

Attachment C



CEO/ALS/SSA-0160038RDMD/ALS/BOS-07-026

Community Customer Service Center – First District
15460 Magnolia Street
Westminster, CA 92683

THIRD AMENDMENT TO LEASE LEASE

THIS THIRD AMENDMENT TO LEASE (“Third Amendment”) is made _____, 2017 (“Effective Date”) by and between CHARLES H. MANH and AHN MANH, Co-Trustees of the MANH FAMILY TRUST, under declaration of trust dated August 15, 2006, (hereinafter referred to as “LESSOR”), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), without regard to number and gender. LESSOR and COUNTY may individually be referred to herein as a “Party” and collectively as the “Parties.”

~~THIS IS A LEASE, hereinafter referred to as “Lease,” made _____, 2007, by and between CHARLES H. MANH and ANH MANH, Co-Trustees of the MANH FAMILY TRUST, under declaration of trust dated August 15, 2006, hereinafter referred to as "LESSOR," and the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," without regard to number and gender. The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.~~

1. DEFINITIONS (1.2 S)

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

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

"Corporate Real Estate" means the Resources and Development Management Department, Internal Services, Asset Management and Real Estate, Corporate 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 Resources and Development Management Department, or designee.

"Manager of Corporate Real Estate" means the Manager, Resources Development and Management Department, Internal Services, Asset Management and Real Estate, Corporate Real Estate, County of Orange, or designee or upon written notice to LESSOR, such other person or entity as shall be designated

Attachment C

1 by the Director of Resources Development and Management Department, or designee.

2
3 “County Counsel” means the County Counsel, County of Orange, or designee, or upon written notice to
4 LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board
5 of Supervisors.

6 //

7 2. PREMISES (1.3 S)

8
9 LESSOR leases to COUNTY that certain property hereinafter referred to as "Premises," described in
10 "Exhibit A" and shown on "Exhibit B," which exhibits are attached hereto and by reference made a part
11 hereof, together with non-exclusive, in common use of LESSOR's elevators, stairways, washrooms,
12 hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common
13 areas appurtenant to COUNTY's Premises created by this Lease.

14 15 3. PARKING (1.4 S)

16
17 LESSOR, throughout the term of this Lease, shall provide a total of six (6) parking spaces for COUNTY's
18 free and non-exclusive use. Said parking spaces are to be located in the parking area shown on Exhibit B.

19
20 In addition to said parking spaces, LESSOR shall also provide parking for disabled persons in accordance
21 with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the
22 applicable codes and/or ordinances relating to parking for disabled persons as established by the local
23 jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances
24 exceed or supersede the State requirements.

25 26 4. TERM (2.2 S)

27 Clause 4. TERM (2.2 N) is hereby deleted from the Lease and the following is substituted:

28 The term of this Lease commenced on October 1, 2007 (“Commencement Date”), and will
29 terminate on June 30, 2021 (“Term”).”

30 ~~The term of this Lease shall be one (1) year, commencing the first day of the first full calendar month~~
31 ~~following the date of execution by COUNTY, or commencing the first day of the first full calendar month~~
32 ~~following the completion by LESSOR of the work set out in clause entitled CONSTRUCTION, below,~~
33 ~~whichever date is later (“Commencement Date”).~~

34
35 ~~Parties agree that the Commencement Date of this Lease will be confirmed in writing by either party upon~~
36 ~~demand by the other.~~

Attachment C

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2 5. RENT (3.1 N)

3 Clause 5. RENT (3.1 N) is hereby deleted in its entirety from the Lease and replaced with the
4 following:

5 The monthly rent payable by COUNTY for the Premises shall be automatically adjusted as follows:

<u>Commencing</u>	<u>Monthly Rent</u>	<u>Per Square Foot</u>
<u>June 1, 2017</u>	<u>\$6,400</u>	<u>\$3.08</u>
<u>June 1, 2018</u>	<u>\$6,592</u>	<u>\$3.17</u>
<u>June 1, 2019</u>	<u>\$6,790</u>	<u>\$3.26</u>
<u>June 1, 2020</u>	<u>\$6,993</u>	<u>\$3.36</u>

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11
12 ~~COUNTY agrees to pay to LESSOR as rent for the Premises the sum of Five Thousand Dollars (\$5,000)~~
13 ~~per month.~~

14
15 To obtain rent payments LESSOR (or LESSOR's designee) shall submit to the COUNTY, in a form
16 acceptable to said COUNTY, a written claim for said rent payments.

17 Payment shall be due and payable by direct deposit into a bank account specified by LESSOR within
18 twenty (20) days after the later of the following:

- 19
20 A. The first day of the month following the month earned; or
21 B. Receipt of LESSOR's written claim by COUNTY.

22
23 Should COUNTY occupy the Premises before the first day of the lease term, LESSOR shall be entitled to
24 pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the
25 lease term based upon the monthly installment above. Said rent shall be included in the rent claim
26 submitted by LESSOR for the first full month of the lease term and shall be paid by COUNTY at the time
27 of payment for said month.

28
29 COUNTY shall pay any Additional Rent in accordance with this clause. Additional Rent shall mean
30 additional utility charges provided for in the clause entitled UTILITIES of this Lease.

31
32 6. CONSTRUCTION (4.1 N)

33
34 LESSOR hereby agrees to complete, at LESSOR's expense, within thirty (30) calendar days after the date
35 first written above, alterations, repairs, and other work (the "Work") in accordance with the Scope of
36 Work and Specifications attached hereto and made a part hereof as "Exhibit C."
37

Attachment C

1 LESSOR and COUNTY hereby agree that Five Thousand Seven Hundred Dollars (\$5,700) shall be
2 COUNTY's share of the cost of the Work. COUNTY shall pay the amount stated above along with the
3 first month's rent following COUNTY occupancy of the Premises.

4
5 Should LESSOR fail to complete the Work within ninety (90) calendar days after execution of the Lease
6 by COUNTY, COUNTY shall reduce subsequent rent due LESSOR by \$100 for each day the completion
7 date of the Work exceeds the above mentioned 90-day period. Said amount shall be considered as
8 liquidated damages to compensate COUNTY for costs incurred as a result of such LESSOR-caused delay.
9 In addition to the amount stated above, COUNTY may, at COUNTY's sole option, upon giving written
10 notice to LESSOR prior to the completion of the Work, terminate the Lease. In the event of such
11 termination, this Lease shall terminate on the date specified in such notice and neither party shall have
12 any further right or obligation to the other with respect to this Lease or the Premises.

13
14 All planning and architectural/design costs required to accomplish the Work shall be LESSOR's
15 responsibility. All plans and working drawings for the Work shall have the approval of the County
16 Executive Officer. Approval by the County Executive Officer of said plans and work drawings shall not
17 relieve LESSOR of the responsibility for complying with all applicable codes and construction
18 requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

19 20 7. ALTERATIONS (4.4 S)

21
22 COUNTY may make improvements and changes in the Premises, including but not limited to the
23 installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate.
24 It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon
25 the Premises by COUNTY shall be considered as personal property of COUNTY, who shall have the right
26 to remove same. COUNTY agrees that the Premises shall be left in as good condition as when received,
27 reasonable wear and tear excepted.

28 29 30 8. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.5 S)

31
32 LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication
33 devices in, on, or around the Premises and LESSOR's building in accordance with COUNTY's OCTNET
34 plans and specifications provided that the provisions of the clause entitled (ALTERATIONS) shall be
35 applicable to such work. It shall be COUNTY's responsibility to obtain all governmental permits and/or
36 approvals required for such installation; however, LESSOR shall reasonably cooperate with COUNTY as
37 necessary or appropriate, to obtain said permits and/or approvals.

Attachment C

1
2 A. Clause 9. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 S) is hereby deleted
3 from the Lease and the following is substituted:

4 “9. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)

5 A. **Lessor Services.** LESSOR shall provide, at its sole cost and expense, except as otherwise
6 provided in this Lease, any and all necessary repair, maintenance and replacement for the
7 Premises and Building and systems therein in good order, condition and repair and in
8 compliance with all applicable laws, including, but not limited to, the replacement, repair and
9 maintenance of the structural portions of the Building, the roof of the Building, the parking
10 facilities and all Building systems including the Heating, Ventilation, Air Conditioning
11 (“HVAC”) system, the plumbing with the exception that COUNTY shall reimburse LESSOR
12 for any expense incurred for repairing plumbing defects caused by the introduction of foreign
13 matter into the plumbing fixtures, electrical and mechanical systems, fire/life safety system,
14 elevators, roof, paving, fire extinguishers and pest control, and whether capital or non-capital
15 (collectively, and together with the janitorial services described in Clause 9(D) below, the
16 “Services”). Upon request, LESSOR shall provide COUNTY with a complete copy of the
17 janitorial and any other contracts for Services of an ongoing nature. Any repairs or
18 replacements performed by LESSOR must be at least equal in quality and workmanship to the
19 original work and be in accordance with all applicable laws. Such repair, maintenance and
20 replacement shall be made promptly to keep the Premises and the Building in the condition
21 described in this Clause 9. Should LESSOR default in its obligations under this clause, the
22 COUNTY may exercise those remedies set forth in Clause 9(B) of this Lease.

23 B. **County Remedies.** If LESSOR fails to provide the Services within fifteen (15) days after
24 SSA/Facilities Services Manager provides written notice thereof to LESSOR specifying any
25 such default and affording LESSOR such fifteen (15) day period to complete the cure of such
26 default, provided, however, that if the cure cannot reasonably be completed within such time
27 period, LESSOR shall be afforded an additional reasonable amount of time to complete the
28 cure, as long as LESSOR commences the cure within such time period and diligently pursues
29 same to completion, without limiting any available remedy to COUNTY, COUNTY may, upon
30 written notice to LESSOR and LESSOR’s lender, to the extent contact information for such
31 lender has been provided in writing to COUNTY, and, at its sole discretion, perform or arrange
32 for the performance of such Services, and deduct the cost thereof plus and administrative
33 charge of ten percent (10%) of the cost from any Monthly Rent payable without further notice.
34 Additionally, in the event that LESSOR fails to provide required Services to the Premises sixty
35 (60) days after the 15-day written notice, above, to LESSOR, LESSOR shall be obligated to
36 pay a penalty to COUNTY of Twenty Five Dollars (\$25) per day until such Services are
37 provided by LESSOR.

32 C. **Warranties.** LESSOR shall initiate at purchase, and keep in force, all manufacturers’
33 warranties including extended warranties for all building equipment. When manufacturer’s
34 warranties for the HVAC, roof and elevator expire, LESSOR will contract with an industry
35 standard maintenance company (“Vendor”) that specializes in the maintenance of such
36 equipment (and for the roof) for regular and scheduled inspections as recommended by the
37 manufacturer, and immediately authorize said Vendor to perform any and all recommended
maintenance to the equipment upon receipt of any inspection report. LESSOR shall authorize
Vendors to provide COUNTY with copies of said reports upon COUNTY request. Should

Attachment C

1 LESSOR fail to comply with the provisions of this clause, COUNTY may exercise those
2 remedies set forth in Clause 9(B).

3 D. **Janitorial Services.** Janitorial supplies and services shall be provided to the Premises
4 consistent with the past practices of LESSOR at the Premises during COUNTY's tenancy on
5 a five (5) day- per-week basis in accordance with Exhibit D (JANITORIAL
6 SPECIFICATIONS). In addition, upon request of COUNTY, LESSOR agrees to provide a
7 copy of the contract with janitorial services as described in Exhibit D, to COUNTY. LESSOR
8 understands that these services are a material consideration of this Lease to COUNTY. Should
9 LESSOR fail to comply with the provisions of this Clause, COUNTY may exercise those
10 remedies set forth in Clause 9(B).

11 E. **Code Compliance.** LESSOR shall be 100% responsible throughout the Term for any cost in
12 the Premises, including all parking facilities, walkways, entrances, hallways and other public
13 spaces, restrooms, and other devices or pathways for ingress and egress to the Premises
14 regardless of cause with all the requirements of the Americans with Disabilities Act ("ADA")
15 and all regulations issued by the U. S. Attorney General or other agencies under the
16 authorization of the ADA, California Building Code, Title 24, Seismic Code, Fire and Life
17 Safety requirements and, if applicable, California Green Building Standard Code. However,
18 LESSOR shall not be responsible for any ADA violations resulting from alterations made by
19 COUNTY or the placement of COUNTY's furniture, fixtures or equipment by COUNTY.
20 LESSOR agrees to reimburse and indemnify, and defend COUNTY for any expenses incurred
21 because of the failure of the Premises to conform with the above cited law and regulations,
22 including the costs of making any alterations, renovations, or accommodations required by the
23 ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties,
24 and damages awarded against COUNTY resulting from a violation or violations of the above-
25 cited law and regulations, and all reasonable legal expenses incurred in defending claims made
26 under the above-cited law and regulations, including reasonable attorneys' fees. Should
27 LESSOR fail to comply with the provisions of this Clause, the COUNTY may exercise those
28 remedies set forth in Clause 9(B).

29 F. **HVAC System.** Air conditioning will be supplied to cause the temperature in Premises at a
30 temperature consistent with other office buildings in Orange County, California, which are
31 typically not less than 72° F nor greater than °75 F, during all COUNTY Working Hours.

32 Said temperature requirements shall be maintained during COUNTY's normal business
33 operating hours ("COUNTY Working Hours") which are:

34 Hours of Operation

34 Days of Operation

35 8:00 a.m. to 6:00 p.m.

35 Monday through Friday

36 Except for COUNTY Holidays, which holidays shall be provided to LESSOR on a yearly
37 basis upon request to COUNTY. Some additional overtime hours may be used from time-to-

Attachment C

1 time on any day, including Sundays, but said overtime hours shall be restricted to a timer or
2 other limiting measures agreed to by LESSOR and COUNTY.

3
4 Notwithstanding the utilities provided during COUNTY Working Hours, LESSOR shall
5 provide HVAC services prior to the beginning of COUNTY Working Hours in order for the
6 temperature parameters required by this Lease, above, to be met and maintained at the
7 beginning and throughout COUNTY Working Hours. There shall be no extra utility charges
8 for HVAC services prior to the beginning of COUNTY Working Hours.

9
10 In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section
11 5142 (“**Regulation 5142**”), and as it may be subsequently amended, LESSOR shall regularly
12 inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and
13 maintenance accordingly. Inspections and maintenance of the HVAC system shall be
14 documented in writing and LESSOR shall retain such records for at least five (5) years.
15 LESSOR shall make all HVAC records required by this section available to COUNTY for
16 examination and copying, within forty-eight (48) hours of a written request. LESSOR
17 acknowledges that COUNTY may be subject to fines and/or penalties for failure to provide
18 said records to regulatory agencies within the given timeframes. Should COUNTY incur fines
19 and/or penalties as a direct result of LESSOR’s failure to provide said records to COUNTY in
20 a timely manner and as set forth herein, LESSOR shall reimburse COUNTY for said fines
21 and/or penalties within thirty (30) days upon written notice. Should LESSOR fail to reimburse
22 COUNTY within thirty (30) days, COUNTY may deduct the amount of the fine and/or penalty
23 from any Monthly Rent payable without further notice.

24
25 **G. Emergency Services.** If LESSOR or its representative cannot be contacted by COUNTY for
26 emergency repairs, as determined by the COUNTY, and/or Services the same day any
27 emergency repairs and/or Services are necessary to remedy the emergency condition or to
28 prevent imminent danger to persons or property, or if LESSOR following such contact by
29 COUNTY is unable or refuses to make the necessary emergency repairs or provide the
30 necessary Services, COUNTY may at its option have the necessary repairs made and/or
31 provide Services to remedy the emergency condition, and deduct the cost thereof, including
32 labor, materials, and overhead from any Monthly Rent payable without further notice.

33 **H. County Misconduct.** In the event any damage to the Premises or any systems therein is caused
34 as a result of the negligence or willful misconduct of COUNTY employees or contractors,
35 repairs are to be made by LESSOR, but the cost of such repairs shall be reimbursed by
36 COUNTY, together with an administrative fee of five percent (5%) of such cost, within sixty
37 (60) days from receipt of an invoice by LESSOR detailing materials and labor and paid in
accordance with Clause 5 (RENT).

Attachment C

- 1 A. Operations Shutdown. Should COUNTY be forced to completely shut down its operations within the
2 Premises due to LESSOR's failure to provide Services required by this Clause 9 for a period of three (3)
3 consecutive days, excluding weekends and holidays, and subject to the provisions of Section 4 of the General
4 Conditions to this Lease, LESSOR shall be obligated to pay a penalty to COUNTY of Two Hundred Dollars
5 (\$200) per day. Should LESSOR's obligation to pay a penalty arise as a result of a shut down due to
6 LESSOR's failure to provide said Services as set forth herein, LESSOR shall pay COUNTY within thirty
7 (30) days of written notice. Should LESSOR fail to pay COUNTY within thirty (30) days, COUNTY may
8 deduct the amount of the penalty from any Monthly Rent payable without further notice."

9 I.

10 ~~9. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 S)~~

11 ~~LESSOR shall provide at its own cost and expense all repair, maintenance, (including fire extinguishers),~~
12 ~~and janitorial supplies and services to Premises, including but not limited to the repair, maintenance, and~~
13 ~~replacement as necessary, of the Heating, Ventilation, Air Conditioning ("HVAC") system.~~

14 ~~During all operating hours the HVAC system serving the Premises shall be capable of maintaining the~~
15 ~~Premises at 78° Dry Bulb at a maximum range of 40% to 60% Relative humidity during the summer when~~
16 ~~the outdoor temperature is 95° Dry Bulb, and at 68° Dry Bulb in the winter when the outside temperature~~
17 ~~is 35° Dry Bulb.~~

18 ~~In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142, and~~
19 ~~as it may be subsequently amended, LESSOR shall inspect the HVAC system at least once annually or on~~
20 ~~a schedule agreed to in writing by LESSOR and COUNTY, and provide repair and maintenance~~
21 ~~accordingly. LESSOR's inspections and maintenance of the HVAC system shall be documented in writing.~~
22 ~~The LESSOR shall at a minimum maintain a record of: (a) the name of the individual(s) inspecting and/or~~
23 ~~maintaining the system, (b) the date of the inspection and/or maintenance, and (c) the specific findings and~~
24 ~~actions taken. The LESSOR shall ensure that such records are retained for at least five (5) years. The~~
25 ~~LESSOR shall make all HVAC records required by this section available to COUNTY for examination~~
26 ~~and copying, within forty eight (48) hours of a written request. LESSOR acknowledges that COUNTY~~
27 ~~may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the~~
28 ~~given timeframes. Should COUNTY incur fines and/or penalties as a direct result of LESSOR's failure to~~
29 ~~provide said records to COUNTY, LESSOR shall reimburse COUNTY for said fines and/or penalties~~
30 ~~within thirty (30) days upon written notice. Should LESSOR fail to reimburse COUNTY within thirty (30)~~
31 ~~days, COUNTY may deduct the amount of the fine and/or penalty from any rent payable.~~

32 ~~Janitorial supplies and services shall be provided on a five day per week basis (Monday through Friday)~~
33 ~~in accordance with Exhibit D (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof.~~
34 ~~If LESSOR fails to provide satisfactory repair, maintenance, and janitorial services to the Premises, the~~
35 ~~County Executive Officer, may notify LESSOR in writing; and if LESSOR does not instigate measures~~
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Attachment C

1 ~~to provide satisfactory service and/or to remedy the unsatisfactory conditions within four (4) days after~~
2 ~~COUNTY has placed such notice in the mail to LESSOR directed to the address shown for LESSOR in~~
3 ~~the clause entitled (NOTICES) below, or has personally delivered such notice to LESSOR, COUNTY~~
4 ~~may provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory~~
5 ~~condition and assure satisfactory service or have others do so, and deduct the cost thereof, including labor~~
6 ~~and materials from any rent payable.~~

7
8 ~~If LESSOR fails to provide satisfactory janitorial supplies to Premises, the County Executive Officer, may~~
9 ~~notify LESSOR either verbally or in writing; and if LESSOR does not provide janitorial supplies within~~
10 ~~twenty four (24) hours after LESSOR has received such written notice from COUNTY, COUNTY may~~
11 ~~provide the janitorial supplies necessary or have others do so, and deduct the cost thereof, including labor~~
12 ~~and materials from any rent payable.~~

13
14 ~~If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs and/or services~~
15 ~~the same day any emergency repairs and/or services are necessary to remedy the emergency condition, or~~
16 ~~if LESSOR following such contact by COUNTY is unable or refuses to make the necessary repairs within~~
17 ~~reason or provide the necessary services, COUNTY may at its option have the necessary repairs made~~
18 ~~and/or provide services to remedy the emergency condition, and deduct the cost thereof, including labor~~
19 ~~and materials from any rent payable.~~

20 //

21 10.9. UTILITIES (5.2 S)

22
23 LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied
24 to the Premises except telephone, which shall be the obligation of COUNTY. Should LESSOR fail to
25 provide utility service to the Premises, COUNTY may provide such service and deduct the cost thereof,
26 including overhead, from any rent payable. LESSOR shall provide said services during normal business
27 hours which are:

<u>Hours of Operation</u>	<u>Days of Operation</u>
8:00 a.m. to 6:00 p.m.	Mondays
8:00 a.m. to 6:00 p.m.	Tuesdays
8:00 a.m. to 6:00 p.m.	Wednesdays
8:00 a.m. to 6:00 p.m.	Thursdays
8:00 a.m. to 6:00 p.m.	Fridays
8:00 a.m. to 6:00 p.m.	Saturdays

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36 (Holidays of the County of Orange excepted).
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Attachment C

1 Should COUNTY require utility services at times other than during normal business hours, COUNTY shall
2 pay LESSOR Fifty Dollars (\$50) for each hour utility services are used during times other than normal
3 business hours. LESSOR and COUNTY agree that said hourly rates will be charged in one-half hour
4 increments with a two (2) hour minimum. LESSOR shall provide COUNTY with a written statement of
5 its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location
6 and duration of such usage, along with a summary of the COUNTY's monthly charges. COUNTY shall
7 pay LESSOR for excess usage with the following month's rent as Additional Rent.

8
9 B. Clause 11. INSURANCE (5.3 S) is hereby deleted from the Lease in its entirety and replaced with the
10 following:

11 "11. INSURANCE (5.3 S)

12
13 Commercial Property Insurance: LESSOR shall obtain and keep in force during the term of
14 this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10
15 10 12, or a substitute form providing coverage at least as broad, with all risk or special form
16 coverage, covering the loss or damage to the Premises to the full insurable value of the
17 improvements located on the Premises (including the full value of all improvements and fixtures
18 owned by LESSOR) at least in the amount of the full replacement cost thereof, and in no event
19 less than the total amount required by any lender holding a security interest.

20
21 LESSOR agrees to and shall include in the policy or policies of commercial property insurance a
22 standard waiver of the right of subrogation against the County of Orange, its elected and
23 appointed officials, officers, agents and employees by the insurance company issuing said policy
24 or policies. LESSOR shall provide the County of Orange with a Certificate of Insurance as
25 evidence of compliance with these requirements.

26
27 Commercial General Liability Insurance: LESSOR shall obtain and keep in force during the
28 term of this Lease a policy or policies of commercial general liability insurance covering all
29 injuries occurring within the building and the Premises. The policy or policies evidencing such
30 insurance shall provide the following:

- 31
32 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
33 broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
34 *employees* as an additional insured, or provide blanket coverage which will state, *AS*
35 *REQUIRED BY WRITTEN AGREEMENT:*
36 2) A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at
37 least as broad evidencing that the Lessor's insurance is primary and any insurance or self-
insurance maintained by the County of Orange shall be excess and non-contributing;

Attachment C

- 1 3) LESSOR shall notify County in writing within thirty (30) days of any policy cancellation and
2 ten (10) days for non-payment of premium and provide a copy of the cancellation notice to
3 County. Failure to provide written notice of cancellation may constitute a material breach of
4 the Lease, upon which the County may suspend or terminate this Lease.
- 4 4) Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million
5 Dollars (\$2,000,000) aggregate; and
- 5 5) The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
6 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most
7 current edition of the **Best's Key Rating Guide/Property-Casualty/United States or**
8 **ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in
9 the state of California (California Admitted Carrier).

10 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk
11 Management retains the right to approve or reject a carrier after a review of the company's
12 performance and financial ratings. Prior to the Commencement Date of this Lease and upon
13 renewal of such policies, LESSOR shall submit to COUNTY a Certificate of Insurance and
14 required endorsements as evidence that the foregoing policy or policies are in effect.

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

18 ~~11. INSURANCE (5.3 S)~~

19 ~~**Property/Fire Insurance:** LESSOR shall obtain and keep in force during the term of this Lease a policy~~
20 ~~or policies of property and fire insurance with extended coverage, covering the loss or damage to the~~
21 ~~Premises to the full insurable value of the improvements located on the Premises, (including the full value~~
22 ~~of all improvements, and fixtures owned by LESSOR), at least in the amount of the full replacement cost~~
23 ~~thereof, and in no event less than the total amount required by any lender holding a security interest,~~
24 ~~against all perils included within the classification of fire, extended coverage, vandalism, malicious~~
25 ~~mischief, special extended perils ("all risk" as such term is used in the insurance industry) and shall name~~
26 ~~the COUNTY as an additional insured.~~

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

30 ~~LESSOR's insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or~~
31 ~~companies) acceptable to COUNTY and licensed to do business in the state of California, (b) shall provide~~
32 ~~that such policies shall not be subject to material alteration or cancellation without at least thirty (30) days~~
33

Attachment C

1 ~~prior written notice to COUNTY, and (c) shall be primary, and any insurance carried by COUNTY shall~~
2 ~~be excess and non-contributing. LESSOR's policy or policies, or duly executed certificates for them, shall~~
3 ~~be deposited with COUNTY prior to the Commencement Date of this Lease, and prior to renewal of such~~
4 ~~policies. If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR~~
5 ~~under this Lease, COUNTY may, but shall not be required to, order such insurance and deduct the cost~~
6 ~~thereof plus any COUNTY administrative charges from the rent thereafter payable.~~

7
8 ~~**Liability Insurance:** LESSOR shall obtain and keep in force during the term of this Lease a policy or~~
9 ~~policies of comprehensive liability insurance covering all injuries occurring within the building and the~~
10 ~~Premises. The policy or policies evidencing such insurance shall name COUNTY as an additional insured,~~
11 ~~shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to~~
12 ~~COUNTY, and shall provide for a combined coverage of bodily injury and property damage in the amount~~
13 ~~of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance~~
14 ~~company licensed to do business in the State of California and in a form acceptable to COUNTY. Prior~~
15 ~~to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to~~
16 ~~COUNTY suitable evidence that the foregoing policy or policies are in effect.~~

17
18 C. Clause 12. LIABILITY (5.4 S) is hereby deleted from the Lease in its entirety and replaced with the
19 following:

“12. INDEMNIFICATION (5.5 A S)

20
21 COUNTY shall defend, indemnify and save harmless LESSOR and the LESSOR Parties, from and
22 against any and all claims, demands, losses, or liabilities of any kind or nature which LESSOR or the
23 LESSOR Parties may sustain or incur or which may be imposed upon them for injury to or death of
24 persons, or damage to property as a result of, or arising out of, the negligence or intentional
25 misconduct of COUNTY or the COUNTY Parties, in connection with the occupancy and use of the
26 Premises by COUNTY or the COUNTY Parties.

27 Likewise LESSOR shall defend, indemnify and save harmless COUNTY and COUNTY Parties from
28 and against any and all claims, demands, losses, or liabilities of any kind or nature which COUNTY
29 or the COUNTY Parties may sustain or incur or which may be imposed upon them for injury to or
30 death of persons, or damage to property as a result of, or arising out of, the negligence or intentional
31 misconduct of LESSOR or the LESSOR Parties, in connection with the maintenance or use of the
32 Premises by LESSOR or the LESSOR Parties.”

33 ~~12. LIABILITY (5.4 S)~~

34 ~~LESSOR and COUNTY each agree to assume sole responsibility to defend against any and all claims for~~
35 ~~injuries to persons or damage to property which may arise, in whole or in part, from the imposition of~~
36 ~~legal liability for the acts, omissions and conduct of the LESSOR on the one hand or COUNTY on the~~
37 ~~other, and specifically agree that neither LESSOR nor COUNTY shall be obligated to defend or indemnify~~

Attachment C

1 ~~the other for claims which create potential legal liability arising out of the acts, omissions or conduct of~~
2 ~~the other party to this Lease.~~

3 //

4 //

5 //

6 //

7 13.10. TAXES AND ASSESSMENTS (5.6 S)

8
9 All taxes and assessments which become due and payable upon the Premises shall be the full responsibility
10 of LESSOR, and LESSOR shall cause said taxes and assessments to be paid prior to the due date. Should
11 LESSOR fail to pay taxes and assessments due upon the Premises, COUNTY may pay such amount due
12 and deduct the cost thereof from the rent thereafter payable.

13 14 14.11. BUILDING AND SAFETY REQUIREMENTS (5.7 S)

15
16 During the full term of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises in
17 compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are
18 applicable on the date of this Lease, and as they may be subsequently amended.

19
20 Included in this provision is compliance with the Americans with Disabilities Act (ADA) and all other
21 federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the
22 dates of this Lease, and as they may be subsequently amended.

23
24 LESSOR further agrees to maintain the Premises as a "safe place of employment," as defined in the
25 California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3,
26 beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions
27 of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the
28 date of this Lease, and as they may be subsequently amended.

29
30 In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, COUNTY may,
31 notwithstanding any other termination provisions contained herein:

32
33 A. Terminate this Lease; or

34
35 B. At COUNTY's sole option, cure any such default by performance of any act, including payment
36 of money, and subtract the cost thereof plus reasonable administrative costs from the rent.

Attachment C

1 ~~15.12.~~ TOXIC MATERIALS (5.9 S)

2
3 COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations
4 relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive
5 matter, including, but not limited to, those materials identified in Title 26 of the California Code of
6 Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall defend,
7 indemnify and hold LESSOR, its officers, directors, employees, agents, and representatives, harmless
8 from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in
9 connection with the storage, use, and disposal of Toxic Materials on the Premises by COUNTY. If the
10 storage, use, and disposal of Toxic Materials on the Premises by COUNTY results in contamination or
11 deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels
12 established by any governmental agency having jurisdiction over such contamination, COUNTY shall
13 promptly take any and all action necessary to clean up such contamination.

14
15 Likewise, LESSOR hereby warrants and represents that LESSOR has in the past and will hereafter comply
16 with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and
17 hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26
18 of the California Code of Regulations (collectively "Toxic Materials"). LESSOR shall be responsible for
19 and shall defend, indemnify and hold COUNTY, its officers, directors, employees, agents, and
20 representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and
21 costs arising out of or in connection with the previous, current and future storage, use and disposal of
22 Toxic Materials on the Premises (or building if the Premises comprises only a portion of said building) by
23 LESSOR. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises
24 by LESSOR results in contamination or deterioration of water or soil resulting in a level of contamination
25 greater than maximum allowable levels established by any governmental agency having jurisdiction over
26 such contamination, LESSOR shall promptly take any and all action necessary to clean up such
27 contamination.

28
29 ~~16.13.~~ SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE (6.4 S)

30
31 This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or deed
32 of trust which does now or may hereafter cover the Premises or any interest of LESSOR therein, and to
33 any and all advances made on the security thereof, and to any and all increases, renewals, modifications,
34 consolidations, replacements and extensions of any such mortgage or deed of trust; except, insofar as
35 COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust
36 shall not result in the termination of this Lease or the displacement of COUNTY.

Attachment C

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

8
9 Notwithstanding the above, this Lease is contingent upon LESSOR's obtaining a Subordination,
10 Attornment and Non-Disturbance Agreement from LESSOR's lender, within thirty (30) days of
11 LESSOR's execution of this Lease. LESSOR shall require all future lenders on the Premises upon
12 initiation of their interest in the Premises, to enter into a Subordination, Attornment and Non-Disturbance
13 Agreement with COUNTY thereby insuring COUNTY of its leasehold interests in the Premises. Said
14 Subordination, Attornment and Non-Disturbance Agreement shall be in the form of COUNTY's standard
15 form Subordination, Attornment and Non-Disturbance Agreement shown on "Exhibit E," attached hereto
16 and by reference made a part hereof, or in a form approved by the County Executive Officer, Manager of
17 Corporate Real Estate, and County Counsel.

18
19 Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at
20 foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be
21 responsible for all liabilities of the LESSOR under the terms of this Lease.

22
23 Upon default by LESSOR of any note or deed of trust, COUNTY may, at its option, make all lease
24 payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future
25 installments due under such note or deed of trust.

26 17.14. ESTOPPEL CERTIFICATE (6.5 S)

27
28
29 COUNTY agrees that the County Executive Officer shall furnish from time to time upon receipt of a
30 written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any
31 interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to
32 the current status of the Lease. The *Estoppel Certificate* shall be approved by the County Executive
33 Officer, the Manager of Corporate Real Estate, and County Counsel.

34 18.15. DEFAULTS AND REMEDIES (6.8 S)

35
36
37 The occurrence of any of the following shall constitute an event of default:

Attachment C

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

//

//

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.

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.

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.

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.

19.16. 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 the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to the COUNTY's default under the Lease. 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.

Attachment C

1 20.17. LABOR CODE COMPLIANCE (6.10 S)

2
3 LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a
4 condition precedent to the commencement of the term of this Lease or any such future improvements or
5 modifications performed by LESSOR at the request of COUNTY shall be governed by, and performed in
6 accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
7 of California (Sections 1770, et seq.). These provisions are applicable to improvements or modifications
8 costing more than \$1,000.

9
10 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County
11 Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing
12 rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or
13 type of workman needed to execute the aforesaid improvements or modifications from the Director of the
14 State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the
15 State of California, Department of Industrial Relations, or the County Executive Officer.

16
17 LESSOR hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage
18 rates at all times for all improvements or modifications to be completed for COUNTY within the premises,
19 and LESSOR herein agrees that LESSOR shall post, or cause to be posted, a copy of the most
20 current, applicable prevailing wage rates at the site where the improvements or modifications are
21 performed.

22
23 Prior to commencement of any improvements or modifications, LESSOR shall provide the County
24 Executive Officer with the applicable certified payroll records for all workers that will be assigned to the
25 improvements or modifications. Said payroll records shall contain, but not be limited to, the complete
26 name, address, telephone number, social security number, job classification, and prevailing wage rate for
27 each worker. LESSOR shall provide, the County Executive Officer bi-weekly updated, certified payroll
28 records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly
29 wage rates, and total wages paid.

30
31 If LESSOR neglects, fails, or refuses to provide said payroll records to the County Executive Officer, such
32 occurrence shall constitute an event of default of this lease and COUNTY may, notwithstanding any other
33 termination provisions contained herein:

34 A. Terminate this Lease; or

35
36 B. At COUNTY sole option, COUNTY may deduct future rent payable to LESSOR by COUNTY as
37 a penalty for such non-compliance of paying prevailing wage, which rent deduction would be

Attachment C

1 COUNTY's estimate, in its sole discretion, or such prevailing wage rates not paid by LESSOR.

2 //

3 //

4 //

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

11 21.18. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)

12
13 In accordance with the United States Immigration Reform and Control Act of 1986, LESSOR shall require
14 its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any
15 manner whatsoever, to verify their identity and eligibility for employment in the United States. LESSOR
16 shall also require and verify that its contractors or any other persons servicing the Premises or terms and
17 conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their
18 eligibility for employment in the United States.

19
20 Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of
21 California Labor Code, Section 1178.5, LESSOR shall pay no less than the greater of the Federal or
22 California minimum wage to all its employees that directly or indirectly service the Premises, in any
23 manner whatsoever. LESSOR shall require and verify that all its contractors or other persons servicing
24 the Premises on behalf of the LESSOR also pay their employees no less than the greater of the Federal or
25 California minimum wage.

26
27 LESSOR shall comply and verify that its contractors comply with all other Federal and State of California
28 laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing
29 of the Premises or terms and conditions of this Lease.

30
31 Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable,
32 shall comply with the prevailing wage and related requirements, as provided for in the Clause (LABOR
33 CODE COMPLIANCE) of this Lease.

34 35 19. "23. NOTICES (8.1 S)

36 All notices given pursuant to this Lease shall be in writing (unless otherwise specified herein).
37

Attachment C

1 addressed as set forth below or as either Party may hereafter designate by notice and shall be deemed
2 delivered (a) upon personal delivery (which shall include delivery by a courier or overnight delivery
3 service), or (b) delivery by e-mail transmission (provided that a copy of such notice is concurrently sent by
4 one of the other methods of service) but only if sent during COUNTY Working Hours, or otherwise on the
5 next business day, or (c) seventy-two (72) hours after deposit in the United States Mail.

6
7 TO: LESSOR

TO: COUNTY

8
9 Charles Manh and Ahn Manh
10 Manh Family Trust
11 8990 Westminster Blvd., Second Floor
12 Westminster, CA 92683
13 E-mail: CharlieManh@ Hotmail.com

County of Orange
Social Services Agency
500 N. State College Boulevard, 6th Floor
Orange, CA 92868
Attn: Director, Administrative Services
Phone: (714) 541- 7712
E-mail: An.Tran@ssa.ocgov.com

14
15
16 With a copy to:

17
18 County Executive Office
19 333 W. Santa Ana Boulevard, 3rd Floor
20 Santa Ana, CA 92701
21 Attention: Chief Real Estate Officer
22 Phone: (714) 834-3046
23 E-mail: Scott.Mayer@ocgov.com”

24 ~~22. NOTICES (8.1 S)~~

25
26 ~~All written notices pursuant to this Lease shall be addressed as set forth below or as either party may~~
27 ~~hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by~~
28 ~~facsimile machine, or seventy two (72) hours after deposit in the United States Mail.~~

29
30 ~~TO: LESSOR~~

~~TO: COUNTY~~

31 ~~Charles H. Manh and Anh Manh~~
32 ~~Manh Family Trust~~
33 ~~8990 Westminster Blvd., Second Floor~~
34 ~~Westminster, CA 92683~~

~~County of Orange~~
~~RDMD/Corporate Real Estate~~
~~300 N. Flower Street, Suite 646~~
~~Santa Ana, CA 92703~~
~~Attn: Manager~~

35
36
37 ~~23.20.~~ ATTACHMENTS (8.2 S)

Attachment C

1
2 This Lease includes the following, which are attached hereto and made a part hereof:
3

4 I. GENERAL CONDITIONS

5 II. EXHIBITS

6 A. Description - Premises

7 B. Plot Plan - Premises

8 C. Plans and Specifications

9 D. Janitorial Specifications

10 E. Subordination, Attornment, and Non-Disturbance Agreement

11 **“27 PERFORMANCE (4.1 N)**

12 LESSOR hereby agrees to complete at LESSOR’s sole expense, within sixty (60) calendar days of
13 July 1, 2017, the repairs listed below:

14 A. Install insulation in attic space above premises.

15 B. Replace all water stained ceiling tiles inside premises.

16
17 Should LESSOR default in its obligations under this clause, the COUNTY may exercise those
18 remedies set forth in Clause 9(B) of this Lease.”

19 #

20 **//“28. OPTION TO EXTEND TERM (2.3 N)**

21 COUNTY’s Chief Real Estate Officer, shall have the option to extend the term of this Lease for
22 one (1) four (4) year period (“**Extension Period**”) beyond June 30, 2021, on the same terms and
23 conditions of this Lease which shall memorialized in an amendment to the Lease except for (a) the
24 base rent (“**Extension Option Base Rent**”), which shall be negotiated at the time of the option as
25 set forth below, and the base year for operating expenses, which will be reset to the calendar year
26 prior to the year in which the option is exercised. The Extension Period shall not contain an option
27 for COUNTY to terminate the lease during the term of the Extension Period. COUNTY shall give
28 to LESSOR written notice of its intent to exercise its option to extend the term of this Lease for
29 one (1) four (4) year period no sooner than twelve (12) months or later than four (4) months prior
30 to the Lease termination date.

31
32 Subject to other provisions contained in this Lease, including Clause 30 (PAINTING AND
33 CARPET), COUNTY shall accept the Premises during the Extension Period in the Premises’ “as-
34 is, where-is” condition. The Extension Option Base Rent shall be defined as Fair Market Rental
35 Rate, defined and determined as set forth below in this Clause.

36 -
37

Attachment C

1 Following COUNTY's notice to LESSOR of its intent to extend the Lease for the Extension Period,
2 COUNTY and LESSOR shall work in good faith and with commercially diligent and good faith
3 efforts for sixty (60) days (the "Initial Negotiation Period") in an effort to agree upon the Fair
4 Market Rental Rate. When the Parties agree that negotiations are concluded, or by the expiration
5 of the Initial Negotiation Period, LESSOR will provide COUNTY written notification of either the
6 agreed upon Fair Market Rental Rate or LESSOR's last best offer (the "Last Best Offer").

7 -
8 In the event that within or at the expiration of the Initial Negotiation Period COUNTY and LESSOR
9 cannot agree upon the Fair Market Rental Rate, COUNTY and LESSOR by the end of the following
10 thirty (30) days (the "Second Negotiation Period") shall attempt to determine the Fair Market
11 Rental Rate by surveying and compiling rents for Class A office building properties similar in
12 character, condition and quality to the subject property and located within a five (5) mile radius of
13 the Building ("Qualified Buildings"), using industry standard sources and databases which contain
14 lease information, lease comps, building specifications and space availabilities. The "Fair Market
15 Rental Rate" shall be determined as follows: LESSOR and COUNTY shall independently survey
16 Qualified Buildings that (i) contain at least 5,000 rentable square feet; (ii) offer a similar quantity
17 of parking as the subject property; (iii) are otherwise similar in quality and function as the subject
18 property; and (iv) which have either entered into an arms-length transaction with an unaffiliated
19 tenant of at least 2,000 rentable square feet within the past twelve (12) months or which have at
20 least 5,000 rentable square feet of space available for lease (collectively, the "Criteria"). LESSOR
21 and COUNTY shall each submit a list of up to five (5) Qualified Buildings. The two lists shall be
22 consolidated into one master list. In the event of a discrepancy involving the same Qualified
23 Building, COUNTY and LESSOR shall use best efforts to reconcile the difference. If either the
24 highest or lowest quoted rates deviate by more than ten percent (10%) from the next closest rate,
25 that building will be eliminated from the final master list ("Final Master List"). The per square
26 foot rental rate ("Rental Rate") from each building shall be the monthly full service gross base rent
27 per rentable square foot received or quoted by each Qualified Building, the Rental Rate shall
28 exclude rent abatement concessions, but such Rental Rate shall include market tenant improvement
29 allowances for renewing tenants, taking into account the cost to LESSOR to make periodic
30 improvements to the Premises as provided in this Lease. The Rental Rate shall be compiled to the
31 Final Master List and shall be summed and the summation divided by the number of Qualified
32 Buildings (less any omitted Qualified Buildings) as follows:

33
34 Total Rental Rate of Considered Bldgs. ÷ Number of Considered Bldgs. = Fair Market Rental Rate

35 -

36 The Extension Option Base Rent for the Option Period will be calculated as follows:

37 -

Attachment C

Extension Option Base Rent = Fair Market Rental Rate

-

In no event shall the Extension Option Base Rent for the Option Period be greater than LESSOR's Last Best Offer and the final determination will be binding on both Parties. There shall be no abatement of rent or Tenant Improvements, unless the Parties agree to such terms otherwise except for Clause 30 (PAINTING AND CARPET); the Extension Option Base Rent shall increase by three percent (3%) per annum during the Extension Period; and no other terms of the Lease shall change. COUNTY and LESSOR agree to then enter into a Lease amendment to consummate the transaction within a reasonable time period following determination of the Extension Option Base Rent, with time being of the essence."

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

APPROVED AS TO FORM:

LESSOR

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

CHARLES H. MANH and ANH MANH,
Co-Trustees of the MANH FAMILY TRUST,
dated August 15, 2006

By _____
Deputy

By: _____
CHARLES H. MANH, Co-Trustee

Date _____

By: _____
ANH MANH, Co-Trustee

RECOMMENDED FOR APPROVAL:

Social Service Agency

Attachment C

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BY:
Carol Wiseman, Deputy Director

County Executive Office

BY:
Gail Dennis, Administrative Manager
Real Estate Services

~~RECOMMENDED FOR APPROVAL:~~

COUNTY

~~First District~~

COUNTY OF ORANGE

~~By~~ _____

Chairman, Board of Supervisors

~~Resources & Development Management
Department~~

~~By~~ _____
~~Corporate Real Estate~~

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

DARLENE J. BLOOM
Clerk of the Board of Supervisors
of Orange County, California

1 required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within sixty (60)
2 days, or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY's sole option,
3 terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor,
4 materials, and overhead from any rent thereafter payable.

5
6 In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for
7 occupancy, this Lease and/or any option shall in no way be rendered null and void and LESSOR shall
8 immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including
9 replacement of all tenant improvements) to the condition which existed immediately prior to the
10 destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is
11 accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the
12 Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days
13 of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by
14 COUNTY, COUNTY may, at COUNTY's sole option, terminate this Lease or complete the restoration and
15 deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

16
17 Further, LESSOR, at COUNTY's request, shall provide a suitable, COUNTY-approved temporary facility
18 ("Facility") for COUNTY's use during the restoration period for the Premises. The Facility may be leased,
19 at market rate, under a short term lease, for which the COUNTY will reimburse LESSOR the cost thereof,
20 on a monthly basis.

21
22 5. AMENDMENT (9.5 S)

23
24 This Lease sets forth the entire agreement between LESSOR and COUNTY and any modification must
25 be in the form of a written amendment.

26
27 6. PARTIAL INVALIDITY (9.6 S)

28
29 If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to
30 be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and
31 effect and shall in no way be affected, impaired, or invalidated thereby.

32
33 7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)

34
35 If either party hereto shall be delayed or prevented from the performance of any act required hereunder
36 by reason of acts of God, performance of such act shall be excused for the period of the delay; and the
37 period for the performance of any such act shall be extended for a period equivalent to the period of such

1 delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

2
3 8. WAIVER OF RIGHTS (9.9 S)

4
5 The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions, and
6 covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or COUNTY
7 may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of
8 the terms, conditions, and covenants herein contained.

9
10 9. HOLDING OVER (9.10 S)

11
12 In the event COUNTY shall continue in possession of the Premises after the term of this Lease, such
13 possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall
14 be governed by the conditions and covenants contained in this Lease.

15
16 10. HAZARDOUS MATERIALS (9.11 S)

17
18 LESSOR warrants that the Premises is free and clear of all hazardous materials or substances.

19
20 11. EARTHQUAKE SAFETY (9.12 N)

21
22 LESSOR is informed and believes that the Premises is not in violation of any applicable seismic safety
23 regulations and building codes.

24
25 12. QUIET ENJOYMENT (9.13 S)

26
27 LESSOR agrees that, subject to the terms, covenants and conditions of this Lease, COUNTY may, upon
28 observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly
29 occupy the Premises.

30
31 13. WAIVER OF JURY TRIAL (9.15 S)

32
33 Each party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect
34 to its rights to trial by jury, and each party, for itself and its successors and assigns, does hereby expressly
35 and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim
36 brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or
37 subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way

1 | connected with this agreement and/or any claim of injury or damage.

2 |
3 | 14. GOVERNING LAW AND VENUE. (9.16 S)

4 |
5 | This agreement has been negotiated and executed in the State of California and shall be governed by and
6 | construed under the laws of the State of California. In the event of any legal action to enforce or interpret
7 | this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange
8 | County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
9 | notwithstanding Code of Civil Procedure section 394.

10 |
11 | 15. TIME (9.17 S)

12 |
13 | Time is of the essence of this Lease.

14 | //

15 | //

EXHIBIT A

LEASE DESCRIPTION (10.1 S)

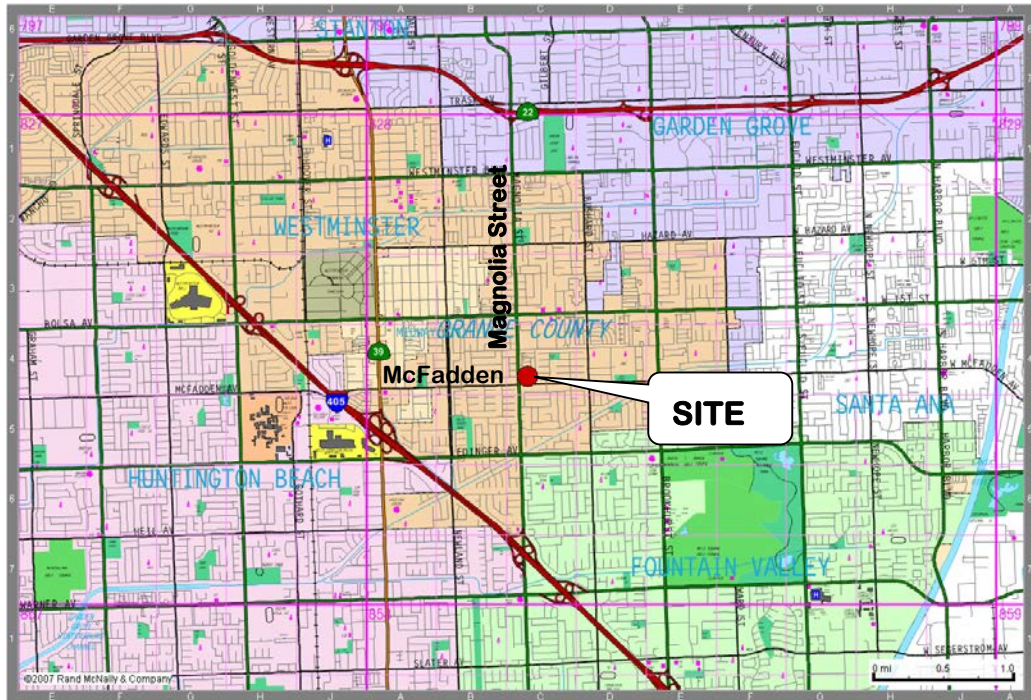
PROJECT NO: RDMD/ALS/BOS-07-026 DATE: August 10, 2007

PROJECT: Community Customer Service Center VERIFIED BY: John Beck

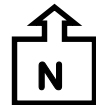
All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of the second floor of that certain one (1) story building located at 15460 Magnolia Street, in the City of Westminster, County of Orange, State of California, together with non-exclusive use of 6 parking spaces in the parking areas shown on Exhibit B.

NOT TO BE RECORDED

EXHIBIT B



15460 MAGNOLIA STREET, WESTMINSTER



PREMISES

Project Number: RDMD/ALS/BOS-07-026
 Project Name: BOS/Community Center
 Address: 15460 Magnolia Street

Prepared By: John Beck
 Checked By:

COUNTY OF ORANGE
FIRST DISTRICT

Westminster, CA 92683

Date: 8/22/2007

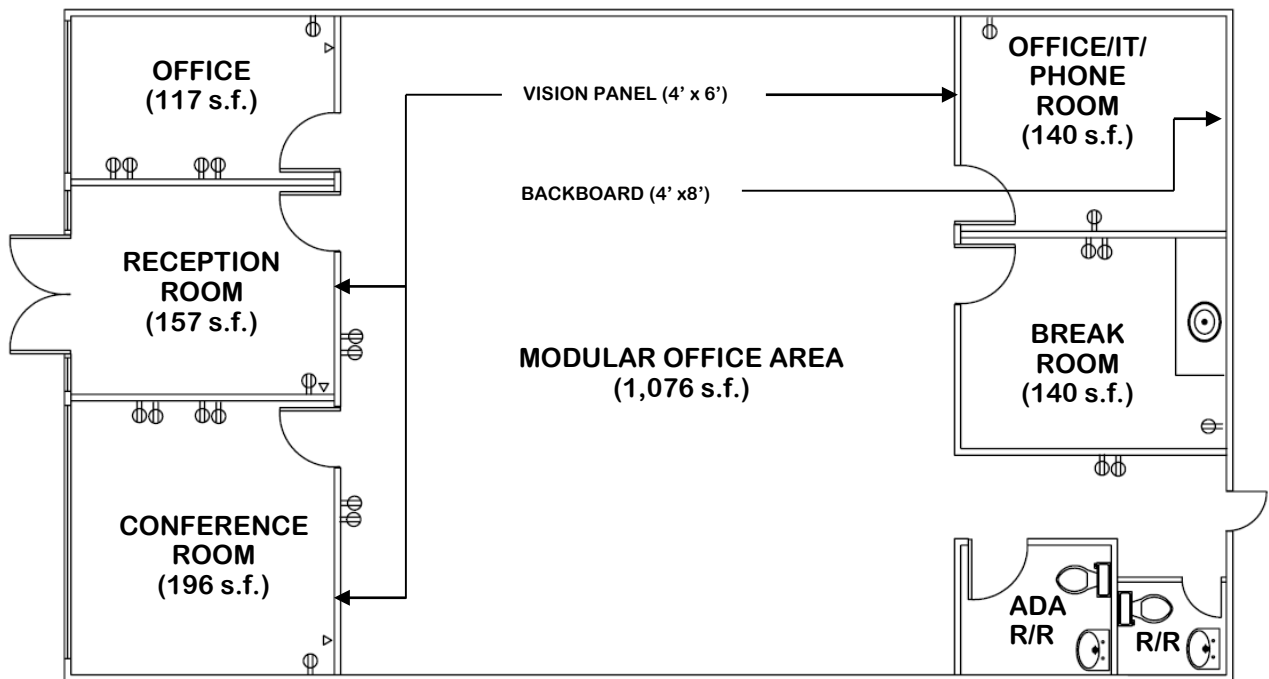
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EXHIBIT C

SCOPE OF WORK

LESSOR shall perform the following Work prior to the Commencement Date of this Lease and according to the Tenant Improvement Performance Specifications that follow:

1. Remove all fixtures and signage from walls.
2. Patch and re-paint all painted surfaces.
3. Re-carpet all carpeted floor areas.
4. Replace stained ceiling tiles.



(NOT TO SCALE)

**TENANT IMPROVEMENT
PERFORMANCE SPECIFICATIONS (10.3 S)**

1. GENERAL NOTES

A. All Work shall be done in accordance with these specifications. LESSOR's architect will obtain the "acceptance" signature of the County Executive Officer.

~~B. These specifications define minimum acceptable standards. They are not to be construed as limiting the items requiring maintenance or repair but shall include any additional remedy necessary to repair or make safe any unsatisfactory condition.~~

~~— All Work shall be done in a neat and Workmanlike manner.~~

~~C. All building codes, "The Americans with Disabilities Act" (ADA), and local authorities' requirements applicable to this facility shall be met. In case of conflict(s), codes and plans shall take precedence over these general specifications.~~

~~D. Provide any required Work involving the removal or abatement of any asbestos containing materials and comply with all applicable regulations; including but not limited to those promulgated by the Environmental Protection Agency, the Occupational Safety and Health Administration, and the California Code of Regulations.~~

~~E. The County Executive Officer must review and accept the space plan(s) and furniture layout plan(s) prior to the commencement of Work.~~

~~— The LESSOR shall provide one set of erasable Mylar, two sets of blacklines, and one reduced set, (11" x 17"), for final acceptance signatures. See Section 11, Note B.~~

~~F. Provide furniture plan(s) for the review and acceptance of the County Executive Officer. The furniture shown on plan(s) is not a part of this contracted Work.~~

~~— Changes to the accepted space plan(s), and specifications shall be made only upon written approval by the County Executive Officer.~~

#

1 ~~The County Executive Officer shall be notified immediately by LESSOR/Contractor should any~~
2 ~~discrepancy or other question arise pertaining to the working drawings that cause deviation in~~
3 ~~any way from the accepted space plan(s) or specifications.~~

4
5 ~~G. The LESSOR shall be solely responsible for any resultant costs of field modifications/changes~~
6 ~~from the accepted space plan(s) due to unforeseen building conditions and/or code requirements.~~

7
8 H. All materials shall be minimum commercial-grade quality. Finishes and colors shall be selected
9 by the County Executive Officer prior to commencement of Work.

10
11 I. The LESSOR/Contractor shall verify all dimensions and conditions at the site before starting
12 Work. Noted dimensions take precedence over scale.

13
14 J. ~~Provide any wall and floor saw cutting and/or core drilling needed to complete the installations~~
15 ~~of all equipment, fixtures, and utilities shown on space plan(s).~~

16
17 ~~K. Provide and install, signage to consist of, but not be limited to; exterior signs(s), directory~~
18 ~~sign(s), suite entry door sign(s), room and cubicle numbers, department title(s), other signs as~~
19 ~~required by the County Executive Officer and by local codes and ordinances, (i.e., no smoking~~
20 ~~signs, emergency evacuation plan(s), and all required exit signs with directional arrows).~~

21
22 ~~All signs to be done to COUNTY & ADA standards, including but not limited to braille~~
23 ~~requirements, etc.~~

24
25 L. Provide and install ABC type fire extinguishers with semi-recessed plastic face cabinets as
26 required by codes and COUNTY safety officer; including those in all computer room(s) and/or
27 telephone switch room(s).

28
29 ~~M. Provide and install security as required by the County Executive Officer, city building~~
30 ~~ordinances where applicable, and COUNTY safety officer.~~

31
32 ~~N. LESSOR's architect shall generate the punch list and furnish the County Executive Officer with~~
33 ~~two copies at the time of substantial completion inspection.~~

34
35 O. COUNTY recognizes that LESSOR/Contractor will be using existing improvements and
36 materials whenever possible. However the County Executive Officer reserves the right of final
37 selection of colors, finishes and styles.

1
2 P. These space plan(s) were not prepared for the intent of obtaining building permits. Any
3 additional plans or details necessary to obtain the required permits shall be the responsibility of
4 the LESSOR.

5
6 **2. INTERIOR PARTITIONS**

7
8 ~~A. Partitions, except as otherwise indicated, shall be of 3 5/8" nominal stud construction with~~
9 ~~minimum 5/8" gypsum board on each side. Joints shall be taped or joined with acceptable~~
10 ~~mechanical joints to provide a continuous surface, suitable for a high grade, durable finish. All~~
11 ~~newly constructed wall intersections in heavy traffic areas shall receive a "Bullnose" detail in~~
12 ~~treatment. (Corner guards are acceptable).~~

13
14 ~~B. All new full height partitions shall be sound insulated, have at lease 3" fiberglass insulation and a~~
15 ~~sound transmission class, (STC), rating of 49 minimum.~~

16
17 C. All gypsum board partitions shall be treated with one sealer coat, then painted with one
18 undercoat and one finish coat of Dunn-Edwards semi-gloss latex paint or accepted equivalent.

19
20 ~~D. Restroom wainscot(s) shall be 54" high ceramic tile.~~

21
22 **3. CEILINGS**

23
24 ~~A. The ceiling height shall be a minimum of 9' 0" throughout (except restrooms). Existing ceilings~~
25 ~~to remain.~~

26
27 ~~B. Provide and install R-19 Batt. insulation over all ceilings and soffits (foil faced where HVAC~~
28 ~~return air plenum ceilings are used).~~

29
30 ~~C. New or reconditioned ceilings shall be acoustical material faced. Lighting shall be recessed into~~
31 ~~the ceiling and meet the requirements of section 8, item "A."~~

32
33 **4. FLOORING**

34
35 A. Provide and install new flooring finish materials that meet or exceed the requirements of this
36 section.

1 ~~B. All areas are to be carpeted unless noted otherwise.~~

2
3 C. Carpet shall be 100% continuous filament nylon (Antron III or equal) with static control, yarn
4 wt./S.Y. min. 26 oz. level loop to min. 35 oz. cut pile, 1/8" to 5/32" gauge, 9.5 to 10.5 stitches/in.
5 and have .150" to .290" pile height, and solution dyed. Carpet shall be direct glue down.

6
7 ~~D. Unless otherwise specified or required by code, vinyl composition tile (VCT) shall be a~~
8 ~~minimum of 3/32" thick with color and pattern completely though tile thickness.~~

9
10 E. Provide and install new 4-inch high wall bases throughout.

11
12 ~~F. Provide and install all floor reinforcing in areas where raised flooring is supporting high~~
13 ~~concentrations of weight (i.e., telephone room(s), file, storage rooms, etc.)~~

14
15 ~~G. Restroom floors shall be ceramic tile.~~

16
17 **5. DOORS, WINDOWS, HARDWARE AND CABINETS**

18
19 ~~A. Door frames shall be of commercial grade wood or metal, acceptable for heavy duty use. Solid~~
20 ~~core wood doors shall be installed throughout. Doors and frames shall be painted with~~
21 ~~undercoat, split coat, and finish coat of semi-gloss enamel. Doors and frames with wood grains~~
22 ~~shall be stained with two coats of lacquer.~~

23
24 ~~B. Provide and install keyed entry doors permitting free access during business hours and entry by~~
25 ~~key only on non-business hours. Keyed bolt lock(s) are not acceptable on the interior side of the~~
26 ~~entry door. The key system, (master and submaster set-up), and number of keys will be~~
27 ~~determined by the County Executive Officer and provided by the LESSOR.~~

28
29 ~~Doors shall be equipped with a standard passage latch unless noted otherwise and shall have a~~
30 ~~maximum finished floor clearance of 3/16."~~

31
32 ~~C. Provide and install door stops for all doors.~~

33
34 ~~D. Coat hooks shall be installed on the inside of all private office doors.~~

35
36 ~~E. Existing windows shall be cleaned and restored to first class working condition and color~~
37 ~~matched to new construction. Caulk and weather strip as necessary in order to obtain full~~

1 weatherproofing.

2
3 ~~F. Provide and install new vertical blinds on all interior and exterior glazing (including door~~
4 ~~glazing), blinds to be Levolor or equal quality.~~

5
6 ~~G. Provide and install upper and lower cabinets where shown. All built-in cabinets shall have a~~
7 ~~laminated plastic top, edge and 4" splash. Exposed corners shall be rounded with a minimum of~~
8 ~~1-inch to a maximum of 1-1/2 inch radius.~~

9
10 **6. PLUMBING**

11
12 ~~A. Piping, whether conducting liquids or venting shall be concealed within the walls. No exposed~~
13 ~~piping is permitted. Only water conserving plumbing fixtures shall be acceptable.~~

14
15 ~~B. New restrooms shall be provided with required accessories including but not limited to: mirrors~~
16 ~~w/shelf, soap dispensers, feminine napkin recessed vendors, semi-recessed paper towel~~
17 ~~dispensers with waste receptacles, and other fixtures as required by the County Executive~~
18 ~~Officer. Provide a toilet seat cover dispenser, toilet paper holder, semi-recessed sanitary napkin~~
19 ~~disposer, and clothes hook in each toilet compartment. Toilet partitions shall be at least 70" in~~
20 ~~height.~~

21
22 ~~C. Provide floor drains for overflows in all new restrooms.~~

23
24 ~~D. Provide and install drinking fountain(s) in accordance with the uniform plumbing code, (UPC),~~
25 ~~& "The Americans with Disabilities Act," (ADA), requirements as applicable; or as required by~~
26 ~~the County Executive Officer. Drinking fountain(s) shall have lines with replaceable filters.~~

27
28 ~~E. Cabinets with sinks shall be provided with hot and cold water, and a paper towel dispenser with~~
29 ~~recessed waste receptacle. Cabinets in employee's lounge shall include a sink with a food waste~~
30 ~~disposer in addition to the above.~~

31
32 **7. HEAT, VENT & AIR CONDITION ("HVAC")**

33
34 A. Heating & air conditioning equipment shall have the capability of maintaining all occupied
35 indoor areas at the room temperatures shown when outdoor temperatures are as follows:

36 OUTDOORS

MAINTAIN INDOORS

1 Summer – 95° Dry Bulb 78° Dry Bulb at a maximum range of 40% to 60% Relative
2 humidity

3
4 Winter – 35° Dry Bulb 68° Dry Bulb

5 B. All HVAC controls pertinent to the Premises are to be located within the Premises.

6
7 ~~C. All HVAC thermostats shall be concealed by a clear plastic tamper proof lock box.~~

8
9 ~~D. The ventilation system shall supply a minimum of 20 cubic feet/minute of outside air per
10 occupant. The HVAC system shall be capable of keeping the indoor concentration of carbon
11 dioxide below 1,000 parts per million. There shall be an averaged air velocity of 20 feet per
12 minute to sufficiently distribute the air through the workspace. The HVAC supplies and returns
13 shall move such volumes of both recirculated and outside volumes of air so that the mixing rate
14 will be a least 10 air changes per hour.~~

15
16 ~~E. All systems in operation shall not exceed noise levels of NC 35 within any portion of the
17 Premises.~~

18
19 ~~F. Restrooms are to be vented to the outside. Mechanical exhaust ventilation to the outside must be
20 provided for restrooms that are within the office building and kitchen/break areas supplied with
21 cooking facilities (other than microwave ovens).~~

22
23 ~~G. Ductwork shall be concealed above the ceiling.~~

24
25 ~~H. Provide and install "sound boots" for all HVAC return air grills at plenum ceilings.~~

26
27 ~~I. A color coded "HVAC Zoning Plan" indicating the areas served by each thermostat shall be
28 provided to the County Executive Officer upon project completion.~~

29
30 ~~J. On any newly installed or modified HVAC system, an air balance check shall be performed, any
31 necessary adjustments shall be made, and a report shall be furnished to the County Executive
32 Officer.~~

33
34 **8. ELECTRICAL & COMMUNICATIONS**

35
36 A. Provide and install fluorescent lighting at all interior spaces that meet code and provide the
37 following minimum lighting intensities at desk level:

<u>LOCATION</u>	<u>MINIMUM FOOT CANDLES:</u>
General Offices/Utility Rooms	60
Public Areas	30
General Corridors.....	20

<u>LOCATION</u>	<u>MINIMUM FOOT CANDLES:</u>
Other interior areas	I.E.S. Recommended Levels
Parking Lot.....	1

B. All Lighting controls pertinent to the Premises shall be located within the Premises.

~~C. Electrical panels exclusively serving the Premises shall have an electrical expansion capacity of no less than 30%.~~

~~D. All telephone and other communication equipment shown on the space plan(s) shall be provided in accordance with the information furnished and accepted by the County Executive Officer who will review and accept the space plan(s).~~

~~E. All communication jacks shall have a receptacle box with 3/4" diameter conduit stubbed out into the ceiling space and a pull string provided. No exposed conduit is permitted. Provide solid cover plates for jacks that are not in current use. the County Executive Officer must be notified in writing by LESSOR/Contractor, as to whether or not the Premises will have a HVAC return air plenum ceiling. All existing wiring must meet current applicable fire/building codes or must be removed and/or replaced by LESSOR/Contractor.~~

~~F. For single tenant or multi-tenant buildings without telephone company provided "intra building network cable" (INC), provide and install one(1), two inch (2") diameter conduit from the telephone company's designated minimum point of entry (MPOE) to the COUNTY's telephone backboard(s). Provide pull string as necessary.~~

~~G. For multi-tenant buildings with telephone company provided "intra building network cable" (INC), provide one hundred (100) cable pairs for exclusive use by the COUNTY, tagged at each distribution point in the building "for use by County of Orange only." LESSOR will maintain contract with the telephone company for repair and maintenance of INC. LESSOR/Contractor will provide and install one (1), two inch (2") diameter conduit from INC floor terminal room to COUNTY's backboard(s). Provide and install string as necessary.~~

1 H. Provide and install one (1), four(4')-foot x eight(8')-foot @ 3/4" plywood backboard(s) at the
2 COUNTY's telephone room and center one(1), two-inch (2") diameter sleeve(s) above each
3 backboard. Terminate one foot (1') above and below ceiling line. Provide and install three-inch
4 (3") diameter sleeves at all fire corridors. Backboard(s) shall be painted white and treated with a
5 fire retardant application as required by fire/building codes.

6
7 I. ~~At the COUNTY's telephone backboard's: Provide and install a dedicated 110 V 20 AMP~~
8 ~~duplex receptacle at each backboard location, and provide and install an isolated ground from~~
9 ~~main electrical room. Use a standard 6 guage equipment room grounding conductor.~~

10
11 J. ~~In telephone equipment room, provide and install ceiling exhaust fan with thermostatic control~~
12 ~~set to activate at 75° F, for 24 hour operation. HVAC for the Premises shall include supply and~~
13 ~~return ducts within telephone equipment room.~~

14
15 ~~K For buildings without fire alarm systems, provide and install alarm system to current applicable~~
16 ~~codes and standards.~~

17
18 ~~L. For buildings with fire alarm systems, provide test results to the County Executive Officer~~
19 ~~showing system meets current code and standard operational guidelines.~~

20 21 **9. COMPLIANCE WITH ADA**

22
23 ~~In preparing the plans, the LESSOR's architect shall assure that the plans comply with all the~~
24 ~~requirements of "The Americans with Disabilities Act" (ADA).~~

25 26 **10. MISCELLANEOUS**

27
28 ~~A. All specific requirements for this project shall be detailed to COUNTY's satisfaction.~~

29
30 ~~B. Submission of all CAD data files shall be in one of the following software formats:~~

31 ~~MicroStation DGN format; Microsoft Windows based system.~~

32 ~~AutoCAD DXF format; Microsoft Windows based system.~~

33 ~~Other (generic DXF format; Microsoft Windows based system).~~

34
35 ~~Submission of all CAD data files must be in one of the following media formats:~~

36
37 ~~High density floppy diskette, 3 1/2" 1.44 Mb capacity~~

1 ~~Compact disc ROM (read only memory)~~

2
3 ~~C. All CAD files are also to be converted to Acrobat Reader (*.pdf format) which shall be included~~
4 ~~on the disks or CD ROM.~~

5
6 ~~If the submitted generic DXF format CAD data files cannot be translated into MicroStation, then~~
7 ~~AutoCad DXF format will be required.~~

8
9 ~~No other formats accepted. The County Executive Officer reserves the right to reject CAD files~~
10 ~~delivered in any other formats not specified above.~~

11
12 **11. ADDITIONAL REQUIREMENTS**

13
14 A. ADD the following to Section 1, General Notes, Item H:

15 Samples of finishes and colors shall be submitted to the County Executive Officer for review and
16 approval a minimum of ten (10) working days prior to the start of Work

17
18 //
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20 //
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23 //
24 //

JANITORIAL SPECIFICATIONS (10.4 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.

Janitorial service as required in the 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. Clean carpet (in accordance with the carpet manufacturer's directions) in high traffic areas (corridors, near lunchroom, etc.) and other areas as needed;
3. Scrub and wax uncarpeted floors.
4. Vacuum all HVAC vents, high moldings and other areas not reached by nightly or weekly cleaning;

1 **QUARTERLY:**

2 Clean carpet throughout Premises in accordance with the carpet manufacturer’s directions.

3
4 **SEMI-ANNUALLY:**

- 5 1. Clean ceiling light diffusers;
- 6 2. Clean interior walls, as needed;
- 7 3. Strip and wax uncarpeted floors.

8
9 **RESTROOMS**

10
11 **NIGHTLY:**

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

18
19 **MONTHLY:**

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

23
24 **MISCELLANEOUS SERVICES**

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

28 //
 29 //
 30 //
 31 //
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 36 //
 37 //

1 **EXHIBIT E**

2 **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT**

3
4 THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT,
5 made _____, 20__, by and between the County of Orange ("COUNTY") and
6 _____ ("LENDER").
7

8 A. By lease dated _____, ("Lease"), _____ ("LESSOR") leased to
9 COUNTY and COUNTY leased from LESSOR those certain Premises described as:

10 _____.

11
12 B. LENDER is the holder or about to become the holder of a mortgage or Deed of Trust ("Note")
13 which constitutes or will constitute a lien against the Premises leased by COUNTY pursuant to the
14 aforesaid Lease.

15
16 C. LENDER has requested that _____ execute a Subordination,
17 Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

18
19 NOW, THEREFORE, the parties hereto do hereby agree as follows:

20
21 1. Subject to the terms and conditions of the Lease, all rights of COUNTY thereunder are or shall
22 become subordinate to the Note and to any and all advances made on the security thereof, and to any and
23 all increases, renewals, modifications, consolidations, replacements and extensions thereof.

24
25 2. In the event that LENDER succeeds to the interest of LESSOR under the Lease, by reason of
26 foreclosure of the Note, by other proceedings brought to enforce any rights of LENDER under the Note,
27 by deed in lieu of foreclosure, or by any other method, COUNTY shall promptly attorn to LENDER
28 under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term
29 (and any extension or renewals thereof which may be effective in accordance with any option therefore
30 contained in the Lease), with the same force and effect as if LENDER were the Lessor under the Lease.
31 So long as COUNTY is not in default under the Lease, LENDER or its successors in interest shall not
32 disturb the interests of COUNTY under said Lease, but shall allow said interests to continue in full force
33 and effect for the balance of the then-current term and any extension available to COUNTY which may
34 be provided in accordance with the Lease. Said attornment shall be effective and self-operative
35 immediately upon LENDER'S succession to the interest of LESSOR under the Lease.

36 //
37 //

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

COUNTY:

COUNTY OF ORANGE

LENDER:

By: _____

By:

Manager

Print

Name: _____

RDMD/Internal Services/Asset Management

And Real

Estate

Title:

APPROVAL AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

By: _____

Deputy

Date: _____

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