 breach of this Lease. Failure to cure such breach within sixty (60) calendar days of notice from
19 COUNTY's Director, Social Services Agency, or designee, shall constitute grounds for termination
of this Lease. It is expressly understood that this data will be transmitted to governmental agencies
charged with the establishment and enforcement of child support orders and will not be used for any
other purpose.

20 27. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13S)

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

Attachment E

24 the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the
25 identity of their employees and their eligibility for employment in the United States. Pursuant to the
26 United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor
27 Code, Section 1178.5, LESSOR shall pay no less than the greater of the Federal or California Minimum
28 Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever.
LESSOR shall require and 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.

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1 LESSOR shall comply and verify that its contractors comply with all other Federal and State of
2 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.

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

6 ~~28. NOTICES (8.1S)~~

7 ~~All written notices pursuant to this Lease shall be addressed as set forth below or as either party~~
8 ~~may hereafter designate by written notice and shall be deemed delivered upon personal delivery,~~
9 ~~delivery by facsimile machine, or seventy two (72) hours after deposit in the United States Mail.~~

10 TO: LESSOR

TO: COUNTY

11 ~~DOLPHINSHIRE, L.P.~~
12 ~~% Dolphin Partners, Inc.~~
13 ~~18818 Teller Avenue, Suite 200~~
Irvine, CA 92612
Attn: Kevin Pitts

~~County of Orange~~
~~Social Services Agency, Real Estate~~
~~888 N. Main Street, #158B~~
~~Santa Ana, California 92701~~
~~Attn: Manager, Facilities Services~~

14 ~~Phone [949] 852-9230 Fax [949] 852-8924~~

TO: LESSOR

TO: COUNTY

14 ~~28. NOTICES (6.8 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.

DOLPHINSHIRE, L.P.
c/o Dolphin Partners,
Inc.
18818 Teller Avenue,
Suite 200
Irvine, CA 92612
Attn: Kevin Pitts
Phone (949) 852-
9230
Fax (949) 852-8924

County of Orange
Social Services
Agency
500 N. State College
Boulevard, 6th Floor
Orange, CA 92868
Attn: Director,
Administrative
Services

With a copy to:

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

Attachment E

Phone (714) 541-7761 Fax (714) 245-6200

~~15 29. ATTACHMENTS (8.2 S)~~

~~16 This Lease includes the following, which are attached hereto and made a part hereof:-~~

~~17~~

~~I. GENERAL CONDITIONS~~

~~18~~

~~II. EXHIBITS~~

~~19~~

~~20 A. Description Premises Revised~~

~~21 B. Plot Plan Premises Revised~~

~~22 C. Plans and Specifications Revised~~

~~23 D. Janitorial Specifications~~

~~#~~

~~24 #~~

~~#~~

~~25~~

~~26~~

~~27~~

~~28~~

Clause 29 ATTACHMENTS (8.2 S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"29. ATTACHMENTS (7.0 S)

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

I. GENERAL CONDITIONS

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II. EXHIBITS

Exhibit A	Description - Premises
Exhibit B	Plot Plan - Premises
Revised Exhibit C	Premises Improvements
Revised Exhibit D	Janitorial Specifications
Exhibit E	Form of Estoppel Certificate"

C. Clause 30 COUNTY PROPERTY is hereby added to the Lease as follows:

"30. 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 negligence or willful misconduct and not otherwise waived pursuant to Clause 31 (LESSOR'S RIGHT OF ENTRY) 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."

R. Clause 31 LESSOR'S RIGHT OF ENTRY is hereby added to the Lease as follows:

"31. LESSOR'S RIGHT OF ENTRY (4.4 SA)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to COUNTY (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required) and in the presence of COUNTY, 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 nine (9) 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."

S. Clause 32 SIGNAGE is hereby added to the Lease as follows:

"32. SIGNAGE (4.5 SA)

COUNTY has the right to signage on the Directory Board and Suite identification signage as provided in the common areas of the property. All other signage requests are to be in compliance with applicable laws and zoning and approved in writing by LESSOR. Said approval shall be in LESSOR's reasonable discretion."

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T. Clause 33 SECURITY SERVICES is hereby added to the Lease as follows:

“33. SECURITY SERVICES (4.6 SA)

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. ”

U. Clause 34 INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST is hereby added to the Lease as follows:

“34. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (6.3 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.”

V. Clause 35 FORCE MAJEURE is hereby added to the Lease as follows:

“35. FORCE MAJEURE (6.4 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, 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), 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.”

W. Clause 36 CONDEMNATION is hereby added to the Lease as follows:

“36. CONDEMNATION (6.5 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise

Attachment E

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.”

X. Clause 37 CONSENT OR APPROVAL is hereby added to the Lease as follows:

“37. CONSENT OR APPROVAL (6.6 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.”

Y. Clause 38 UNENFORCEABLE PROVISIONS is hereby added to the Lease as follows:

“38. UNENFORCEABLE PROVISIONS (6.7 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.”

Z. Clause 39 USE is hereby added to the Lease as follows:

“39. USE (1.2 SA)

COUNTY shall use the Premises for SSA related services including, but not limited to, child welfare services, CalWorks, CalFresh, and medical program benefit services as well as general office and administrative purposes or any other lawful purpose. COUNTY shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.”

AA. Clause 40 OPTION TO EXTEND TERM is hereby added to the Lease as follows:

“40. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current COUNTY Default under this Lease (as further defined in Clause 22 (DEFAULTS AND REMEDIES) either at the time of the exercise of the Option or upon commencement of the Extension Term and there does not exist

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an assignment or sublease of the Premises by COUNTY, 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") executed by the Chief Real Estate Officer and memorialized in an amendment on the same terms and conditions of this Lease except this Clause 40, Clause 9 (RENT ADJUSTMENT), the Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and such other terms and conditions clearly not applicable during the Extension Term. COUNTY shall give LESSOR written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later 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 cannot 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 Use of the Premises by Tenant and the financial condition (e.g., creditworthiness) of Tenant; (E) escalation (including type, base year and stop, and no pass-through increases) 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 Tenant; (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.

Arbitration. 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

Attachment E

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. If COUNTY is not in agreement with the Fair Market Rental Value at the completion of the appraisal process, the COUNTY may rescind its option to extend by notifying LESSOR within thirty (30) days of the completion of the appraisal process.

Broker. For the purpose of this Clause 40, "Broker" shall mean a commercial 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. Brokers chosen by the parties cannot be COUNTY's then brokerage representation nor can they be the Lessor's then listing brokers."

BB. Clause 41 UTILITIES is hereby added to the Lease as follows:

"41. UTILITIES (2.9 SA)

LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of COUNTY. Should LESSOR fail to provide, or pay for (prior to delinquency date), utility service to the Premises, COUNTY may provide such service and deduct the cost thereof, including overhead, from any Rent payable.

Should COUNTY require HVAC services at times other than during Normal Business Hours as defined in Clause 19(E) above, COUNTY shall pay LESSOR a reimbursement equal to sixty dollars (\$60.00) per hour 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."

CC. Clause 42 ASSIGNMENT AND SUBLETTING is hereby added to the Lease as follows:

"42. 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. COUNTY's request for assignment or subletting ("Request") shall include the terms of the sublease/assignment, relevant company information, financial statements, and other reasonably requested information by LESSOR. LESSOR shall respond in writing to COUNTY's Request to assign this Lease or sublet all or any portion of the Premises within fifteen (15) business days of LESSOR's receipt of COUNTY's notice. 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. Said Request will be memorialized in a written Sublease/Assignment document executed by COUNTY, LESSOR and approved third party.

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

Attachment E

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."

DD. Clause 43 COUNTY'S INSURANCE is hereby added to the Lease as follows:

"43. COUNTY'S INSURANCE

A. COUNTY Requirements: During the Term of this Lease, COUNTY shall maintain a program of insurance coverage as described below. COUNTY, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance.

B. Commercial General Liability Insurance: providing scope of coverage equivalent to ISO policy form CG 00 01, naming LESSOR and its agents as an additional insured, with limits of no less than:

<u>General Aggregate:</u>	<u>\$2 Million</u>
<u>Each Occurrence</u>	<u>\$1 Million</u>

C. If COUNTY elects to be insured for its general liability exposures through a self-insurance program, then COUNTY shall provide to LESSOR a letter evidencing self-insurance coverage naming LESSOR and its agents as additional insureds, and confirmation that COUNTY and its employees are insured for any tort liability that may develop through carrying out official activities, including COUNTY operations on non-COUNTY owned property."

EE. Clause 44 LIMITATION ON LIABILITY is hereby added to the Lease as follows:

"44. LIMITATION ON LIABILITY

Notwithstanding the rights defined in Clause 16 (INDEMNIFICATION), LESSOR shall not be liability to COUNTY for intentional torts committed by the COUNTY, its agents, assignees, etc. or third parties or members of the public

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

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9/4/2015

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

J

4 APPROVED AS TO FORM: LESSOR

5 County Counsel

DOLPHINSHIRE, LP
a California limited partnership

7 By Thomas A. Milch
Deputy

By: Dolphin Partners, Inc., as agent

8 Date: 1/29/08

By [Signature]

10 RECOMMENDED FOR APPROVAL:

11 Social Services Agency

12
13 By [Signature]
14 Director of Administration

15 Social Services Agency

16 Real Estate

17
18 By Joyia T. O.
19 Senior Real Property Agent

20 SIGNED AND CERTIFIED THAT A
21 COPY OF THIS DOCUMENT HAS BEEN
22 DELIVERED TO THE CHAIRMAN
OF THE BOARD.

COUNTY
COUNTY OF ORANGE

23
24 By [Signature]
25 DARLENE J. BLOOM
26 Clerk of the Board of Supervisors
of Orange County, California



By [Signature]
Chairman, Board of Supervisors

27

28

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GENERAL CONDITIONS (9.1 -9.17 S)

1. LEASE ORGANIZATION (9.1 S)

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.

2. INSPECTION (9.2 S)

LESSOR or his authorized representative shall have the right at all reasonable times and upon reasonable advance notice to COUNTY to inspect the Premises to determine, if COUNTY is complying with all the provisions of this Lease.

3. SUCCESSORS IN INTEREST (9.3 S)

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, all of who shall be jointly and severally liable hereunder.

4. DESTRUCTION OF OR DAMAGE TO PREMISES (9.4 S)

"Partial Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five 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 twenty-five 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 immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed 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 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 sixty (60) days, or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY's sole option, terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent thereafter payable.

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 shall in no way be rendered null and void and LESSOR shall

Attachment E

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 180 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing,

Attachment E

1 by COUNTY. COUNTY may, at COUNTY's sole option, terminate this Lease or complete the
2 restoration and deduct the entire cost thereof, including labor, materials, and overhead from any rent
payable thereafter.

3 Further, LESSOR, at COUNTY's request, shall provide a suitable, COUNTY-approved temporary
4 facility ("Facility") for COUNTY's use during the restoration period for the Premises. The Facility may
5 be leased, at market rate, under a short term lease, for which the COUNTY will reimburse LESSOR the
cost thereof, on a monthly basis.

6 5. AMENDMENT (9.5 S)

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

9 6. PARTIAL INVALIDITY (9.6 S)

10 If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to
11 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.

12 7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)

13 If either party hereto shall be delayed or prevented from the performance of any act required hereunder
14 by reason of acts of God, performance of such act shall be excused for the period of the delay; and the
15 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.

16 8. STATE AUDIT (9.8 S)

17 Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that
18 this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten
19 thousand dollars (\$10,000), LESSOR shall be subject to the examination and audit of the Auditor General
20 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.

21 9. WAIVER OF RIGHTS (9.9 S)

22 The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions,
23 and covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or
24 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.

25 10. HOLDING OVER (9.10 S)

Attachment E

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 be governed by the conditions and covenants contained in this Lease.

12912 Brookhurst Master Lease
11-13-07

Page 18 of 23

Attachment E

1 11. HAZARDOUS MATERIALS (9.11 S)

2 LESSOR warrants that the Premises is free and clear of all hazardous materials or substances.

3 12. EARTHQUAKE SAFETY (9.12 S)

4 LESSOR warrants that the Premises is in compliance with all applicable seismic safety regulations and
5 building codes.

6 13. QUIET ENJOYMENT (9.13 S)

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

10 14. PROCESSING FEES (9.14 S)

11 LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as
12 a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements
13 and Estoppel Certificates) required to satisfy LESSOR's Lender whether or not said Lender decides to
14 grant a loan to LESSOR. Said compensation amount shall be determined by multiplying the hourly rate
15 of COUNTY's Social Services Agency/ Facilities Services by the number of hours spent to process,
16 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. Should LESSOR fail to compensate
COUNTY within said thirty (30) days, COUNTY has the option to deduct the amount from the rent
thereafter payable.

17 15. WAIVER OF JURY TRIAL. (9.15 S)

18 Each party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect
19 to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly
20 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.

21 16. GOVERNING LAW AND VENUE. (9.16 S)

22 This agreement has been negotiated and executed in the State of California and shall be governed by and
23 construed under the laws of the State of California. In the event of any legal action to enforce or interpret
24 this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange
25 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.

26 17. TIME (9.17 S)

Attachment E

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Time is of the essence of this Lease.

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12912Brookhurst Master Lease
11-13-07

Page 19 of 23

Attachment E

LEASE DESCRIPTION (10.1S)

PROJECT NO: GA 1213-95-5

DATE: 11/13/07

PROJECT: SSA/Western Regional Center

WRITTEN BY: JWB

All the Premises shown crosshatched on the Plot Plan marked Exhibit B - Revised, attached hereto and made a part hereof, being approximately 14,305 square feet of existing office space on the first floor, along with 8,513 square feet of rentable new additional office space (of which 7,617 is useable space on the first floor), plus 24,520 square feet of office space on the second floor, and 13,664 square feet of office space on the third floor, for a combined total of approximately 61,002 square feet of rentable office space within that certain four (4) story office building located at 12912 Brookhurst Street, in the City of Garden Grove, County of Orange, State of California, which property is more particularly described as Lot 1 of Tract No. 11909, in the City of Garden Grove, County of Orange, State of California, as per map recorded in Book 553, pages 7 to 10 inclusive, of Miscellaneous Maps, in the office of the County Recorder of the County of Orange together with the non-exclusive use of three hundred twenty seven (327) parking spaces in the parking area as shown on Exhibit B - Revised.

(NOT TO BE RECORDED)

EXHIBIT A -REVISED

Attachment E

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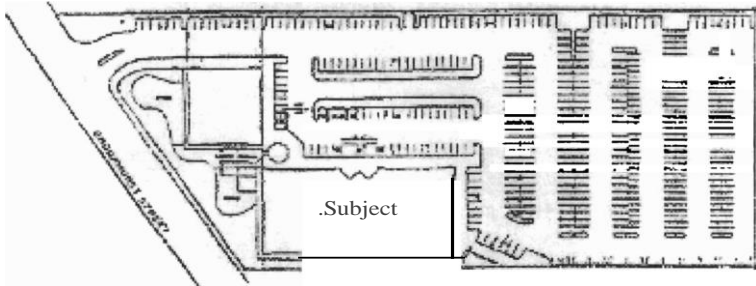
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12912 Brookhurst Master Lease
11-13-07

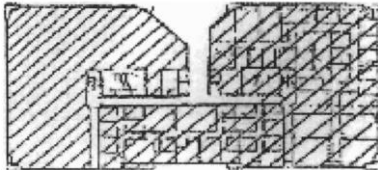
Page 20 of 23

Attachment E

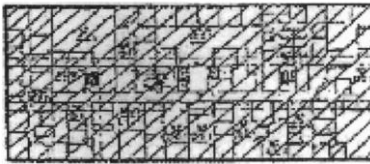
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First Floor Plan



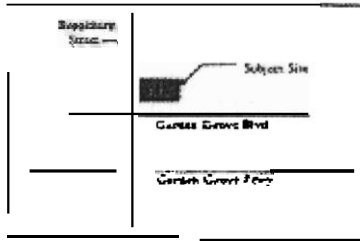
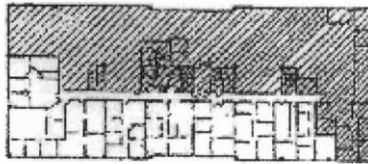
Second Floor Plan



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Third Floor Plan



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EXHf BfT B - REVISED

12912 Brookhurst Master Lease
11-13-07

Page 21 of 23

Attachment E

PRCNG PLAN for:

COUNTY Of ORANGE SOC AI SERVICES AGENCY

292 ISROOKHURST STREET, SUITE 30

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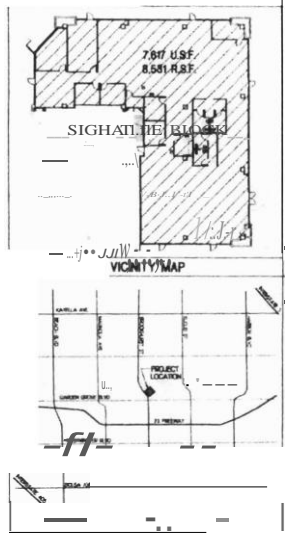
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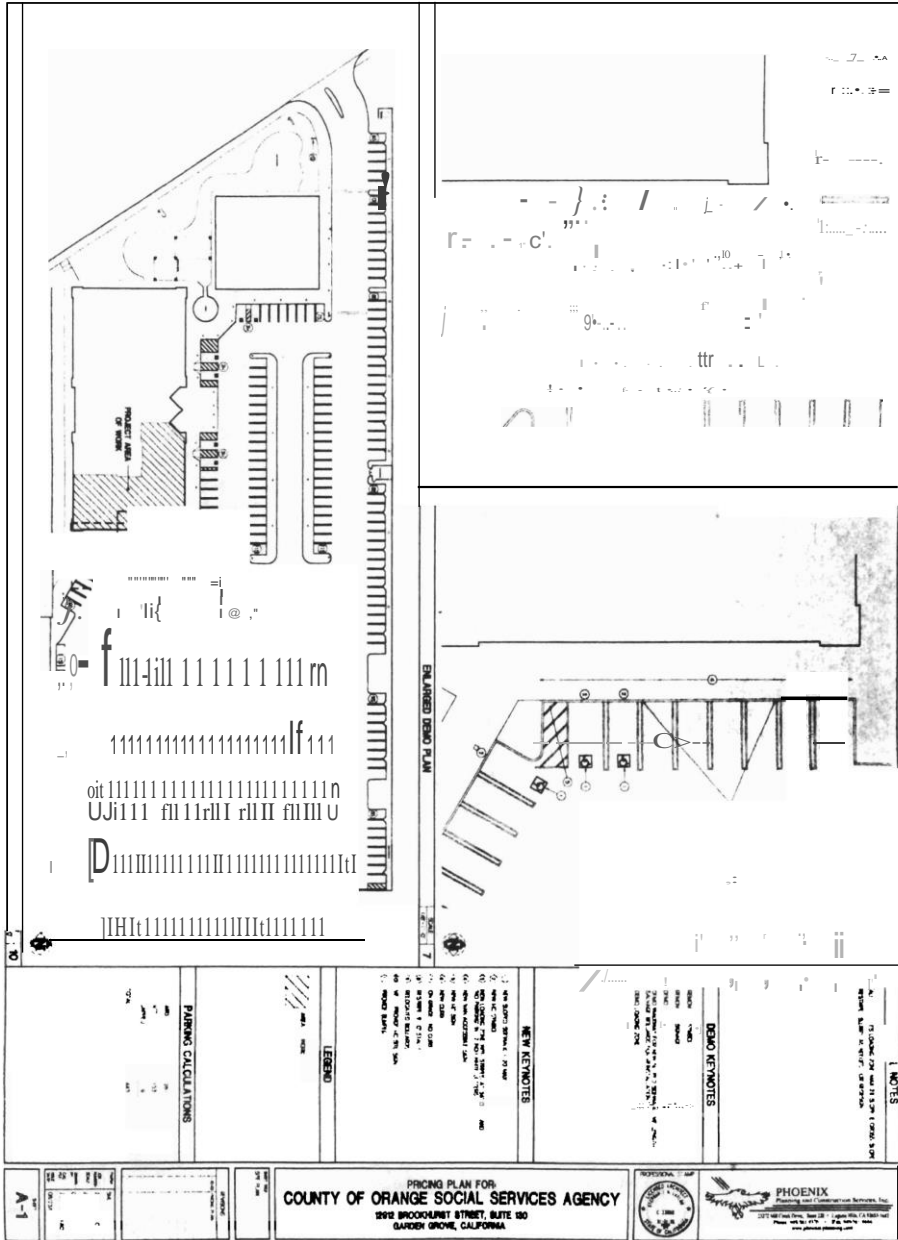


A vertical sidebar on the right side of the page. At the top is a logo with the letters 'L J' and a stylized 'A' above it. Below this is a circular seal with text around the perimeter. Further down are several technical symbols, including a vertical line with a horizontal tick, a vertical line with a cross, and a vertical line with a diagonal tick. At the bottom is a logo with the letters 'TM' and 'A'.

Attachment E

<p>1. The Contractor shall provide all labor, materials, and equipment necessary for the completion of the work.</p>	<p>2. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work.</p>	<p>3. The Contractor shall maintain access to all existing utilities and structures on the site.</p>	<p>4. The Contractor shall be responsible for the safety of all workers and the public during the construction process.</p>	<p>5. The Contractor shall provide a detailed schedule of work and progress reports to the project manager.</p>	<p>6. The Contractor shall be responsible for the disposal of all waste materials in accordance with local regulations.</p>	<p>7. The Contractor shall maintain a clean and safe work site at all times.</p>	<p>8. The Contractor shall be responsible for the protection of all existing trees and landscaping on the site.</p>	<p>9. The Contractor shall provide a final inspection and certification of the completed work.</p>	<p>10. The Contractor shall be responsible for the maintenance of the work for a period of one year after completion.</p>
<p>11. The Contractor shall be responsible for the coordination of all subcontractors and vendors.</p>	<p>12. The Contractor shall be responsible for the procurement of all materials and equipment.</p>	<p>13. The Contractor shall be responsible for the payment of all bills and invoices.</p>	<p>14. The Contractor shall be responsible for the maintenance of all records and documents related to the project.</p>	<p>15. The Contractor shall be responsible for the communication of all project information to the project manager.</p>	<p>16. The Contractor shall be responsible for the compliance with all applicable laws and regulations.</p>	<p>17. The Contractor shall be responsible for the insurance of all workers and equipment.</p>	<p>18. The Contractor shall be responsible for the safety of all workers and the public during the construction process.</p>	<p>19. The Contractor shall be responsible for the protection of all existing trees and landscaping on the site.</p>	<p>20. The Contractor shall be responsible for the final inspection and certification of the completed work.</p>

Attachment E

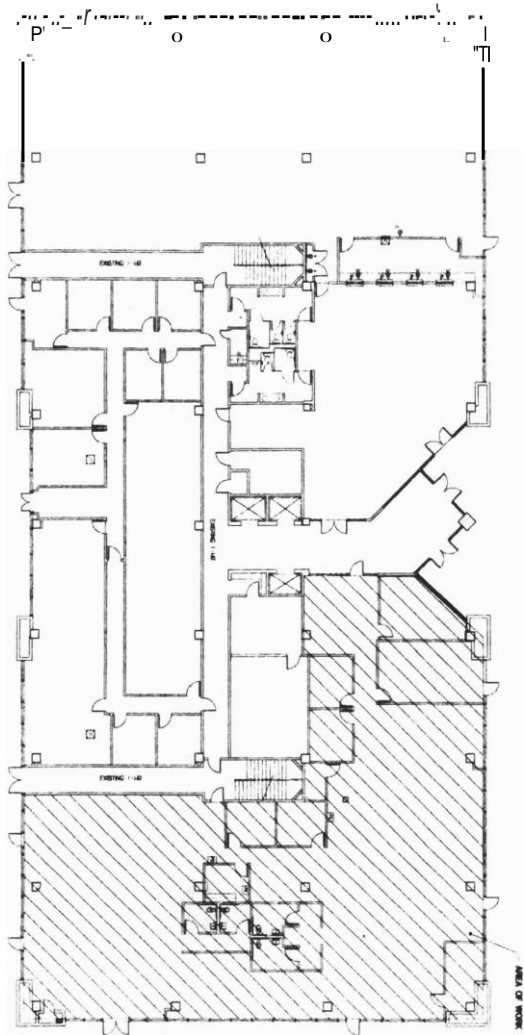


Attachment E

PLANS AND SPECIFICATIONS - EXHIBIT C - REVISED (PAGE 3 OF 15)

Attachment E

OVERALL FLOOR PLAN



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GENERAL NOTES

PRICING PLAN FOR:
COUNTY OF ORANGE SOCIAL SERVICES AGENCY
12012 BROOKHURST STREET, SUITE 130
GARDEN GROVE, CALIFORNIA



PHOENIX
PHOENIX CONSTRUCTION SERVICES, INC.
12711 WEST 16TH AVENUE, SUITE 100
DENVER, COLORADO 80202
PHONE: 303.751.1111 FAX: 303.751.1112
WWW.PHOENIXCONSTRUCTIONSERVICES.COM

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Attachment E

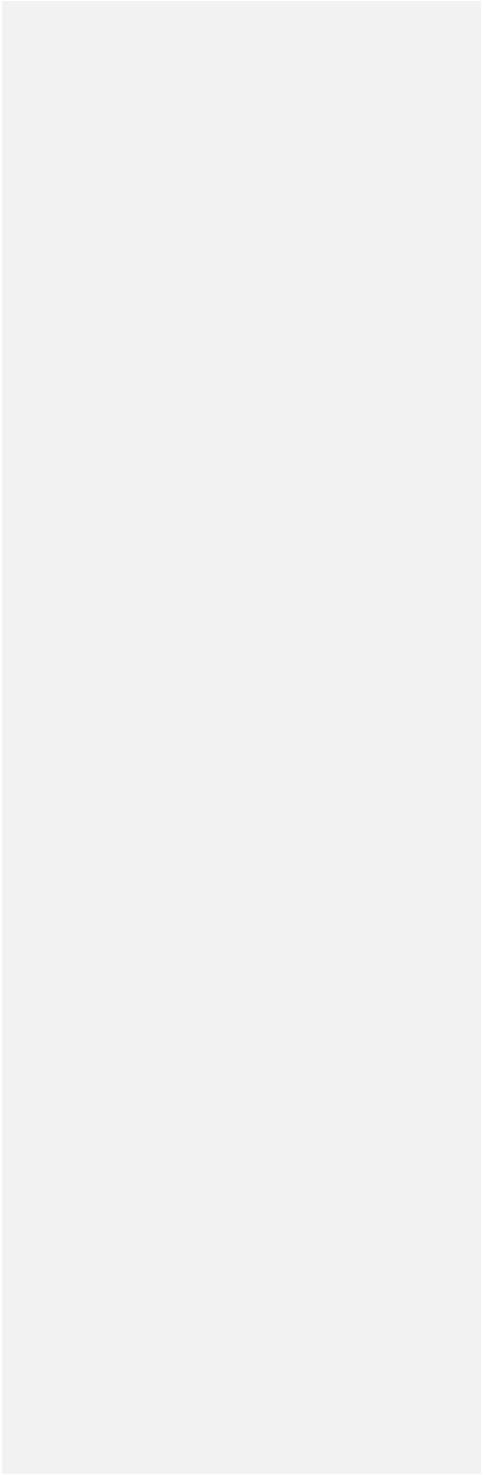
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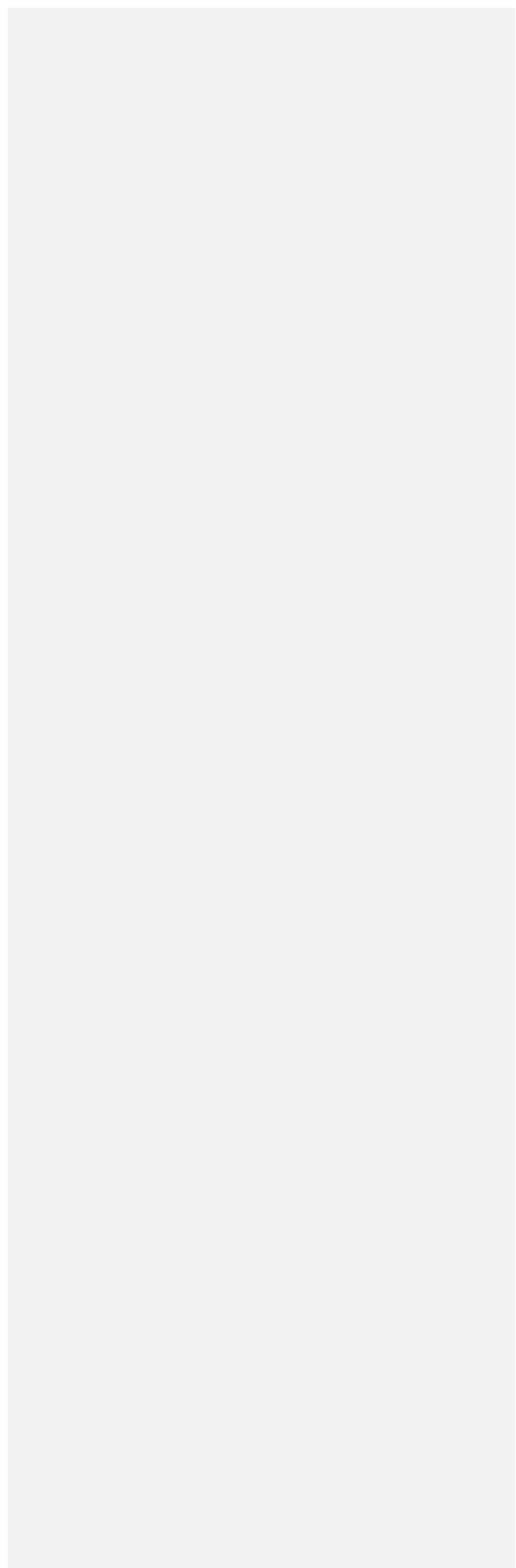
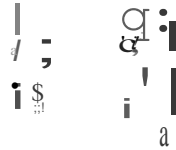
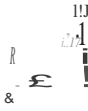
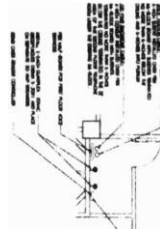
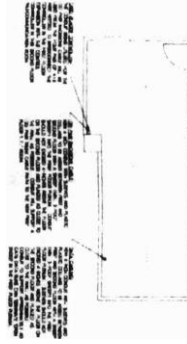
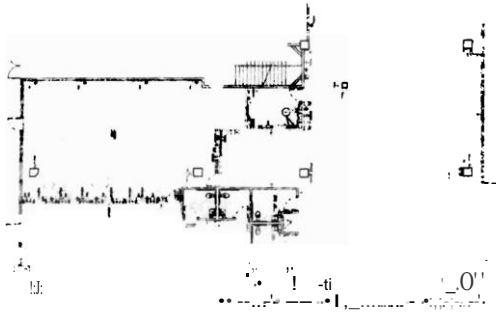
Attachment E

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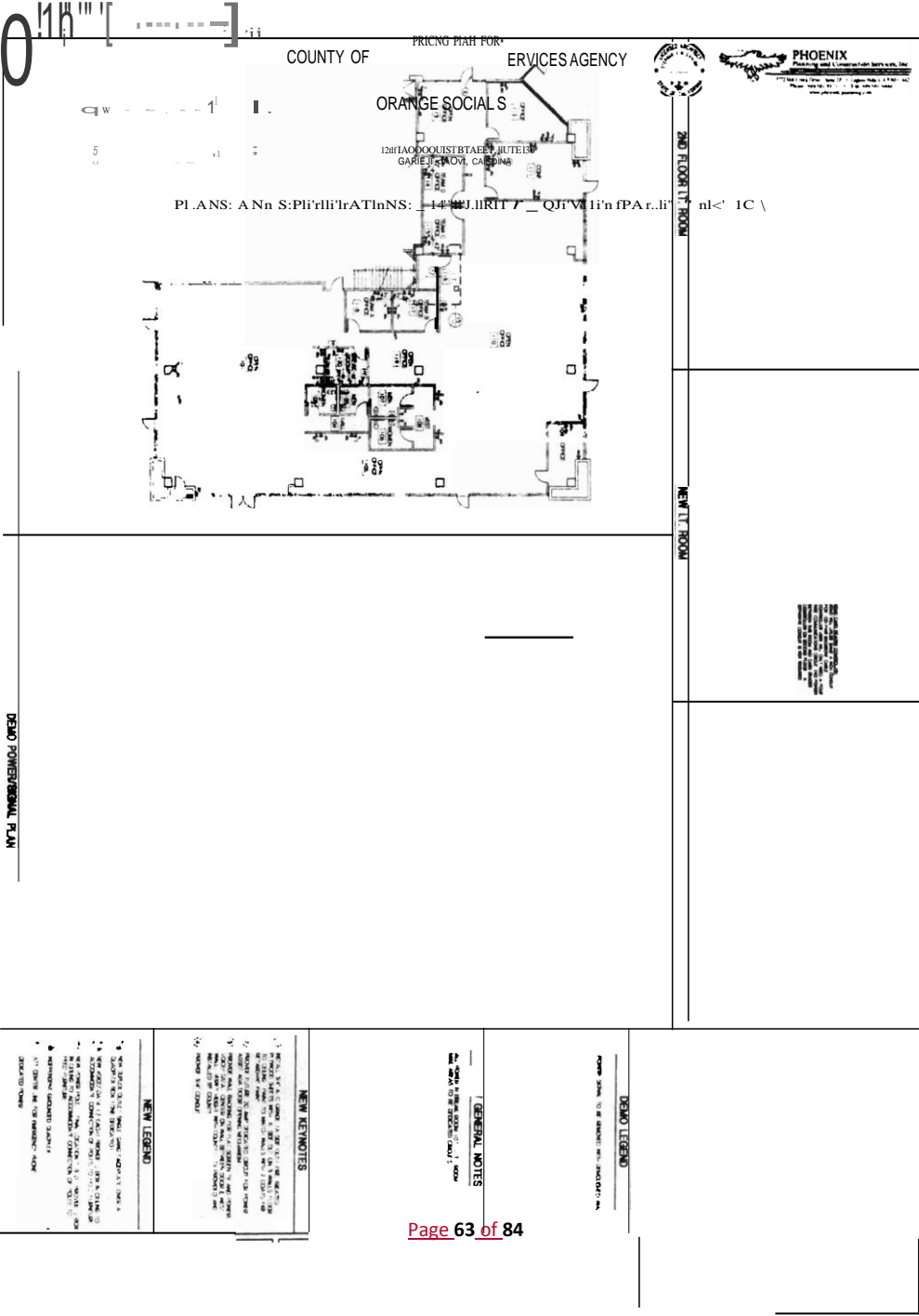
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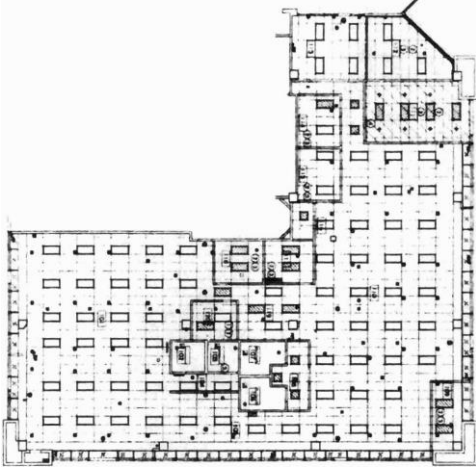
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NEW REFLECTED CEILING PLAN



EXISTING REFLECTED CEILING PLAN



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5-A	DATE	BY	CHKD	APP'D

PROFESSIONAL STAMP



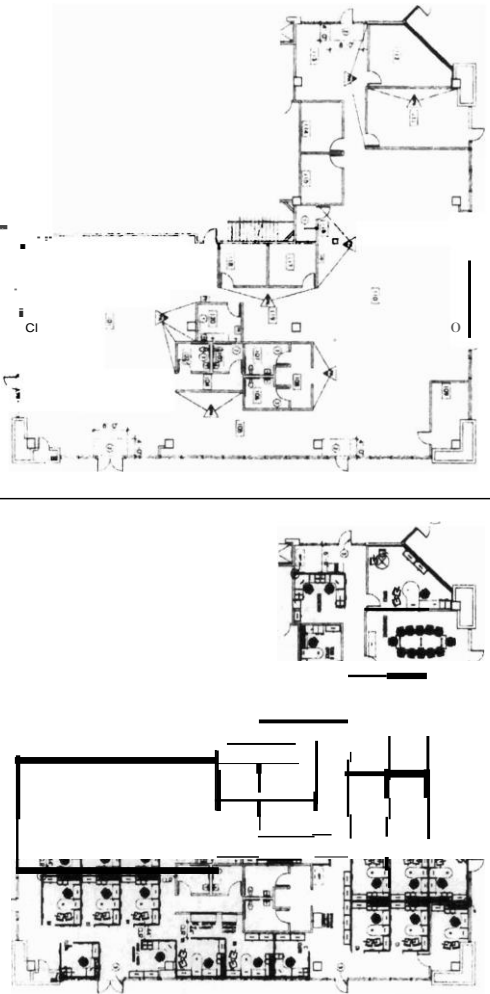
PHOENIX
PLUMBING & MECHANICAL CONTRACTORS, INC.
2075 West Chandler Street, Suite 201 • Chandler, AZ 85224
Phone: (480) 977-1111 Fax: (480) 977-1110
www.phoenixplumbing.com

Attachment E

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COUNTY OF ORANGE SOCIAL SERVICES AGENCY
1112 BROADWAY ST. 11111 110
CWHIHOBOVE CAL-ERU

Attachment E



9-V
DATE: _____
SCALE: _____
PROJECT: _____

PHOENIX
Planning and Construction Services, Inc.
2777 North Central Expressway, Suite 200, Phoenix, Arizona 85016
Phone: 602.998.2000 Fax: 602.998.2001
www.phoenixplanning.com

GENERAL NOTES

1. REFER TO ALL GENERAL NOTES ON ALL DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO ANY CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

NETWORKS

1. REFER TO ALL GENERAL NOTES ON ALL DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND TESTING OF ALL NETWORKS.
3. ALL NETWORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE NETWORKING STANDARDS AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING NETWORKS.

LEGEND

□ OPEN WORK AREA

□ EXISTING WORK AREA

□ EXISTING STRUCTURE

□ EXISTING UTILITIES

□ EXISTING LANDSCAPE

□ EXISTING FURNITURE

□ EXISTING LIGHTING

□ EXISTING SIGNAGE

□ EXISTING PAINT

□ EXISTING ROOFING

□ EXISTING FLOORING

□ EXISTING CEILING

□ EXISTING WALLS

□ EXISTING DOORS

□ EXISTING WINDOWS

□ EXISTING STAIRS

□ EXISTING ELEVATORS

□ EXISTING MECHANICAL

□ EXISTING ELECTRICAL

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□ EXISTING TRANSPORTATION

□ EXISTING UTILITIES

□ EXISTING LANDSCAPE

□ EXISTING FURNITURE

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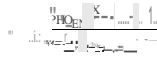
Attachment E



PRICING PUN FOR
COUNTY OF ORANGE SOCIAL SERVICES AGENCY
12112 SHOOKHUT STREET, SUITE 130
BAINBRIDGE GROVE, CALIFORNIA

PRICING PUN FOR COUNTY OF ORANGE SOCIAL SERVICES AGENCY - EXHIBIT C - REVISED (PAGE 8 OF 15)

Attachment E

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PLANS AND SPECIFICATIONS – EXHIBIT C – REVISED (PAGE 9 OF 15) —

Attachment E

TITLE 24 NOTES & FORMS

BELOW NOTES

The image displays a page of musical notation. On the left side, there is a vertical label 'TITLE 24 NOTES & FORMS' and a sub-label 'BELOW NOTES'. The main content consists of several musical staves. The top row features a staff with a treble clef and notes, followed by a staff with a bass clef and notes. Below these are two more staves, one with a treble clef and one with a bass clef, both containing notes and rests. The notation includes various symbols such as clefs, notes, rests, and bar lines. The overall appearance is that of a technical drawing or a musical score page.



Attachment E



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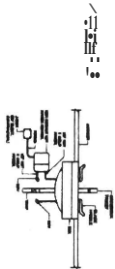
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SOCIAL SERVICES
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PLANS AND SPECIFICATIONS - EXHIBIT C - REVISED (PAGE 10 OF 15)

Attachment E



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PLUMBING OVERALL PLAN
11/11/11

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PLUMBING PLAN (WATER)
11/11/11



Attachment E

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PLUMBING

PLANS AND SPECIFICATIONS - EXHIBIT C - REVISED (PAGE 12 OF 15)

PLUMBING NOTES

PLUMBING LEGEND

PLUMBING FIXTURES SCHEDULE

PLUMBING FIXTURES SPECIFICATIONS

INSTANT HOT WATER HEATER

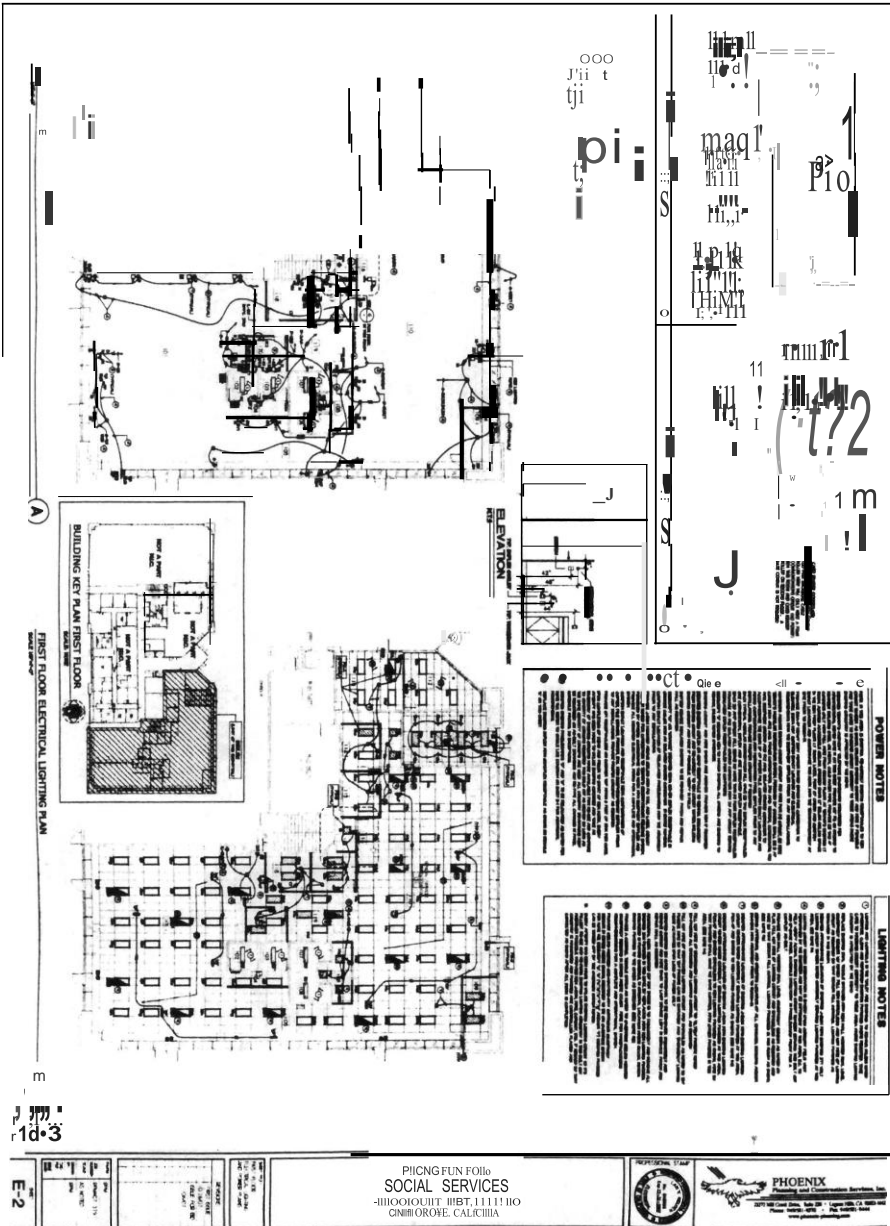
PHOENIX

Page 74 of 84

Attachment E

— PLANS AND SPECIFICATIONS -EXHIBIT C-REVISED (PAGE 13 OF IS1

Attachment E



Attachment E

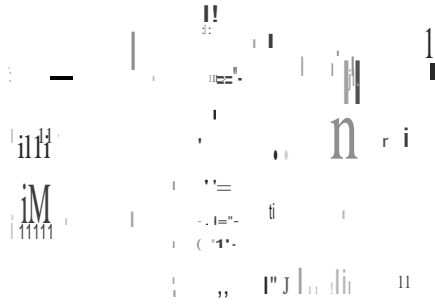
The drawing is a technical form with multiple sections. At the top, there are several tables and diagrams. The middle section contains a large table with multiple columns and rows, some of which are filled with text and numbers. The bottom section includes a diagram with lines and arrows, and a table with columns and rows. The drawing is oriented vertically on the page.

Page 78 of 84

PHOENIX	PLANNING AND COMMUNITY SERVICES, INC.
1000 North Central Expressway, Suite 200	Phoenix, AZ 85004
PHOENIX	PLANNING AND COMMUNITY SERVICES, INC.
1000 North Central Expressway, Suite 200	Phoenix, AZ 85004

PHOENIX	PLANNING AND COMMUNITY SERVICES, INC.
1000 North Central Expressway, Suite 200	Phoenix, AZ 85004
PHOENIX	PLANNING AND COMMUNITY SERVICES, INC.
1000 North Central Expressway, Suite 200	Phoenix, AZ 85004

Attachment E



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PLANS AND SPECIFICATIONS -EXHIBIT C-REVISED (PAGE 15 OF 15)

Attachment E

JANITORIAL SPECIFICATIONS (10.4A S)

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve LESSOR of the obligation to provide such service should it become necessary.

"Five-day-per-week" janitorial service as required in clause entitled (REPAIR, MAINTENANCE AND JANITORIAL SERVICE) of this Lease, shall be inclusive of, but not limited to, the services as detailed below :

OFFICE AREAS

NIGHTLY: Monday through Friday, inclusive. (Holidays of the County of Orange excepted).

1. Empty and clean all waste receptacles, supply liners for waste receptacles, replace light bulbs and fluorescent tubes, remove waste materials from the Premises and wash receptacles as necessary;
2. Mop all uncarpeted areas;
3. Vacuum all carpeted areas in offices, lobby and corridors;
4. Hand-dust all office furniture, fixtures and all other horizontal surfaces;
5. Remove all finger marks and smudges from doors, door frames, around light switches, private entry glass and partitions;
6. Wash, clean and polish water fountain;
7. Spot clean carpet as necessary;
8. Clean sink and wipe down tables and counter areas in all break areas and coffee bars.

WEEKLY:

1. Wipe clean and polish all metal and bright work;
2. Mop and polish all resilient flooring;
3. Dust in place all picture frames, charts, graphs, and similar wall hangings;
4. Spot-clean all wall marks;
5. Sweep all sidewalks and ramps.

MONTHLY:

1. Dust all mini-blinds within the Premises;
2. Vacuum all HVAC vents, high moldings and other areas not reached by nightly or weekly cleaning;
3. Scrub and wax uncarpeted floors.

SEMI-ANNUALLY:

1. Clean ceiling light diffusers;
2. Clean carpet in high traffic areas (corridors, near lunchroom, etc.) and other areas as needed;
3. Clean interior walls, as needed;
4. Strip and wax uncarpeted floors.

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ANNUALLY:

1. Clean carpet throughout Premises.

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JANITORIAL SPECIFICATIONS (continued) (10.4A S)

- 1
- 2 RESTROOMS
- 3 NIGHTLY:
- 4 1. Clean and damp-mop floors;
- 5 2. Wash all mirrors, bright work and enameled surfaces;
- 6 3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
- 7 4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
- 8 5. Empty and sanitize all receptacles and sanitary napkin disposals;
- 9 6. Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.

MONTHLY:

- 10 1. Machine strip restroom floors and apply finish/sealer where applicable;
- 11 2. Wash all partitions, tile walls, and enamel surfaces;
- 12 3. Vacuum all louvers, vents, and dust light fixtures.

MISCELLANEOUS SERVICES

- 13 1. Maintain building lobby, corridors, and other public areas in a clean condition;
- 14 2. Parking lot is to be cleaned on a monthly basis;
- 15 3. All interior and exterior windows of the building are to be cleaned quarterly.

DAYTIME SERVICES (Services to be provided during COUNTY's normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday)

Provide two full-time janitorial staff to:

- 17 1. Periodically clean and stock restrooms, as needed;
- 18 2. Continuously monitor and clean, as necessary, all public areas and parking areas adjacent to building;
- 19 3. Attend to emergency situations such as: toilet overflows, spills...etc.
- 20 4. Perform other janitorial functions as requested by on-site COUNTY personnel.

EXHIBIT E

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:

Attachment E

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 terminate/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: _____
Scott Mayer, Chief Real Estate Officer
County Executive Office/Real Estate

Date: _____

Certificate Date: _____

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