

Attachment A



CEO/ALS/SSA-13-047
Social Services Agency Headquarters
500 N. State College Boulevard
Orange, CA 92868

LEASE

THIS IS A LEASE (hereinafter referred to as “**Lease**”) made _____, 2014, by and between IX CW 500 ORANGE TOWER, LP (hereinafter referred to as “**LESSOR**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”) without regard to number and gender. The LESSOR and COUNTY may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

1. DEFINITIONS (1.2 S)

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

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

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

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

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

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

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

“**Manager of Corporate Real Estate**” means the Manager, County Executive Office, 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 County Executive Officer.

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

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2. PREMISES (1.3 N)

LESSOR leases to COUNTY that certain property hereinafter referred to as “**Premises**,” described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of those portions of the building located at 500 North State College Boulevard in Orange, California (the “**Building**”) designated by LESSOR for the common use of tenants and others such as elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. PARKING (1.4 N)

LESSOR, throughout the term of this Lease, shall provide a total of five hundred (500) parking spaces consisting of three hundred fifty (350) parking spaces designated for COUNTY’s free use, reserved and marked (“**Reserved Parking Spaces**”), one hundred thirty-five (135) parking spaces for COUNTY’s free and unreserved use (“**Unreserved Parking Spaces**”) and fifteen (15) Visitor Parking Spaces (as defined below), all of which will be located in the Garage Addition, as defined and described below, when completed. Until the completion of the Garage Addition, said 500 parking spaces are to be located initially in the existing parking garage (“**Existing Parking Garage**”) shown on Exhibit B and COUNTY shall be entitled to forty (40) reserved parking spaces split between the first and second decks of the Existing Parking Garage, and the remaining four hundred sixty (460) parking spaces shall be unreserved. COUNTY’s use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by LESSOR from time to time for the efficient operation of the parking areas for the Building and provided to COUNTY in writing.

COUNTY, throughout the term of this Lease, shall have the right to lease up to an additional seventy-five (75) unreserved parking stalls (“**Additional Stalls**”), either in the Existing Parking Garage or the Garage Addition (as defined below), subject to availability at the rate of forty dollars (\$40) per space per month. Within a reasonable period of time following receipt of COUNTY’s notice that it wishes to lease Additional Stalls, LESSOR shall confirm to COUNTY in writing the number of Additional Stalls that are then available for lease, and COUNTY shall be entitled to lease up to the number of Additional Stalls specified in LESSOR’s notice. Prior to any adjustment in the number of parking spaces, COUNTY and LESSOR shall agree in writing as to the number of parking spaces to be adjusted. Should COUNTY exercise its right to increase or decrease the quantity of parking spaces pursuant to this clause the additional charge or reduction shall be prorated in accordance with the change in the number of parking spaces occupied during any one month and shall be billed as Additional Rent pursuant to Clause 8 (RENT). COUNTY shall pay the reasonable cost of parking cards and any replacement cards for any additional parking spaces. In no event shall COUNTY’s total parking spaces be decreased to less than five hundred (500) spaces as described above.

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 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.

COUNTY acknowledges that LESSOR is currently in the process of permitting and building a parking garage addition (the “**Garage Addition**”) shown on Exhibit B to serve tenants, visitors, licensees and guests of the Koll Center Orange (“**Project**”). The Garage Addition shall supply additional parking stalls to the Project. When completed, COUNTY’s Reserved Parking Spaces shall be marked and located as the lowest

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1 spaces not required for ADA Spaces or for the Visitor Parking Spaces, defined hereafter. LESSOR shall
3 mark fifteen (15) spaces in the Garage Addition ground floor nearest the Building for "COUNTY's Visitors
Only" (the "**Visitor Parking Spaces**").

5 If for any reason the Garage Addition is not completed and ready for occupancy prior to the Commencement
7 Date, as COUNTY's sole remedy, LESSOR shall agree and does agree that between the time period of the
9 mutual execution of this Lease and the date of final delivery of the Garage Addition, LESSOR will not enter
11 into New Tenant Leases accounting for more than 15,000 rentable square feet in Aggregate Net Absorption
13 for office space with a lease commencement date or occupancy date at the Project before the Garage
15 Addition is completed, or until LESSOR supplies additional parking to the Project in such a way that it does
17 not disrupt or prevent LESSOR from satisfying COUNTY's parking requirement as described in this Lease.
"Aggregate Net Absorption" shall be equal to the gross rentable square feet of new tenant leases signed
19 which shall be reduced by the gross square feet of current in-place tenant leases which expire or terminate at
the project over the same period of time. LESSOR and COUNTY agree that any form of non-standard
21 parking (e.g. valet, shuttle service or tandem parking) is not an acceptable solution to COUNTY to satisfy its
23 parking requirement. As the date hereof, LESSOR warrants to COUNTY that it has sufficient available
25 parking on site to accommodate the parking requirements for in place leases plus COUNTY's parking
27 requirement as described in this Lease.

29 In the event that the Garage Addition is not completed and ready for occupancy within eighteen (18) months
of Commencement Date (the "**Interim Period**"), or in the event that the SSA/Facilities Services Manager
31 has notified LESSOR, at least three (3) times in a thirty (30) day period within the Interim Period, in writing
33 or e-mail documenting the date, time and person(s) involved of each occurrence, that COUNTY has been
unable to find and utilize enough parking stalls to satisfy its requirement above, LESSOR agrees, at the SSA/
35 Facilities Services Manager's request, to mark and reserve the equivalent of the three hundred fifty (350)
parking spaces in the existing parking structure until the Garage Addition is completed and ready for
37 occupancy and LESSOR shall take steps to assure availability for COUNTY's Unreserved Parking Spaces.

29 4. TERM (2.2 S)

31 The term of this Lease shall be fifteen (15) years ("**Term**"), commencing January 1, 2015, or commencing
33 the first day of the first full calendar month following the completion by LESSOR of the work set out in
Clause 9 (CONSTRUCTION) whichever date is later ("**Commencement Date**").

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

39 5. OPTION TO EXTEND TERM (2.3 S)

41 COUNTY's Deputy Director shall have the option to extend the term of this Lease for one (1) ten (10) year
43 period (the "**Extension Period**") on the same terms and conditions of this Lease except for (a) the base rent
45 (the "**Extension Option Base Rent**") which shall be negotiated at the time of the option as set forth below
47 and memorialized in an amendment to the Lease; and (b) COUNTY may reduce the Premises in half-floor
increments up to two (2) full adjacent floors during the Extension Period. In the event that COUNTY reduces
49 its Premises in increments of a half-floor (e.g. either one half floor or one and one half floors), COUNTY
shall be responsible for reimbursing LESSOR for the reasonable costs associated with constructing a
demising wall between the Premises and any partially surrendered floor. The Extension Period shall not
contain an elective option for County to terminate the lease during the term of the Extension

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1 Period. Notification of said exercise of option must be done in writing at least nine (9) months prior to the
2 Lease termination date.

3
4 Subject to other provisions contained in this Lease, including Sections 11 (PAINTING BY LESSOR) and 12
5 (CARPETING BY LESSOR), COUNTY shall accept the Premises during the extension period in its “as-is,
6 where-is” condition. The Extension Option Base Rent shall be defined as 93% of the Fair Market Rental
7 Rate, defined and determined as set forth below in this Clause.

8
9 Following COUNTY’s notice to LESSOR of its intent to extend the Lease for the Extension Period,
10 COUNTY and LESSOR shall work in good faith and with commercially diligent and good faith efforts for
11 sixty (60) days (the “**Initial Negotiation Period**”) in an effort to agree upon the Fair Market Rental
12 Rate. When the Parties agree that negotiations are concluded, or by the expiration of the Initial Negotiation
13 Period, LESSOR will provide COUNTY written notification of either the agreed upon Fair Market Rental
14 Rate or LESSOR’s last best offer (the “**Last Best Offer**”).

15
16 In the event that, within or at the expiration of the Initial Negotiation Period, COUNTY and LESSOR cannot
17 agree upon the Fair Market Rental Rate, then COUNTY and LESSOR, by the end of the following thirty
18 (30) days (the “**Second Negotiation Period**”) shall attempt to determine the Fair Market Rental Rate by
19 surveying and compiling rents for Class A multi-tenant office building properties similar in character,
20 condition and quality to the subject property and located within a five (5) mile radius of the Building
21 (“**Qualified Buildings**”), using industry standard sources and databases which contain lease information,
22 lease comps, building specifications and space availabilities. The “**Fair Market Rental Rate**” shall be
23 determined as follows: LESSOR and COUNTY shall independently survey Qualified Buildings that (i)
24 contain at least 150,000 rentable square feet; (ii) offer a similar quantity of parking as the subject property;
25 (iii) are otherwise similar in quality and function as the subject property; and (iv) which have either entered
26 into an arms-length transaction with an unaffiliated tenant of at least 25,000 rentable square feet within the
27 past twelve (12) months or which have at least 50,000 rentable square feet of space available for lease
28 (collectively, the “**Criteria**”). LESSOR and COUNTY shall each submit a list of up to five (5) Qualified
29 Buildings. The two lists shall be consolidated into one master list. In the event of a discrepancy involving the
30 same Qualified Building, COUNTY and LESSOR shall use best efforts to reconcile the difference. If either
31 the highest or lowest quoted rates deviate by more than ten percent (10%) from the next closest rate, that
32 building will be eliminated from the final master list (“**Final Master List**”). The rental rate (“**Rental Rate**”)
33 from each building shall be the monthly full service gross base rent per rentable square foot received or
34 quoted by each Qualified Building, and the Rental Rate shall exclude rent abatement concessions. The Rental
35 Rate shall be compiled to the Final Master List and shall be summed and the summation divided by the
36 number of Qualified Buildings (less any omitted Qualified Buildings) as follows:

37
38
$$\text{Total Rental Rate of Considered Buildings} \div \text{Number of Considered Buildings} = \text{Fair Market Rental Rate}$$

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

40
41
$$\text{Extension Option Base Rent} = \text{Fair Market Rental Rate} \times 93\%$$

42
43 In no event shall the Extension Option Base Rent for the Option Period be greater than LESSOR’s Last Best
44 Offer and the final determination will be binding on both Parties. There shall be no abatement of rent or
45 Tenant Improvements, unless the Parties agree to such terms otherwise, (with exception of Section 11
46 (PAINTING BY LESSOR) and Section 12 (CARPETING BY LESSOR) of this Lease); the Extension
47 Option Base Rent shall increase by three percent (3%) per annum during the Extension Period; and no other
48 terms of the Lease shall change. COUNTY and LESSOR agree to then enter into a Lease amendment to
49

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1 consummate the transaction within a reasonable time period following determination of the Extension Option
3 Base Rent, with time being of the essence.

6. RENT (3.2 N)

5 COUNTY agrees to pay to LESSOR as rent for the Premises the sum of Two Hundred Seventy-Seven
7 Thousand Four Hundred Seventy-Nine Dollars and Thirty Cents (\$277,479.30) per month. Notwithstanding
9 the foregoing, the Rent for the first (1st) through the twelfth (12th) inclusive months of the Term shall be
11 abated by fifty percent (50%) from the amount described above. Additionally, COUNTY shall be entitled to
13 a credit against Rent (the "Rent Credit") coming due for Months 13-24 of the Lease Term in an amount
15 equal to \$13.20 per rentable square foot, which amount shall be credited to County's tenant general ledger on
17 the first day of Month 13 of the Term, and County hereby elects to apply the Rent Credit to Rent coming due
19 in equal monthly installments over such period. For the purposes of this Clause, \$13.20 per rentable square
21 foot is equivalent to \$1.10 per rentable square foot per month for twelve months, which represents the
23 equivalent of exactly one-half the monthly Rent adjustment shown in Clause 7 (RENT ADJUSTMENT),
25 below, for Months 13-24 of the Term.

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
- B. Receipt of LESSOR's written claim by the SSA/Facilities Services Manager.

Should COUNTY occupy the Premises before the first day of the Lease term, said pre-term occupancy shall
be rent-free as further described in Clause 9 (CONSTRUCTION).

COUNTY shall pay any Additional Rent in accordance with this clause. Additional Rent consists of charges
for additional parking spaces pursuant to Clause 3 (PARKING), after move-in tenant improvements pursuant
to Clause 13 (COUNTY-REQUESTED ALTERATIONS).

7. RENT ADJUSTMENT (3.3 N)

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

<u>Months</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
13-24	\$290,692.60	\$2.20
25-36	\$299,413.38	\$2.27
37-48	\$308,395.78	\$2.33
49-60	\$317,647.65	\$2.40
61-72	\$327,177.08	\$2.48
73-84	\$336,992.39	\$2.55
85-96	\$347,102.17	\$2.63
97-108	\$357,515.23	\$2.71
109-120	\$368,240.69	\$2.79
121-132	\$379,287.91	\$2.87

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	<u>Months</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
1	133-144	\$390,666.55	\$2.96
3	145-156	\$402,386.54	\$3.05
	157-168	\$414,458.14	\$3.14
5	169-180	\$426,891.88	\$3.23

7 The Monthly Rental, 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.

8. ADJUSTMENT FOR COST OF LESSOR SERVICES (3.4 N)

11 For the purposes of this clause, the cost of operating expenses paid for by LESSOR for the benefit of the
13 Building, and in the case of the COUNTY, shall be allocated to the COUNTY based on its Prorata Share of
the Building as defined below (“LESSOR Services”) shall include only the following:

- 15 A. Real Property Taxes (COUNTY shall not be obligated to pay an adjustment pursuant to this clause
17 for an increase in property taxes specifically resulting from a transfer of ownership of the Premises);
- 19 B. Utilities (Electricity, Gas, Water, excluding telephone service);
- 21 C. Janitorial service (in accordance with the attached Janitorial Specifications);
- 23 D. Insurance (as required by this Lease): and
- 25 E. On-site property manager, day porter and building engineer.

27 Notwithstanding the foregoing, LESSOR Services shall not include expenses for which the LESSOR is
reimbursed by a third party (either by an insurer, condemner or otherwise); expenses incurred in the leasing
29 or procuring of tenants (including, without limitation, lease commissions, advertising expenses, legal
expenses, and expenses of renovating space for tenants); property management fees, fees for security
31 services, trash and waste services, landscaping services, cost of compliance with future laws, depreciation,
interest or amortization payments on any mortgage or mortgages; wages, salaries or other compensation paid
33 to any employees; common area services, the cost of any work or service performed for or facilities
furnished to COUNTY at COUNTY's cost; the cost of correcting building defects (latent or otherwise); costs
35 of capital improvements and depreciation or amortization cost of maintenance of the Premises; costs for
major repairs and/or replacements to the building that constitute capital improvements or replacements (such
37 as re-roofing, parking lot replacement, and new heating/ air-conditioning units).

39 In the event the cost of LESSOR Services incurred by LESSOR, during the second and subsequent full years
of the Term, are higher or lower than the actual cost of LESSOR Services incurred by LESSOR in the first
41 twelve months of the Term (“Base Year”), and the increase or decrease is reasonable when compared to
industry standards, an adjustment shall be made based on the percent of COUNTY's occupancy which
43 LESSOR and COUNTY agree is 46.90 % (the “Prorata Share”: County's Premises is 132,133 RSF; Total
Building RSF is 281,700 RSF). Said adjustment shall be paid by COUNTY to LESSOR in the event of an
45 increase or shall be paid by LESSOR to COUNTY in the event of a decrease. It is further acknowledged that
the costs of LESSOR Services which vary based on occupancy of the Building (Utilities and Janitorial
47 Services referenced above) shall be adjusted to reflect 95% Building occupancy in accordance with standard
commercial office property accounting practices.

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1 Within ninety (90) days following each anniversary date of the Commencement Date of the term of this
2 Lease, LESSOR shall furnish COUNTY with the following specifically applicable to the Premises:

- 3
- 4 A. Summary Statement: LESSOR shall furnish a written (“**Summary Statement**”) in line itemed
5 form that includes in detail: (1) the cost of each category of LESSOR Services for the Base Year;
6 (2) the cost of LESSOR Services for the previous lease year (the “**Claim Year**”); and (3) any dollar
7 and percentage increase in the cost of LESSOR Services when compared to the Base Year
8 (“**Claim**”). In the event that an expense category of LESSOR Services is not a directly billed,
9 metered or assessed expense to the COUNTY, then COUNTY’s share of the LESSOR Services for
10 that expense category shall be equal to its Prorata Share of the total expense.
- 11
- 12 B. Supporting Data: The (“**Supporting Data**”) shall be a compilation of documentation and support to
13 provide proof to COUNTY of the general scope of services provided, amounts paid by LESSOR for
14 the services provided, and confirmation of payment of said services provided. The Supporting Data,
15 for each of the LESSOR Services (A-E) defined above, shall be presented in the form of: (1) a
16 Summary/ Cover statement which summarizes the dates of service, scope of service and amounts
17 paid; (2) copies of vendor invoices showing with reasonable detail the services provided and
18 charges to LESSOR for LESSOR Services and (3) some substantial form of proof of payment (e.g.
19 copy of check, confirmation of payment, etc.).

20 COUNTY shall have the right to audit any Supporting Data provided by LESSOR and used in the
21 preparation of said Claim. In the event COUNTY questions the adequacy of any portion of the Supporting
22 Data provided by LESSOR, and COUNTY requests additional Supporting Data, the due date for payment of
23 the adjustment shall be sixty (60) days from the date COUNTY receives the additional Supporting Data
24 required to substantiate LESSOR’s Claim. In the event payment is due, said payment shall be made in a
25 lump-sum within sixty (60) days following receipt of said Summary Statement, Supporting Data and Claim.

26 Should LESSOR fail to provide said Summary Statement, Supporting Data and Claim within ninety (90)
27 days from said anniversary date, or a revised Summary Statement, Supporting Data and Claim within sixty
28 (60) days from COUNTY’s written request for additional Supporting Data, any Claim for reimbursement for
29 the Claim Year pursuant to this clause shall be deemed waived by LESSOR.

30 In no event shall COUNTY be obligated to pay an adjustment pursuant to this clause for increases in Lessor
31 Services contained in a Claim which exceeds a four percent (4%), increase per annum of the cost of Lessor
32 Services for the Claim Year above the cost of Lessor Services paid by COUNTY during the previous year.
33 Subject to COUNTY’s right to audit pursuant to this Lease, all Claims owed by COUNTY will be deemed
34 final upon payment by COUNTY.

35 9. CONSTRUCTION (4.1 N)

36 LESSOR hereby agrees to complete, at LESSOR’s expense, by December 15, 2014 (the “**FF&E and**
37 **Possession Date**”), the alterations, repairs, and other work (the “**Work**”) in accordance with the plans
38 dated June 23, 2014 and Specifications attached hereto and made a part hereof as Exhibit C, in order for
39 COUNTY to have sufficient time to commence moving furniture, fixtures and equipment into the Premises
40 in preparation of occupancy. LESSOR agrees to have the Premises ready for full occupancy and operation as
41 of December 31, 2014 (the “**Completion Date**”). In the event that the Premises is not ready for COUNTY to
42 commence relocation activities as of the Completion Date, then COUNTY shall be able to reduce subsequent
43 rent due LESSOR by \$(4,624.65 for each day the completion date of the Work exceeds the above mentioned
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1 Completion Date. Said amount shall be known as the "Construction Delay Penalty" and shall be considered
3 as liquidated damages to compensate COUNTY for costs incurred as a result of such LESSOR caused delay.

5 In addition to the amount stated above, COUNTY may, at COUNTY's sole option, upon giving forty-five
7 (45) days prior written notice to LESSOR following the Completion Date and prior to the completion of the
9 Work, terminate the Lease; provided, however, if LESSOR completes the Work prior to the expiration of
11 such forty-five (45) day period, COUNTY's earlier election to terminate shall be deemed void and of no
13 further force or effect. In the event of such termination, this Lease shall terminate on the date specified in
15 such notice and neither Party shall have any further right or obligation to the other with respect to this Lease
17 or the Premises. COUNTY and LESSOR agree to work diligently together and in good faith to ensure the
19 timely completion of the Work. COUNTY agrees to respond to or approve any requests or submittals that
21 require COUNTY approval within a reasonable time period with time being of the essence.

23 All planning and architectural/design costs required to accomplish the Work shall be LESSOR's
25 responsibility. All plans and working drawings for the Work shall have the approval of the Social Services
27 Agency. Approval by Social Services Agency of said plans and work drawings shall not relieve LESSOR of
29 the responsibility for complying with all applicable codes and construction requirements, nor of obtaining
31 necessary permits or approvals from the authorities of proper jurisdiction.

33 Subsequent to the completion of the Work, and prior to occupancy by COUNTY, LESSOR shall obtain the
35 SSA/Facilities Services Manager's approval and acceptance of the Work. Said approval shall be manifested
37 by letter from the SSA/Facilities Services Manager, and may be subject to completion of items on a "punch
39 list." Said punch list will be generated by COUNTY. COUNTY shall have the option not to accept the
41 Premises prior to completion of all items on any such punch list.

43 In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a punch
45 list, LESSOR shall use commercially reasonable diligent efforts to complete all remaining work therein
47 within twenty-one (21) working days following receipt of said punch list. Should the items on the punch list
49 not be completed 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.

Upon completion of the Work, prior to the Completion Date (the "**Early Completion Date**"), , LESSOR
agrees to allow COUNTY to take immediate possession of the Premises on a "free and beneficial basis." In
this event, the Commencement Date shall be January 1, 2015, and the time period between the Early
Completion Date and January 1, 2015 shall be known as the "**Beneficial Occupancy Period**," and Rent
during the Beneficial Occupancy Period shall be fully abated.

10. RELOCATION EXPENSES (N)

Within thirty (30) days of the Commencement Date, upon written request from COUNTY, LESSOR shall
pay COUNTY the following sums as consideration for this Lease:

A. Moving Costs: LESSOR agrees to pay the sum of One Million Two Hundred Thousand Dollars
(\$1,200,000.00) to COUNTY ("**Moving Cost Payment**"). Said payment may be used by COUNTY
to offset moving expenses or for any other purpose as determined by COUNTY; and

B. Holdover Rent Reimbursement: COUNTY will be in holdover under the terms of its current lease at
888 North Main Street in Santa Ana ("**Main Street Building**") which will terminate on December
31, 2014. The monthly rent at the Main Street Building is currently \$179,865 per month.

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1 Commencing January 1, 2015, COUNTY may be liable for potential holdover penalties if COUNTY
3 has not vacated the Main Street Building. Should the Work, as defined below in Clause 9
(CONSTRUCTION) not be completed by December 31, 2014, a date which shall be extended for
5 each day of delays caused by COUNTY, LESSOR agrees to reimburse COUNTY for any actual Net
7 Holdover Rent incurred for the "Holdover Period" commencing January 1, 2015 and ending on the
9 date when Work is completed as defined in Clause 9 (CONSTRUCTION). "Holdover Rent" shall
11 mean the actual amount of rent per month paid by COUNTY to Main Street Building lessor during
the Holdover Period up to \$179,865.00 per month. COUNTY shall provide written documentation of
any Holdover Rent claimed pursuant to this section. LESSOR shall apply the amount of the Holdover
Rent Reimbursement to the monthly rent payable and first coming due under this Lease. The
Holdover Rent Reimbursement shall be in addition to the Construction Delay Penalty.

13 Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to deduct
15 the Moving Cost Payment and any Holdover Rent from any rent payable.

17 **11. PAINTING BY LESSOR (4.2 N)**

19 Within sixty (60) days of the commencement of the eleventh (11th) year of the Lease term and twentieth
(20th) year of the lease term, (should COUNTY exercise its option to extend the Lease term), upon receipt of
21 written request from COUNTY, LESSOR shall repaint, at LESSOR's sole expense, all painted surfaces
23 within the Premises. Said painting shall be accomplished during hours other than COUNTY's normal
working hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture,
25 window coverings, and fixtures necessary to repaint the Premises. Said paint shall meet the specifications
provided in the attached Exhibit C of this Lease or acceptable equivalent approved by the SSA/Facilities
27 Services Manager. The cost of said repainting shall not be included in the operating expenses for the
Building for the purpose of operating cost adjustments.

29 At COUNTY's sole option, COUNTY may elect to defer said repainting. Said deferral shall not release
LESSOR from the obligation to repaint. Should COUNTY elect to defer said repainting, the SSA/Facilities
31 Services Manager shall notify LESSOR in writing of COUNTY's decision to defer said repainting at least
thirty (30) days prior to the scheduled repainting date. This notice shall include the date that the COUNTY
33 wishes the repainting to take place.

35 Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to
complete said repainting and deduct the cost thereof, including overhead, from any rent payable.

37 **12. CARPETING BY LESSOR (4.3 N)**

39 Within sixty (60) days prior to the commencement of the eleventh (11th) year of the Lease term and
twentieth (20th) year of the lease term, upon receipt of written request from COUNTY, (should COUNTY
41 exercise its option to extend the Lease term), LESSOR shall recarpet, at LESSOR's sole expense, all
43 carpeted surfaces within the Premises. Said recarpeting shall be accomplished during hours other than
COUNTY's normal working hours. LESSOR shall be responsible for the movement and subsequent
45 replacement of all furniture and fixtures necessary to recarpet the Premises. COUNTY shall, at its own cost
and expense, be responsible for the movement and subsequent replacement of all computer equipment,
47 electronic equipment, any other communication equipment, and all otherwise sensitive equipment identified
by the SSA/Facilities Services Manager. Said carpet shall meet the specifications provided in the attached
49 Exhibit C of this Lease or acceptable equivalent approved by the SSA/Facilities Services Manager. The cost

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1 of said recarpeting shall not be included in the operating expenses for the Building for the purpose of
operating cost adjustments.

3 At COUNTY's sole option, COUNTY may elect to defer said recarpeting. Said deferral shall not release
5 LESSOR from the obligation to recarpet. Should COUNTY elect to defer said recarpeting, the
SSA/Facilities Services Manager, shall notify LESSOR in writing of COUNTY's decision to defer said
7 recarpeting at least thirty (30) days prior to the scheduled recarpeting date. This notice shall include the date
that the COUNTY wishes the recarpeting to take place.

9 Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to
11 complete said recarpeting and deduct the cost thereof including overhead, from any rent payable.

13 **13. ALTERATIONS (4.4 N)**

15 COUNTY may make any alterations, improvements and changes in the Premises ("**Alterations**"), including
but not limited to the installation of fixtures, partitions, counters, shelving, and equipment as deemed
17 necessary or appropriate by the COUNTY in its discretion. It is agreed that any such fixtures, partitions,
counters, shelving, or equipment attached to or placed upon the Premises by COUNTY shall be considered
19 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.

21 Notwithstanding the foregoing, COUNTY shall be required to obtain the prior written consent of LESSOR
23 for any Alterations, which consent shall not be unreasonably withheld, except Lessor's written consent shall
not be required for Alterations which are: (1) of a cosmetic nature such as painting, wallpapering, hanging
25 pictures and installing carpeting; (2) not visible from the exterior of the Premises or Building; (3) of a nature
that will not affect the systems or structure of the Building; (4) of a nature that will not require work to be
27 performed inside the walls or above the ceiling of the Premises; and (5) of a nature that the cost of which will
not be in excess of \$75,000.00 per Alteration. As a condition for LESSOR to consent to any Alterations,
29 LESSOR may require COUNTY to provide plans and specifications reasonably acceptable to LESSOR;
names of contractors reasonably acceptable to LESSOR (provided that LESSOR must designate specific
31 contractors from COUNTY's approved list); copies of contracts; necessary permits and approvals; and
evidence of contractor's and subcontractor's insurance in amounts reasonably required by LESSOR.

33 **14. COUNTY-REQUESTED ALTERATIONS (4.4A N)**

35 COUNTY may, at any time after the date first written above, request LESSOR to make improvements and
37 changes to the Premises. The granting or conditioning of any such request shall be at LESSOR's discretion.
In the event that LESSOR grants such request, all plans and working drawings for the improvements and
39 changes, as well as the final work, shall have COUNTY's written approval. All such improvements and
changes shall be made by LESSOR, at LESSOR's sole cost, and reimbursed in lump sum as Additional Rent
41 by COUNTY within thirty (30) days of receipt by COUNTY from LESSOR of a written claim for such
reimbursement. COUNTY agrees that said reimbursement may include a five percent (5%)
43 management/construction fee which shall be considered as part of the costs and expenses of the alterations.

45 **15. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.6 S)**

47 LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication
devices in, on, or around the Premises and LESSOR's building in accordance with COUNTY's OCTNET
49 plans and specifications provided that the provisions of the clause entitled ALTERATIONS, shall be

Attachment A

1 applicable to such work. It shall be COUNTY's responsibility to obtain all governmental permits and/or
3 approvals required for such installation; however, LESSOR shall reasonably cooperate with COUNTY as
5 necessary or appropriate, to obtain said permits and/or approvals.

16. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)

7 LESSOR shall provide at its own cost and expense any and all necessary repair, maintenance, (including fire
9 extinguishers and pest control), including but not limited to the replacement, repair and maintenance of all
11 building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, as necessary.
13 Janitorial supplies and services shall be provided on a five (5) day per week basis in accordance with Exhibit
15 D (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof. In addition, LESSOR agrees
17 to maintain the services of an on-site building engineer, day porter(s), on-site building manager and security
19 services for the Building. LESSOR understands that these services are a material consideration of this Lease
21 to COUNTY.

23 Air conditioning will be supplied to cause the temperature in the interior of the Premises at a temperature
25 consistent with other "Class A" office buildings in Orange County, California, which are typically not less than
27 70 degrees Fahrenheit not greater than 76 degrees Fahrenheit during all Business Hours.

29 Said temperature requirements shall be maintained during COUNTY's normal business operating hours
31 ("**Business Hours**") which are:

Hours of Operation

Days of Operation

7:00 a.m. to 6:00 p.m.

Monday through Friday

9:00 a.m. to 1:00 p.m.

Saturday

33 (Except for COUNTY Holidays, which holidays shall be provided to LESSOR on a yearly basis upon
35 request to COUNTY).

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

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

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1 If LESSOR fails to provide satisfactory repair, replacement, maintenance, and/or janitorial
3 services (“Services”) to the Premises, the SSA/Facilities Services Manager may notify LESSOR in writing;
5 and if LESSOR does not instigate measures to provide satisfactory Services and/or to remedy the
7 unsatisfactory conditions within four (4) days after COUNTY has placed such notice in the mail to LESSOR
9 directed to the address shown for LESSOR in the Clause 31 (NOTICES), below, or has personally delivered
11 such notice to LESSOR, COUNTY may provide the Services necessary to remedy the unsatisfactory
13 condition and assure satisfactory Services or have others do so, and deduct the cost thereof, including labor,
15 materials, and overhead from any rent payable.

17 If LESSOR fails to provide satisfactory janitorial supplies to Premises, the SSA/Facilities Services Manager
19 may notify LESSOR either verbally or in writing; and if LESSOR does not provide janitorial supplies within
21 twenty-four (24) hours after LESSOR has received such notice from COUNTY, COUNTY may provide the
23 janitorial supplies necessary or have others do so, and deduct the cost thereof, including labor, materials, and
25 overhead, from any rent payable.

27 If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs (as determined by
29 the COUNTY in its reasonable discretion) and/or Services the same day any emergency repairs and/or
31 services are necessary to remedy the emergency condition, or if LESSOR following such contact by
33 COUNTY is unable or refuses to make the necessary repairs or provide the necessary Services, COUNTY
35 may at its option have the necessary repairs made and/or provide services to remedy the emergency
37 condition, and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

39 LESSOR shall provide COUNTY with a complete copy of the janitorial and any other service contract
41 covering the Premises, including the janitorial schedule and any other exhibits upon request.

17. UTILITIES (5.2 N)

43 LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to
45 the Premises except telephone, which shall be the obligation of COUNTY.

47 Should COUNTY require HVAC services at times other than during Business Hours as stated in Clause 15
49 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), above, 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 Business Hours. Said hourly rates
will be charged in one hour increments with a two (2) hour minimum. 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 as
Additional Rent.

18. INSURANCE (5.3 S)

Commercial Property Insurance: LESSOR shall obtain and keep in force during the term of this Lease a
policy or policies of commercial property insurance with all risk or special form 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.

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1 LESSOR agrees to and shall include in the policy or policies of commercial property insurance a standard
3 waiver of the right of subrogation against COUNTY by the insurance company issuing said policy or
5 policies. LESSOR shall provide COUNTY with a Certificate of Insurance as evidence of compliance with
7 these requirements.

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

- 15 A. Name COUNTY as an additional insured;
- 17 B. Shall be primary, and any insurance or self-insurance maintained by COUNTY shall be excess
19 and non-contributing;
- 21 C. Shall provide thirty (30) days prior written notice of cancellation and (10) days for non-payment
23 of premium to COUNTY;
- 25 D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence; and
- 27 E. The policy or policies of insurance must be issued by an insurer licensed to do business in the
29 State of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
31 Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of
33 the Best's key Rating Guide/Property-Casualty/United States or ambest.com. If the insurance
35 carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating
37 of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review
39 of the company's performance and financial ratings.

41 Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to
43 COUNTY a Certificate of Insurance and required endorsements as evidence that the foregoing policy or
45 policies are in effect.

47 If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR under this
49 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.

19. INDEMNIFICATION (5.5 A S)

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

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

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20. TAXES AND ASSESSMENTS (5.6 S)

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

21. BUILDING AND SAFETY REQUIREMENTS (5.7 N)

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

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

LESSOR shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. COUNTY agrees to notify LESSOR of any repair or maintenance necessary within the Premises or Building to comply with such Act and LESSOR agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a LESSOR expense as stipulated in Article 16 of the Lease. In the event that such repair or maintenance is necessary and is the result of COUNTY negligence, provided that COUNTY approves a work order with associated expense estimate, LESSOR agrees to perform such repair or maintenance and COUNTY agrees to reimburse LESSOR within thirty (30) days.

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

A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the LESSOR; or

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

22. TOXIC MATERIALS (5.9 N)

COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall 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

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1 governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all
3 action necessary to clean up such contamination.

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

13 **23. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 N)**

15 This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or deed of
17 trust which does now or may hereafter cover the Premises or any interest of LESSOR therein, and to any and
19 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.

21 In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the
23 event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title
25 covering the Premises, COUNTY shall attorn to and recognize any subsequent title holder as the LESSOR
27 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.

29 Notwithstanding the above, LESSOR shall use commercially reasonable and diligent efforts to obtain and
31 deliver to COUNTY a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender
(consistent with the form attached hereto as Exhibit E), within thirty (30) days of the date of full execution of
33 this Lease. LESSOR shall require all future lenders on the Premises, upon initiation of their interest in the
35 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
37 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
39 approved by the Social Services Agency, the Manager of Corporate Real Estate and County Counsel.
Accordingly, notwithstanding anything to the contrary herein, COUNTY's obligation to enter into an
41 agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date
43 of this Lease shall be conditioned upon the holder of such lien, or a ground lessor, as applicable, confirming
in writing and substantially in the form of COUNTY's standard form *Subordination, Attornment and
Non-Disturbance Agreement* that COUNTY's leasehold interest hereunder shall not be disturbed so long as
no default by COUNTY exists under this Lease.

45 Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at
47 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.

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1 Upon default by LESSOR of any note or deed of trust, COUNTY may, at its option, make all lease payments
3 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.

5 **24. ESTOPPEL CERTIFICATE (6.5 S)**

7 COUNTY agrees that the SSA/Facilities Services Manager shall furnish from time to time upon receipt of a
9 written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any
11 interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to the
current status of the Lease. The *Estoppel Certificate* shall be approved by the SSA/Facilities Services
Manager, the Manager of Corporate Real Estate, and County Counsel.

13 **25. DEFAULTS AND REMEDIES (6.8 N)**

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

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

21 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 twenty (20) days in which to initiate action to cure said
23 breach.

25 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 twenty (20) days in which to initiate action to cure said
27 breach.

29 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
31 otherwise within this Lease.

33 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) business days in which to cure said breach, unless specified
35 otherwise within this Lease.

37 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
39 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.

41 In the event any such monetary breach by LESSOR in the payment of any amounts due hereunder, is not
43 cured within said fifteen (15) day period, COUNTY may withhold such amount from the next scheduled rent
45 payment.

47 **26. DEBT LIMIT (6.9 S)**

49 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

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1 Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is
2 terminated due to an uncured default of the COUNTY hereunder, LESSOR may declare all rent payments to
3 the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years.
4 In no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the
5 term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by
6 Article 16, section 18, of the California Constitution. LESSOR acknowledges and agrees that said Article
7 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts
8 with the provisions of this paragraph. Notwithstanding the foregoing, LESSOR may have other rights or
9 civil remedies to seek relief due to the COUNTY's default under the Lease.

11 **27. LABOR CODE COMPLIANCE (6.10 S)**

13 LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a
14 condition precedent to the Commencement Date of the term of this Lease or any such future improvements
15 or modifications performed by LESSOR at the request of COUNTY shall be governed by, and performed in
16 accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of
17 California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or
18 modifications costing more than \$1,000, unless an exception applies, including but not limited to the
19 exception to the definition of public works under § 1720.2.

21 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LESSOR shall
22 comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and
23 overtime work in the locality applicable to this Lease for each craft, classification, or type of workman
24 needed to execute the aforesaid improvements or modifications. The rates are available from the Director of
25 the State Department of Industrial Relations at the following website:
26 <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. LESSOR shall post a copy of such wage rates at
27 the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications
28 to be completed for COUNTY within the Premises. LESSOR shall comply with the provisions of Sections
29 1775 and 1813 of the Labor Code.

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

37 If LESSOR neglects, fails, or refuses to provide said payroll records to the SSA/Facilities Services Manager,
38 upon request, such occurrence shall constitute an event of default of this Lease and COUNTY may,
39 notwithstanding any other termination provisions contained herein:

41 A. Terminate this Lease upon written notice to LESSOR; or

43 B. At COUNTY's sole option, COUNTY may deduct future rent payable to LESSOR by
44 COUNTY as a penalty for such non-compliance of paying prevailing wage, which rent
45 deduction would be COUNTY's estimate, in its sole discretion, of such prevailing wage rates
46 not paid by LESSOR.
47

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

5 **28. COMMISSION (6.11 S)**

7 COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to
COUNTY Six Hundred Nineteen Thousand Five Hundred Fifty-Five Dollars and Three Cents (\$619,555.03)
9 commission as a result of this lease transaction. Said commission shall be paid to COUNTY within five (5)
working days after execution of this Lease by COUNTY. Said commission payment shall be made payable
11 to the "County of Orange" and delivered to the Manager of Corporate Real Estate at 300 North Flower Street,
Suite 646, Santa Ana, California 92703.

13 Should COUNTY not receive the above amount within the specified time period, COUNTY, at COUNTY's
15 sole option, may terminate this Lease without further obligation to LESSOR, or at COUNTY's sole option,
COUNTY may deduct any unpaid amount from future rent payable to LESSOR by COUNTY.

17 **29. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)**

19 In order to comply with child support requirements of the County of Orange, LESSOR hereby furnishes
21 COUNTY, COUNTY's standard form, *Child Support Enforcement Certification Requirements*. COUNTY
acknowledges receipt of the aforementioned form, which contains the following information:

- 23 a) In the case where LESSOR is doing business as an individual, LESSOR's name, date of birth, last
25 four digits of Social Security number, and residence address;
- 27 b) In the case where LESSOR is doing business in a form other than as an individual, the name, date
of birth, last four digits of Social Security number, and residence address of each individual who
29 owns an interest of ten (10) percent or more in the contracting entity;
- 31 c) A certification that the LESSOR has fully complied with all applicable federal and state reporting
requirements regarding its employees; and
- 33 d) A certification that the LESSOR has fully complied with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment and will continue to so comply.

37 Failure of LESSOR to continuously comply with all federal and state reporting requirements for child
support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and
39 Notices of Assignment shall constitute a material breach of this Lease. Failure to cure such breach within
sixty (60) calendar days of notice from the SSA/Facilities Services Manager, shall constitute grounds for
41 termination of this Lease.

43 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.

45 **30. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)**

47 In accordance with the United States Immigration Reform and Control Act of 1986, LESSOR shall require
49 its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any

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1 manner whatsoever, to verify their identity and eligibility for employment in the United States. LESSOR
3 shall also require and verify that its contractors or any other persons servicing the Premises or terms and
5 conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their
7 eligibility for employment in the United States.

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

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

27 Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable,
shall comply with the prevailing wage and related requirements, as provided for in Clause 27 (LABOR
CODE COMPLIANCE) of this Lease.

31. NOTICES (8.1 S)

33 All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may
35 hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by
37 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.

29 TO: LESSOR

TO: COUNTY

31 IX CW 500 ORANGE TOWER, L.P.
33 c/o Lincoln Property Company
35 5 Hutton Centre Drive, Suite 120
Santa Ana, California 92707
Attention: Property Manager

County of Orange
Social Services Agency
500 N. State College Boulevard, 8th Floor
Orange, CA 92868
Attn: Director, Administrative Services

37 With a copy to:

With a copy to:

39 IX CW 500 ORANGE TOWER, L.P.
41 c/o Starwood Capital Group
43 591 West Putnam Avenue
Greenwich, CT 06830
Attention: Asset Manager, Orange Center
45 Tower

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

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1 and a copy to:

3 IX CW 500 ORANGE TOWER, L.P.
4 c/o Starwood Capital Group
5 591 West Putnam Avenue
6 Greenwich, CT 06830
7 Attention: Legal Department

9 **32. ATTACHMENTS (8.2 S)**

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

13 I. GENERAL CONDITIONS

15 II. EXHIBITS

- 17 A. Description - Premises
- 18 B. Plot Plan - Premises
- 19 C. Tenant Improvements and Performance Specifications
- 20 D. Janitorial Specifications
- 21 E. Form of Subordination, Attornment and Non-Disturbance Agreement

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

3 APPROVED AS TO FORM:

LESSOR

5 OFFICE OF COUNTY COUNSEL
7 ORANGE COUNTY, CALIFORNIA

IX CW 500 ORANGE TOWER, L.P.,
a Delaware limited partnership

9
11 By: Thomas A. Miller
Deputy

By: IX CW 500 Orange Tower GP, L.L.C.,
a Delaware limited liability company,
its general partner

13 Date: 7-1-14

By: Andrew Wong
Name: Andrew Wong
Title: Authorized Signatory

17 RECOMMENDED FOR APPROVAL:

19 Social Services Agency

21 BY: _____
Director of Administration

23 County Executive Office

25
27
29 BY: _____
John Beck, Administrative Manager
31 Corporate Real Estate

33
35 SIGNED AND CERTIFIED THAT A
37 COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD
39 PER GC § 25103, RESO. 79-1535

COUNTY

41 Attest:

COUNTY OF ORANGE

43
45 _____
47 SUSAN NOVAK
Clerk of the Board of Supervisors
of Orange County, California

Chair of the Board of Supervisors
Orange County, California

Attachment A

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 its 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 whom shall be jointly and severally liable hereunder.

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

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

“Total Destruction” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent 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, granted herein, null and void; however, rent payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY’s use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within 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 granted herein shall in no way be rendered null and void and LESSOR shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of

Attachment A

1 the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by
2 COUNTY, COUNTY may, at COUNTY's sole option, terminate this Lease or complete the restoration and
3 deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

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

9 **5. AMENDMENT (9.5 S)**

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

15 **6. PARTIAL INVALIDITY (9.6 S)**

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

21 **7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)**

23 If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by
24 reason of acts of God, performance of such act shall be excused for the period of the delay; and the period
25 for the performance of any such act shall be extended for a period equivalent to the period of such delay.
26 Financial inability shall not be considered a circumstance excusing performance under this Lease.

29 **8. STATE AUDIT (9.8 S)**

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

37 **9. WAIVER OF RIGHTS (9.9 S)**

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

45 **10. HOLDING OVER (9.10 S)**

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

Attachment A

1 **11. HAZARDOUS MATERIALS (9.11 N)**

3 LESSOR warrants that, to the best of LESSOR's knowledge, the Premises is free and clear of all hazardous
5 materials or substances.

7 **12. EARTHQUAKE SAFETY (9.12 N)**

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

11 **13. QUIET ENJOYMENT (9.13 S)**

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

17 **14. PROCESSING FEES (9.14 S)**

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

29 **15. WAIVER OF JURY TRIAL (9.15 S)**

31 Each Party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect to
33 its rights to trial by jury, and each Party, for itself and its successors and assigns, does hereby expressly and
35 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
37 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.

39 **16. GOVERNING LAW AND VENUE. (9.16 S)**

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

45 **17. TIME (9.17 S)**

47 Time is of the essence of this Lease.

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Attachment A

1 **18. PAYMENT CARD COMPLIANCE (9.18 S)**

3 Should LESSOR conduct credit/debit card transactions in conjunction with their business with the
5 COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LESSOR covenants and
7 warrants that it is currently Payment Card Industry Data Security Standard (“PCI DSS”) and Payment
9 Application Data Security Standard (“PA DSS”) compliant and will remain compliant during the entire
11 duration of this Lease. LESSOR agrees to immediately notify COUNTY in the event LESSOR should ever
become non-compliant, and will take all necessary steps to return to compliance and shall be compliant
within ten (10) days of the commencement of any such interruption. Upon demand by COUNTY, LESSOR
shall provide to COUNTY written certification of LESSOR’s PCI DSS and/or PA DSS compliance.

13 **19. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (9.19 N)**

15 Pursuant to California Civil Code 1938, LESSOR hereby represents that the Premises has not undergone an
17 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.

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Attachment A

EXHIBIT A

LEASE DESCRIPTION (10.1 S)

PROJECT NO: OCPW/ALS/DA-11-002
PROJECT: SSA Headquarters

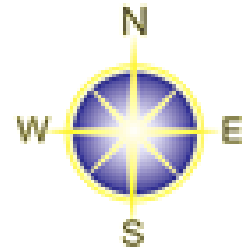
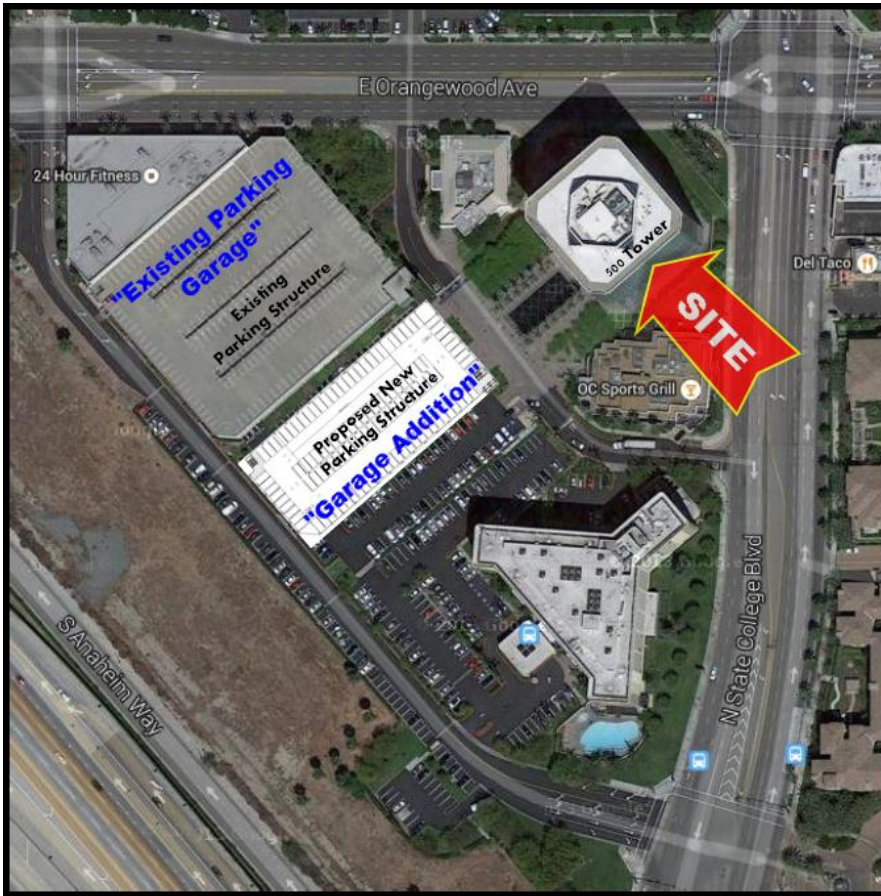
DATE: June 26, 2014
VERIFIED BY: John Beck

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of the first floor (Suite 100), and the entire second, third, fourth, fifth, sixth and eighth floors of that certain fourteen-story building located at 500 North State College Boulevard in the City of Orange, County of Orange, State of California, comprising approximately 132,133 rentable square feet, together with the free use of five hundred (500) parking spaces in the parking lot shown on Exhibit B consisting of 350 reserved parking spaces, 135 unreserved parking spaces, and 15 visitor parking spaces in the Garage Addition which will be temporarily located in the Existing Parking Garage as 40 reserved parking spaces and 460 unreserved parking spaces.

NOT TO BE RECORDED

Attachment A

EXHIBIT B



CEO/ALS/SSA-13-047

Social Services Agency Headquarters

500 N. State College Blvd.

Orange, CA 92868

Prepared By: John Beck

Checked By:

Date:
6/26/2014



LOCATION MAP

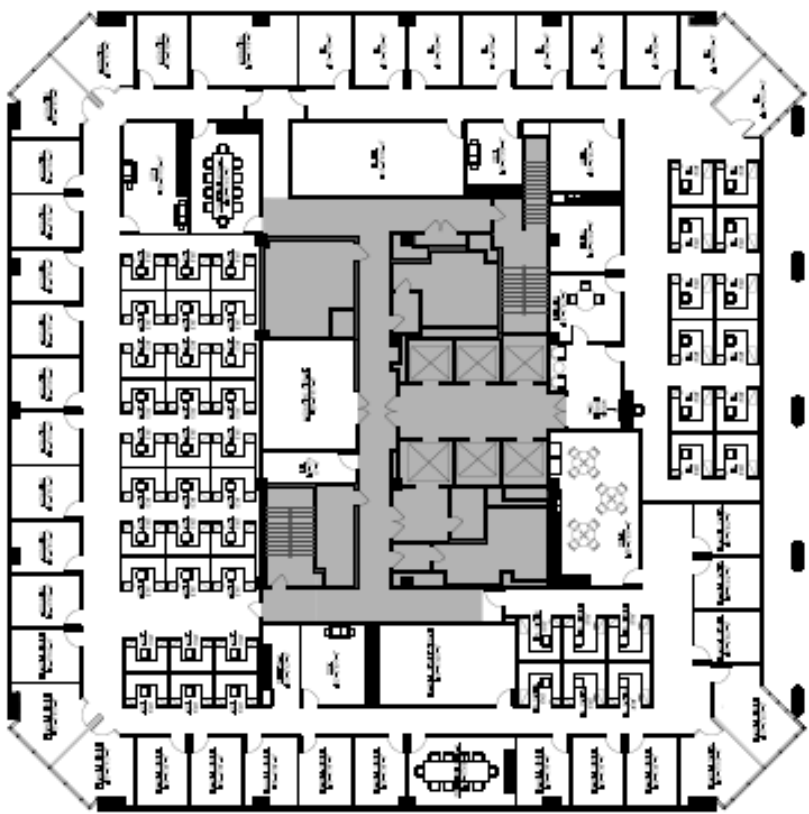
Attachment A

COMMISSIONER OF REVENUE
STATE OF NEW YORK
 120 N. STATE STREET
 ALBANY, NY 12242-1500
 TEL: 518/474-2200
 FAX: 518/474-2201
 WWW.REVENUE.NY.GOV

COMMISSIONER OF REVENUE
STATE OF NEW YORK
 120 N. STATE STREET
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SECOND FLOOR

COMMENTS	
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION
11	REVISION
12	REVISION
13	REVISION
14	REVISION
15	REVISION
16	REVISION
17	REVISION
18	REVISION
19	REVISION
20	REVISION

Attachment A

LEGEND

- 10-11-2013-14
- 12-15-13-14
- 1-16-14
- 2-17-14
- 3-18-14
- 4-19-14
- 5-20-14
- 6-21-14
- 7-22-14
- 8-23-14
- 9-24-14
- 10-25-14
- 11-26-14
- 12-27-14
- 1-28-15
- 2-29-15
- 3-30-15
- 4-31-15
- 5-31-15
- 6-30-15
- 7-31-15
- 8-31-15
- 9-30-15
- 10-31-15
- 11-30-15
- 12-31-15

CONSULTANTS

ARCHITECT: **SAATCHI & SAATCHI**

INTERIOR DESIGN: **SAATCHI & SAATCHI**

MECHANICAL/ELECTRICAL/PLUMBING: **SAATCHI & SAATCHI**

STRUCTURAL: **SAATCHI & SAATCHI**

ENVIRONMENTAL: **SAATCHI & SAATCHI**

LANDSCAPE ARCHITECTURE: **SAATCHI & SAATCHI**

GENERAL CONTRACTOR: **SAATCHI & SAATCHI**

CONTRACT NUMBER

10-11-2013-14

12-15-13-14

1-16-14

2-17-14

3-18-14

4-19-14

5-20-14

6-21-14

7-22-14

8-23-14

9-24-14

10-25-14

11-26-14

12-27-14

1-28-15

2-29-15

3-30-15

4-31-15

5-31-15

6-30-15

7-31-15

8-31-15

9-30-15

10-31-15

11-30-15

12-31-15

SIXTH FLOOR

CONTRACT NUMBER

10-11-2013-14

12-15-13-14

1-16-14

2-17-14

3-18-14

4-19-14

5-20-14

6-21-14

7-22-14

8-23-14

9-24-14

10-25-14

11-26-14

12-27-14

1-28-15

2-29-15

3-30-15

4-31-15

5-31-15

6-30-15

7-31-15

8-31-15

9-30-15

10-31-15

11-30-15

12-31-15

CONSULTANTS

ARCHITECT: **SAATCHI & SAATCHI**

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STRUCTURAL: **SAATCHI & SAATCHI**

ENVIRONMENTAL: **SAATCHI & SAATCHI**

LANDSCAPE ARCHITECTURE: **SAATCHI & SAATCHI**

GENERAL CONTRACTOR: **SAATCHI & SAATCHI**

CONTRACT NUMBER

10-11-2013-14

12-15-13-14

1-16-14

2-17-14

3-18-14

4-19-14

5-20-14

6-21-14

7-22-14

8-23-14

9-24-14

10-25-14

11-26-14

12-27-14

1-28-15

2-29-15

3-30-15

4-31-15

5-31-15

6-30-15

7-31-15

8-31-15

9-30-15

10-31-15

11-30-15

12-31-15

Attachment A

6083 Bristol Parkway
Culver City, CA 90230
310-553-3252

515 S. Flower Street, Suite 100
Los Angeles, CA 90071
213-929-1400

18201 Von Karman Avenue, Suite 120
Irvine, CA 92612
949-724-8958

33 Wood Avenue South, Suite 600
Iselin, NJ 08830
732-603-3858

www.saaia.com

DEMO NOTES

- Remove all floor finishes throughout, scrape clean, and prep as required for new finish
- Remove all wallcovering throughout, skim walls and prep as required for new finish
- Remove all existing doors and frames as noted, salvage for reuse
- Remove all plastic laminate millwork and cap off plumbing as required

GENERAL NOTES

- All walls to the underside of grid, UNO
- Replace lighting, replace/repair ceiling grid and tile throughout as required.
- Provide convenience electrical quads throughout every 50'
- County to provide wall feed furniture whips where cubicle furniture is placed against a wall and power poles where cubicle furniture cannot be fed from the wall
- Landlord to provide and install access control system as called for according to the specs of County's County of Orange, OC Public Works, Access Control System Specifications, attached, on each floor at locations identified by County.
- Rework HVAC as required throughout
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington throughout UNO
- Paint: Dunn-Edwards, Eggshell Finish throughout UNO, provide allowance for 25% of walls to be painted an accent color
- Contractor to identify in bid and include in pricing all items likely to be required by code based on the approved Construction Documents by the city of Orange, fire department or other governing bodies.

MPOE – 1st Floor

- Provide (3) dedicated L5-30R outlets

CONDUIT FOR PAGING AND INTERCOM SYSTEM

- Lessor acknowledges that County may elect to install a paging and intercom system known as a Public Address audio paging system (PA System). In the event that the County elects to install the system. Lessor agrees to provide the necessary conduit and ring-and-string junction boxes needed based on the final scope of the system.
- County, or its selected vendor, shall be responsible for the cost and installation of the PA System.
- Lessor shall install the conduit and junction boxes as needed based on a plan submitted by County or its vendor.
- County agrees to provide the necessary notification of the intent to install and specs and plans as soon as possible during the Construction Document phase.

RECEPTION – 1st FLOOR

- Reception Desk: Provide Dupont Corian Worksurface (bullnose edge) with (3) box/box/file pedestals. Provide (3) reception counters to be Dupont Corian (bullnose edge) with glass above. Behind worksurface provide plastic laminate lower cabinets with Dupont Corian (bullnose edge) countertop. Provide (5) electrical quads and tele/data j-boxes.
- Accounting Window: Provide (1) reception counter to be Dupont Corian (bullnose edge) with glass above. Provide Dupont Corian Worksurface behind. Provide (1) electrical quad and tele/data j-box under worksurface.
- Provide (1) convenience electrical quad and tele/data j-box.
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington

Attachment A

MAIN MAIL ROOM – 1ST FLOOR

- Provide plastic laminate upper and lower cabinets with DuPont Corian countertops (bullnose edge) as shown. Cabinets to be lockable.
- Provide full height open adjustable plastic laminate shelving.
- Provide plastic laminate island with Dupont Corian countertop (bullnose edge) with open adjustable plastic laminate shelving below.
- Provide (2) dedicated quads and tele/data j-boxes for tenant copiers
- Provide (4) electrical quads and tele/data j-boxes above counter for tenant supplied equipment
- Provide (3) convenience quads and tele/data j-boxes
- Provide door locking hardware
- Luxury Vinyl Tile Flooring: Mannington Commercial, Style: Spacia, 18"x18" with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish

TRAINING A, B, & C – 1ST FLOOR

- Walls to be constructed slab to slab with insulation
- Provide movable partitions as noted with required structural support, Hufcor Partition 632
- Provide (6) floor cores per training room, each floor core to have electrical quad and tele/data j-box
- Provide plastic laminate lower cabinets with DuPont Corian countertops (bullnose edge).
- Provide motorized projection screen and power at ceiling for tenant provided projector at each training room. Provide conduit connection from ceiling to location TBD in wall or floor.
- Provide (2) convenience electrical quad and tele/data j-boxes in Training B, and (3) convenience electrical quad and tele/data j-boxes in Training Rooms A and C.
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish

HR RECEPTION – 2ND FLOOR

- Provide glass window with Dupont Corian transaction top and Dupont Corian worksurface with one plastic laminate box/box/file. Provide (1) electrical quad and tele/data j-box on suite side.
- Provide (1) convenience electrical quad and tele/data j-box
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish

MAIN SERVER ROOM – 4TH FLOOR

- Provide dedicated (2) 240V-3 Phase L6-30P outlets, (1) 240V-3 Phase L21-30P outlet and (1) NEMA-L6-50R and (4) dedicated 110 V 20 amp outlets
- Provide 24 hour HVAC to accommodate approximately 80,000 BTUs
- Provide plywood backboards to cover all walls
- Provide door locking hardware
- VCT Flooring: Armstrong, Style: Stonetex with 4" rubber wall base by Mannington
- Paint: Dunn Edwards, Eggshell Finish

WORKSTATIONS

- County to supply modular cubicles and furniture. The furniture shown on the plans are not part of the contracted work.
- County to supply "whips": a power source and data conduit that extends from the wall to the proposed cube location, for each cube shown on the space plan. Landlord to supply plug for whip and j-box for data/phone cabling. Landlord to supply j-box in the ceiling at each power pole rather than j-box in the wall.
- Lighting installation or relocation to provide sufficient lighting quality pursuant to industry standard and subject to any California Energy Code regulations-
- Relocate, replace or repair ceiling tiles as appropriate



Attachment A

OFFICES- ALL ROOMS, U.N.O.

Lessor to provide finishes and specs based on project standards as described below:

- Walls to be constructed to underside of grid with insulation in stud cavity and provide caulking at window mullion connection to wall
- Standard door, No sidelights
- Door knob to be in standard passage lever form- non-locking- Passage lever about 25%; approximately 75% of non-Exec offices to be locking door lever type
- Door stop
- Existing windows to be cleaned (for window-lined offices) and blinds delivered in working condition
- Provide light control switches per California Energy Code regulations
- One duplex receptacle (wall location to be identified in CDs) on short wall, Quad receptacle on opposite long wall where furniture will be installed
- One data j-box "ring and string" prepared for data & phone cabling installation by County vendor- two data j-box ring and string on opposite walls
- One air supply and one air return register
- Lighting installation or relocation to provide sufficient lighting quality pursuant to industry standard and subject to any California Energy Code regulations
- Relocate, replace or repair ceiling tiles as appropriate
- Coat hooks installed on rear of door in all offices
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish; one wall to receive accent paint.

OFFICES – SENIOR ADMIN ONLY

Lessor to provide finishes and specs based on project standards as described below:

- Walls to be constructed slab to slab with insulation in stud cavity and provide caulking at the window mullion connection to wall.
- Standard door, No Sidelights
- Door lever to have locking mechanism
- Door stop
- Coat hook installed on rear of door
- Existing windows to be cleaned (for window-lined offices) and blinds delivered in working condition
- Provide light control switches per California Energy Code regulations
- Two duplex receptacles (wall locations to be identified in CDs)- One quad receptacle on furniture wall + Two duplex receptacles locations TBD
- One data j-box "ring and string" prepared for data & phone cabling installation by County vendor- Two j-box ring and string on opposite walls
- One air supply and one air return register
- Lighting installation or relocation to provide sufficient lighting quality pursuant to industry standard and subject to any California Energy Code regulations
- Relocate, replace or repair ceiling tiles as appropriate
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish; one wall to receive accent paint.

BREAK ROOMS

- Provide plastic laminate upper and lower cabinets with DuPont Corian countertops (bullnose edge). Provide double bowl stainless steel sink with garbage disposal and insta-hotCabinets to be lockable. Provide wall mounted paper towel dispenser and countertop mounted soap dispenser.
- Provide dedicated electrical and cold water lines for (2) tenant provided refrigerators
- Provide dedicated electrical for (2) tenant provided microwaves
- Provide dedicated electrical for (1) tenant provided toaster oven
- Provide dedicated electrical and water line for tenant provided water cooler
- Provide dedicated electrical and water line for (2) tenant provided coffee makers.



Attachment A

- Luxury Vinyl Tile Flooring: Mannington Commercial, Style: Spacia, 18"x18" with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Semi-Gloss Finish at Sink walls, Eggshell Finish remainder of walls; one wall to receive accent paint.

COFFEE BARS

- Walls to underside of grid, provide sound blankets to hang from deck to top of wall.
- Provide plastic laminate upper and lower cabinets with DuPont Corian countertops (bullnose edge). Provide single bowl stainless steel sink with garbage disposal and insta-hot. Cabinets to be lockable. Provide wall mounted paper towel dispenser and countertop mounted soap dispenser.
- Provide dedicated electrical and cold water lines for (1) tenant provided refrigerator
- Provide dedicated electrical for (1) tenant provided microwave
- Provide dedicated electrical for (1) tenant provided toaster oven
- Provide dedicated electrical and water line for tenant provided water cooler
- Provide dedicated electrical and water line for (1) tenant provided coffee maker.
- Luxury Vinyl Tile Flooring: Mannington Commercial, Style: Spacia, 18"x18" with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Semi-Gloss Finish at Sink walls, Eggshell Finish remainder of walls

COPY ROOMS

- Provide plastic laminate upper and lower cabinets with DuPont Corian countertops (bullnose edge). Provide (1) pull-out trash receptacles and (1) pull-out recycle receptacle. Cabinets to be lockable.
- Provide dedicated electrical quads and tele/data j-boxes every 5' at millwork.
- Provide (2) dedicated electrical quads and tele/data j-boxes for tenant provided copiers.
- Provide (1) convenience electrical quad and tele/data j-boxes
- Luxury Vinyl Tile Flooring: Mannington Commercial, Style: Spacia, 18"x18" with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish

CONFERENCE ROOM A

- Walls to be constructed slab to slab with insulation
- Provide 8' of plastic laminate lower millwork with DuPont Corian countertop (bullnose edge). Cabinets to be lockable.
- Provide (2) floor cores to accommodate quad electrical at each with conduit connection to ceiling for tenant provided projector
- Provide motorized projection screen and power at ceiling for tenant provided projector
- Provide (3) convenience electrical quad and tele/data j-boxes
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish; one wall to receive accent paint.

CONFERENCE ROOM B

- Walls to be constructed slab to slab with insulation
- Provide 8' of plastic laminate lower millwork with DuPont Corian countertop (bullnose edge). Cabinets to be lockable.
- Provide (1) floor core to accommodate quad electrical with conduit connection to wall at tenant provided TV
- Provide wall backing, electrical, tele/data j-box for tenant provided TV
- Provide (3) convenience electrical quad and tele/data j-box
- Carpet Tile 24" x 24": Mannington Commercial, Style: Tibetan Wool with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish; one wall to receive accent paint.



Attachment A

IDF ROOMS

- Provide (1) dedicated (1) L14-30R and (1) NEMA L5-30R outlets and (2) dedicated 110V 20amp outlets
- Provide 24 hour ventilation as engineered appropriately to accommodate tenant's equipment. to accommodate approximately 30,000 BTUs
- Provide 4'x8' Telephone Backboard
- Provide door locking hardware
- VCT Flooring: Armstrong, Style: Stonetex with 4" rubber wall base by Mannington
- Paint: Dunn Edwards, Eggshell Finish

STORAGE & FILE ROOMS

- Provide door locking hardware
- Provide (1) electrical quad and tele/data j-box
- Luxury Vinyl Tile Flooring: Mannington Commercial, Style: Spacia, 18"x18" with 4" rubber wall base by Mannington
- Paint: Dunn-Edwards, Eggshell Finish

Attachment A

County of Orange OC Public Works Access Control System Specifications

COUNTY ACCESS CONTROL OVERVIEW

The access control system will utilize the County's existing access control system (Lenel OnGuard 2012 version 6.5.624) and Wide Area Network (WAN) network. The Lenel database is centrally managed by the OC Public Works. The County uses 26-bit wiegand format ID cards.

OC Public Works shall approve all installation designs that intend to expand the County's access control infrastructure including, but not limited to, access control material lists, wire specifications, electrified locks, and integration methods with other security or electronic control systems, including but not limited to, digital video, elevator control, duress, parking gates, ADA systems, audio systems, and intrusion alarm.

Unless otherwise specified by the County, the COUNTY shall perform system programming including Intelligent System Controllers, Reader Interface Modules, Input/output Modules, timezones, segmentation, cardholder profiles and access levels. When requested, the VAR shall provide software engineering resources that can support all applications and features available in OnGuard.

LENEL VALUE ADDED RESELLER (VAR) QUALIFICATIONS

1. Contractor shall provide for all system access control work a Lenel Value Added Reseller to provide and install. The VAR must be certified on the latest OnGuard software release, have appropriate contractor licensing and provide documentation for the following.
 - a. Five (5) Lenel MASTER certified technicians
 - b. Two (2) Lenel SILVER certified (or better) technicians
 - c. Five (5) consecutive years as a Lenel OnGuard VAR
 - d. Currently at Lenel TierVantage level ELITE
 - e. C10 – Electrical Contractor License

ACCESS CONTROL MATERIALS

1. The County access control system shall utilize Lenel Access control field hardware to meet requirements specific to each location. Each facility makeup will include an Intelligent System Controller (ISC) also referenced as Intelligent Dual Reader Controller (IDRC) (typically LNL-2220) and the appropriate number of Single or Dual Reader Interface Modules (SRI/DRI) (typically LNL-1320 series 2).
2. Power supplies shall be Altronix multi-output power supply/charger that converts 115VAC, 60Hz input into 12VDC or 24VDC. Specific model shall be determined when system is engineered for location. All final designs and equipment must be approved by OC Public Works\Facilities Operations.
3. 12VDC batteries shall be supplied to meet required back up power time determined by the County's access control (typically 8 hours).
4. Readers shall be HID RP40 multiCLASS Reader single gang black. The priority coding will be set to 125kHz – HID, Indala®, EM4102 or AWID proximity (HID call out part # RP40 (6125BKN0000-PNONE). RP15 multiClass readers shall be installed in locations that cannot accommodate the dimensions of a RP40 multiClass reader
5. Door envelope shall consist of electronic door hardware, request to exit device, and door monitoring switch. These items shall be determined specific to each location to match building aesthetics and meet required code(s). All final designs and equipment must be approved by OC Public Works\Facilities Operations.

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6. Communication cable shall be Cat 6 and RS-485 will be 2 Pair, 24 AWG tinned copper individually shielded pairs, RS-485 low-capacitance communication, instrumentation, and special application plenum cable (see appendix A). Access cable shall be a plenum composite cable (Reader, REX, Strikes, and Contacts) specific for access control use.
 - a. Contact wire shall have minimum 1 pair 22 gauge
 - b. Lock power wire shall have minimum 1 pair 18 gauge
 - c. REX wire shall have minimum 2 pair 22 gauge
 - d. Reader wire shall have minimum 3 pair 22 gauge shielded
7. New panel enclosures shall be Hoffman, or County approved equal with the appropriate UL rating. Enclosure design shall be approved by County prior to installation.

PERFORMANCE SPECIFICATIONS

1. The VAR shall install all access control related hardware including but not limited to access panels, reader modules, input/output panels, alarm panels, wireless door receivers and openers, proximity readers, diodes for door supervision, request to exit devices, door contacts, various types of electrified door locking hardware, power supplies, wiring and incidental materials.
 - a. Door envelopes shall be fully complimented (reader, electronic lock, door position switch, request to exit device and any incidental conduit and mounting hardware)
2. The access control system contractor shall provide all necessary permits and install all materials and labor in compliance with requirements of Lenel, local codes and UL 294.
 - a. Applicable doors and frames shall retain fire rating
3. Power supplies shall be hard wired in conduit on an isolated circuit when possible with a tamper resistant key (blade style) switch.
 - a. Battery and AC supervision shall be connected to the Lenel access panel or reader module to indicate loss of AC power and report low battery conditions
4. Miscellaneous:
 - a. Diodes shall be used at each reader door to effect door supervision
 - b. Tamper switches shall be installed and wired at all access panel or reader module enclosures and power supply enclosures
 - c. Readers, access panels, power supplies and cabling shall be labeled to the County's naming convention standards
 - d. Tests of access control hardware and installation shall be performed to the approval of the County's access control
5. The CONTRACTOR shall follow all manufacture installation specifications including, but not limited to, power supplies, Lenel Intelligent Dual Reader Controller, Lenel Reader Interface Modules, and Lenel Input and Output modules.
6. The CONTRACTOR shall provide a project manager to manage the entire access control project including, but not limited to, access control hardware, hardware/software programming, wiring, electrified door hardware, electrical, testing and documentation.
7. The CONTRACTOR shall have advanced Lenel software engineering resources that can support the COUNTY all Lenel OnGuard applications. CONTRACTOR engineering resources shall be trained and certified in Microsoft SQL database administration and be able to support the Lenel Access Control SQL database.
8. The CONTRACTOR shall perform final sequence testing of the Lenel access control equipment. CONTRACTOR shall repair any failures identified during testing. Testing sequences shall include, but is not limited to circuitry, controls, switches,

Attachment A

readers, locks, inputs/outputs, accurate event alarms at each door including 'alarm active', 'request-to-exit', 'door held', 'door forced', 'access granted', and 'access denied'. COUNTY will be present during all testing sequences to validate accuracy and testing completion.

9. In accordance with County naming conventions, the CONTRACTOR shall label all equipment, including, but not limited to reader panels, power supplies, wiring, readers, and lock power.
10. CONTRACTOR shall wire Lenel power fault (FLT) with Altronix AC power and battery status monitoring in accordance with the COUNTY'S Lenel wiring standards.
11. CONTRACTOR shall maintain organized and documented cable management within panel enclosures and closets. Enclosure type, enclosure layout design, wire duct, wire ties, and conduit type and locations must be approved by the COUNTY prior to installation.
12. CONTRACTOR shall provide and install conduit to conceal all visible wire. EMT conduit shall be used (no flex conduit).
13. CONTRACTOR shall use COUNTY approved premium industrial quality connectors, wire duct, Velcro wire ties, industrial terminal blocks for wire splicing and/or wire interconnects points.
14. CONTRACTOR shall install supervised circuits unless otherwise requested by the COUNTY.
15. The CONTRACTOR shall provide 1 year warranty on all Lenel materials and labor.

ENGINEERING AND DRAWINGS

Engineering drawing/shop drawings will be required for all work and must be approved by OC Public Works\Facilities Operations in addition to AE. Contractor shall provide the County security system engineering, plan check submittals, device location maps, as-built drawings, and operational and maintenance manuals.

MISCELLANEOUS

Markings: E130356 TYPE CMP 24 AWG (UL), C(UL) 150C ROHS

Color: Black / Red White / Green
Code:**Attachment A**[Contact Us For More Information](#)

T: 800.395.0200 F: 718.358.2522 E: sales@aerospacewire.com W: www.aerospacewire.com

LOW MINIMUM RUNS QUICK TURNAROUNDS CUSTOM CABLE SOLUTIONS MADE IN USA

* Specification subject to error and may change without notice

5 communication cabling



Aerospace Part#: TBD PLENUM CABLE

DESCRIPTION2 Pairs AWG 24/7x32 TC
Individual Foil Shield Foam FEP/Halar Orange CMP**PHYSICAL PROPERTIES**

Pairs		Insulation			
# Pairs	AWG	Material	Material	Wall	Finished OD
2	24/7x32	Tinned Copper	Foam FEP	.015"	.055"

Outer Shield Material		Drain Wire		
Shield Type	Material	Coverage	AWG	Material
Each Pair Shielded	Alum / Mylar	100%	24/7x32	Tinned Copper

Outer Jacket Material		Cabling		
Jacket Material	Color	Wall	Overall O.D.	Lay
E-CTFE	Orange	.015"	.234" Nom.	1" Lay on Pair with Clear Mylar 4" Lay on Cable with Clear Mylar

MECHANICAL PROPERTIES

Operating Temp	Total Weight	Bend Radius
UL Rated -40C to 150C	23.5 lbs/m	15 X OD

ELECTRICAL PROPERTIES

Max. Operating Voltage	Capacitance (Cond. To Cond.)	Impedance	D.C. Resistance
UL Rated 300V Power Ltd.	10.7 pf / ft nom.	114 ohms nom.	27.2 Ohms/m @68F

Vel of Prop
83%

INDUSTRY APPROVALS AND COMPLIANCE**Standards & Environmental Programs**

RoHS Compliant	YES
Suitability	Indoor, Direct Burial, Wet Location
Resistance	Oil, Gas, Sunlight, Abrasion, Acid
Applications	Communications, Audio, Control, Instrumentation
Flame Test	NFPA 262 / FT6
NEC / (UL) Specification	CMP
CEC / C (UL) Specification	CMP

MISCELLANEOUS

Markings: E130356 TYPE CMP 24 AWG (UL), C(UL) 150C ROHS

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Attachment A

TENANT IMPROVEMENT PERFORMANCE SPECIFICATIONS (10.3 S) INTRODUCTION

“COUNTY” for this Exhibit “C” shall mean the Social Services Agency.

DIVISION 1 - GENERAL REQUIREMENTS

- A. All Work shall be done in accordance with these Performance Specifications. LESSOR’s architect will provide for required “acceptance” signatures from COUNTY and its Telecommunications and Data Services (where applicable).
- B. These Performance 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. COUNTY must review and sign for the acceptance of Space Plan(s) and furniture layout plan(s) prior to the commencement of the Work.

LESSOR shall provide COUNTY with one reduced set (11” X 17”) of plans for final acceptance signatures.

- E. Provide furniture plan(s) to COUNTY. The furniture shown on plan(s) is not a part of this contracted Work, unless otherwise noted on the signed-off plans, and modular partitions are not deemed to be “furniture” for purposes of this clause.

Changes to the accepted Space Plan(s) and Specifications shall be made only upon written approval by COUNTY.

COUNTY shall be notified immediately by LESSOR/Contractor should any discrepancy or other question(s) arise pertaining to the working drawings that cause deviation(s) in any way from the accepted space plan(s) or specifications.

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

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- G. All materials shall be at a minimum commercial-grade quality. Finishes and colors shall be selected by COUNTY prior to commencement of Work.
- H. LESSOR/Contractor shall verify all dimensions and conditions at the site, and LESSOR/ Contractor shall submit in writing said verified dimensions and conditions to COUNTY before starting Work. Noted dimensions take precedence over scale.
- I. Provide & Install, (P&I), security as required by COUNTY, city building ordinances where applicable, and COUNTY's safety officer.
- J. LESSOR's architect shall generate a punch list and furnish COUNTY with two copies of said punch list at the time of substantial completion inspection.
- K. COUNTY recognizes that LESSOR/Contractor will be using existing improvements and materials whenever possible. However, COUNTY shall the right of final selection of colors, finishes and styles.
- L. All materials whether new, used, relocated or existing shall be free of defects and shall look like new in appearance.
- M. These space plan(s) were not prepared for the intent of obtaining building permits. Any additional plans or details necessary to obtain the required permits shall be the responsibility of the LESSOR.
- N. Computer Aided Drafting; All specific requirements for this project shall be detailed to COUNTY's, COUNTY satisfaction.
- O. Submission of all CAD data files shall be in one of the following software formats:
- Micro Station DGN format; Microsoft Windows based system
 - AutoCAD DXF format: Microsoft Windows based system
 - Other (Generic DXF format: Microsoft Windows based system)

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

- Compact disc ROM (read only memory)

If the submitted generic DXF format CAD data files cannot be translated into MisroStation, AutoCad DXF format will be required.

No other formats accepted unless approved by COUNTY Department. COUNTY reserves the right to reject CAD files delivered in any other formats not specified above, or not approved.

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DIVISION 2 - SITEWORK

- A. LESSOR, at LESSOR's expense, shall 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.
- B. Provide any wall and floor saw-cutting and/or core-drilling needed to complete the installations of all equipment, fixtures, and utilities shown on space plan(s).
- C. Provide freshly slurred parking lot and stall striping for number of spaces agreed to in Lease.
- D. P&I stenciling on curbs and pavement as specified by COUNTY.

DIVISION 3 - CONCRETE

- A. P&I all floor reinforcing in areas where raised flooring is supporting high concentrations of weight [i.e.: telephone room(s), file, storage rooms, etc.].

DIVISION 4 - MASONRY

NONE

DIVISION 5 - METALS

- A. Partition framework, except as otherwise indicated, shall be of 4" nominal stud construction.

DIVISION 6 - WOOD & PLASTICS

- A. P&I upper and lower cabinets. All built-in cabinets shall have a laminated plastic top, edge and 4" splash. Exposed corners shall be rounded with a minimum of 1" to a maximum of 1½" radius.
- B. P&I 4'x 8'x ¾" plywood backboard(s) on all four walls in the COUNTY's telephone room. Backboard(s) shall be treated with a fire retardant application as required by fire/building codes.

DIVISION 7 - THERMAL & MOISTURE PROTECTION

- A. All new full height partitions shall be sound insulated, have at least 3" fiberglass insulation and a Sound Transmission Class (STC) rating of 49 minimum.

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DIVISION 8 - DOORS & WINDOWS

- A. Door frames shall be of commercial grade wood or metal, acceptable for heavy-duty use. Solid-core wood doors shall be installed throughout.
- B. P&I keyed entry doors permitting free access during business hours and entry by key only on non-business hours. Keyed bolt lock(s) are not acceptable on the interior side of the entry door. The key system (master and sub-master set-up) and number of keys will be determined by COUNTY and provided by the LESSOR.

Doors shall be equipped with a standard passage latch unless noted otherwise and shall have a maximum finished floor clearance of 3/16.”

- C. P&I door stops for all doors.
- D. Coat hooks shall be installed on the inside of all private office doors at 65-inches from the base of the door, unless otherwise specified by the Social Services Agency.
- E. P&I vision panels on all hallway doors, Interview rooms, conference rooms, store rooms, lunch rooms and any other doors to high traffic areas.
- F. P&I kick plates on designated doors.
- G. P&I automatic closures on doors as indicated as required by applicable codes.
- H. Compliance with ADA; Contractor shall furnish all labor, material, permits and drawings to convert existing manual entry doors to ADA Automatic Entrances in compliance with Federal ADA requirements and local codes. The LESSOR may comply by either installing a fully automatic door with seeing eye/motion opening/closing or by installing electric automatic door operators as requested by the County. In the event of the latter the conversion shall include: Installation of electric automatic door operators, electrical wiring and circuitry, electronic control, direct wire wall switches, full width header, safety signage on doors, and any element necessary for the 100% completion in accordance with ADA Accessibility Guidelines, and COUNTY specifications.
- I. Existing windows shall be cleaned and restored to first-class working condition and color matched to new construction. Caulk and weather-strip as necessary in order to obtain full weatherproofing. Replace window tinting as requested by COUNTY.

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DIVISION 9 - FINISHES

- A. Partitions, except as otherwise indicated, shall have a minimum 5/8" gypsum board on each side. Joints shall be taped or joined with acceptable mechanical joints to provide a continuous surface, suitable for a high-grade durable finish. All newly constructed wall intersections in heavy traffic areas shall receive a "Bullnose" detail treatment (corner guards are acceptable).
- B. All gypsum board partitions shall be treated with one sealer coat, then painted with one undercoat and one finish coat of Dunn-Edwards® semi-gloss latex paint or accepted equivalent.
- C. Restroom wainscot(s) shall be 54" high ceramic tile, or other acceptable material(s) approved by The Social Services Agency.
- D. The ceiling height shall be a minimum of 8'- 6" to 9'- 0" throughout (except restrooms), or other acceptable wall height(s) approved by COUNTY.
- E. Acoustic tile to be installed for all ceilings and soffits.
- F. New or reconditioned ceilings shall be acoustical material faced.
- G. P&I new flooring finish materials that meet or exceed the requirements of this section.
- H. All areas are to be carpeted unless noted otherwise.
- I. Carpet shall be direct glue down and shall meet the following specifications:
 - 1. Specifications for Broadloom Carpet:
 - a. 100% Antron 6,6 continuous filament nylon, 100% yarn dyed, 100% solution dyed or a combination of yarn and solution dyed with permanent static control and soil and bleach resistant technology applied by mill.
 - b. Minimum yarn weight 26 ounces, minimum density 6,000.
 - c. Unitary back with 15-year warranty against edge ravel, zippering and delamination.
 - d. To be installed using manufacture's recommended adhesives.
 - e. Must meet NSF-140 specification for a "Gold" level of compliance at a minimum.
 - f. Construction to be tufted or woven, level or multi-level loop pile with maximum pile height variation of 1/32 inch.
 - 2. Specifications for Modular Carpet Tile:
 - a. 100% Antron 6,6 continuous filament nylon, 100% yarn dyed, 100% solution dyed or a combination of yarn and solution dyed with permanent static control and soil and bleach resistant technology applied by mill.

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- b. Minimum yarn weight 20 ounces, minimum density 6,000.
 - c. Modular tile size shall be min. 18” squares up to a max. 24” squares.
 - d. Closed cell non-aqueous polymer backing with lifetime warranty against wick back of stains, edge ravel, zippering and delamination.
 - e. To be installed using manufacture’s recommended adhesives.
 - f. Must meet NSF-140 specification for a “Gold” level of compliance at a minimum.
 - g. Construction to be tufted or woven, level or multi-level loop pile with maximum pile height variation of 1/32 inch.
- J. Unless otherwise specified or required by code, vinyl composition tile (VCT) shall be a minimum of 3/32” thick with color and pattern completely through tile thickness.
- K. P&I new 4-inch high wallbase throughout.
- L. Restroom floors shall be ceramic tile, or other material(s) approved by COUNTY.
- M. New or existing doors and frames shall be painted or refinished with undercoat, split-coat, and finish coat of semi-gloss enamel. Doors and frames with wood grains shall be stained with two coats of lacquer.

DIVISION 10 - SPECIALTIES

- A. P&I signage to consist of, but not limited to: exterior sign(s), directory sign(s), suite entry door sign(s), room and cubicle numbers, department title(s), maximum occupancy for high density rooms, no smoking signs, emergency evacuation plan(s) in lobbies, all conference rooms and training rooms, and all required exit signs with directional arrows, parking lot signs and other signs as required by COUNTY, and local codes and ordinances.

All signs to be done to COUNTY and ADA standards, including but not limited to, Braille requirements, etc.

- B. P&I ABC type fire extinguishers with semi-recessed plastic face cabinets as required by codes and COUNTY’s safety officer; and appropriate type fire extinguishers in all computer room(s) and/or telephone switch room(s). Install L projecting wall signs identifying location of extinguishers.
- C. Restrooms shall be provided with required accessories including, but not limited to: mirrors w/shelf, soap dispensers, feminine napkin-recessed vendors, and disposal receptacle for the napkins in each and every (woman’s) stall, semi-recessed paper towel dispensers with waste receptacles, toilet seat cover dispensers, a clothes hook in each toilet compartment and other fixtures as required by COUNTY.
- D. Toilet partitions shall be 70” in height.

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- E. Cabinets with sinks shall be provided with a paper towel dispenser(s) and a recessed waste receptacle(s). In addition, cabinets in employees' lounge(s) shall include liquid soap dispenser(s).
- F. Baby changing-tables shall be provided in all public restrooms.

DIVISION 11 - EQUIPMENT

NONE

DIVISION 12 – FURNISHINGS

- A. P&I new mini and/or vertical blinds on all interior and exterior glazing (including door glazing); blinds to be Levelor[®] or equal quality, with final selection of type of blinds made by COUNTY.
- B. Provide pre-cast concrete trash receptacles and cigarette urns placed outside main building entrances.

DIVISION 13 - SPECIAL CONSTRUCTION

NONE

DIVISION 14 - CONVEYING SYSTEMS

NONE

DIVISION 15 - MECHANICAL

- A. Piping, whether conducting liquids or venting, shall be concealed within the walls. No exposed piping is permitted. Only water conserving plumbing fixtures shall be acceptable.
- B. Provide floor drains for overflows in all restrooms.
- C. P&I drinking fountain(s) in accordance with the Uniform Plumbing Code (UPC) and the "Americans with Disabilities Act" (ADA) requirements as applicable; and in addition, as may be required by COUNTY. Drinking fountain(s) shall have lines with replaceable filters.
- D. Cabinets with sinks shall be provided with hot and cold water. In addition, cabinets in employees' lounge(s) shall include a sink with a 3/4 hp commercial grade food waste disposer.
- E. Heating and air conditioning equipment shall have the capability of maintaining all occupied indoor areas at the room temperatures shown when outdoor temperatures are as follows:

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Outdoors

Summer - 95 ° dry bulb

Winter - 35 ° dry bulb

Maintain Indoors

78 ° dry bulb at maximum range of 40% to 60% relative humidity.

68 ° dry bulb

- F. All HVAC controls pertinent to the Premises are to be located within the Premises.
- G. All HVAC thermostats shall be concealed by a clear plastic tamperproof lock box.
- H. The ventilation system shall supply a minimum of 20 cubic feet/minute of outside air per occupant. The HVAC system shall be capable of keeping the indoor concentration of carbon dioxide below 1,000 parts per million. There shall be an averaged air velocity of 20 feet per minute through the work space to sufficiently distribute the air. The HVAC supplies and returns shall move such volumes of both recirculated and outside volumes of air so that the mixing rate will be at least 10 air changes per hour.
- I. All systems in operation shall not exceed noise levels of NC-35 within any portion of the Premises.
- J. Restrooms are to be vented to the outside. Mechanical exhaust ventilation to the outside must be provided for restrooms that are within the office building and kitchen/break areas supplied with cooking facilities (other than microwave ovens).
- K. Ductwork shall be concealed above the ceiling.
- L. P&I “sound boots” for all HVAC return air grills at plenum ceilings in offices and conference rooms only; open areas and other rooms shall have standard return air grills.
- M. Each room shall have at least one supply and one return register.
- N. In telephone/IT equipment room, P&I ceiling exhaust fan/ one (1) A/C unit with thermostatic control set to activate at 75° F for 24-hour operation. Air conditioning for the Premises shall include vent and return within telephone equipment room to maintain room temperature at 75° F.
- O. A color-coded “HVAC Zoning Plan” indicating the areas served by each thermostat shall be provided to COUNTY upon project completion.
- P. On any newly installed or modified HVAC system, an air balance check shall be performed, any necessary adjustments shall be made, and a report shall be furnished to the Social Services Agency.

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DIVISION 16 - ELECTRICAL

- A. All telephone and other communication equipment shown on the space plan(s) shall be provided in accordance with the information furnished by COUNTY's Telecommunications who, in conjunction with the Social Services Agency, will both review and accept the space plan(s).
- B. Illuminated EXIT signs with 6" high minimum letters shall be installed in hallways, conference rooms, and any other high-density occupancy rooms.
- C. Lighting shall be recessed into the ceiling and meet the lighting levels required in this section.
- D. P&I fluorescent lighting at all interior spaces that meet code and provide the following minimum lighting intensities at desk level:

	MINIMUM FOOT-CANDLES:
General Offices/Utility Rooms	60
Public Areas	30
General Corridors	20
Other interior areas	I.E.S. Recommended Levels
Parking Lot	1

- E. All lighting controls pertinent to the Premises shall be located within the Premises.
- F. All electrical panels exclusively serving the Premises shall have an individual electrical expansion capacity of no less than 30% and have panel -mounted-mode ACCUVAR surge suppression systems on the electrical panels serving outlets inside each floor space and telephone closets.
- G. All communication jacks shall have a receptacle box with 3/4" diameter conduit stubbed out into accessible ceiling space and a pull string provided. No exposed conduit is permitted. Provide solid cover plates for jacks that are not in current use. COUNTY's Telecommunications and COUNTY must both be notified in writing by LESSOR/Contractor as to whether or not the Premises will have an 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.
- H. For single tenant or multi-tenant buildings without telephone company provided Intra-building Network Cable (INC): P&I 4" EMT diameter conduit from the telephone company's designated Minimum Point of Entry (MPOE) to COUNTY's telephone backboard(s) and provide pull string as necessary.
- I. For multi-tenant buildings with telephone company provided Intra-building Network Cable (INC): provide ____ cable pairs for COUNTY, tagged at each distribution point in the building, for COUNTY's exclusive use. LESSOR shall maintain a contract with telephone company for repair and maintenance of

Attachment A

- INC. LESSOR/Contractor shall P&I ____ - ____ diameter conduit from INC floor terminal room to COUNTY's backboard(s) and P&I string as necessary.
- J. Center ____ - ____ diameter sleeve(s) above each telephone backboard. Terminate 1' above and below ceiling line in accessible plenum space. P&I 4" EMT diameter sleeves at all fire corridors.
- K. At the COUNTY's telephone backboards: P&I a dedicated 110 VOLT 20 AMP quadruplex receptacle at each backboard location and P&I an isolated ground from main electrical room. Use a standard 6 GA equipment room grounding conductor.
- L. For buildings without fire alarm systems: P&I alarm system and smoke detectors to current applicable codes and standards.
- M. For buildings with fire alarm systems, provide test results to COUNTY showing the system meets current code(s) and standard operational guidelines.
- N. Compliance with ADA; In preparing the plans, the LESSOR's architect shall assure that the plans comply with all requirements of the "Americans with Disabilities Act (ADA)", including audible and visual smoke and fire alarm devices applicable to a public services office.
- O. All electrical outlets in public use areas shall have child-proof receptacles.
- P. Variable light control (dimmer) switches shall be installed in all conference and training rooms.
- Q. Emergency lighting shall be provided in all hallways, stairwells, elevators, and parking structures.
- R. Parking lot lighting shall be controlled with light-sensor devices designed to activate whenever conditions of low levels of natural daylight exist.
- S. Where applicable, P&I J-boxes in the ceiling to accommodate power pole feeds for modular workstations. Coordinate with the modular vender for location and number of J-boxes.
- T. Each office and modular work station shall have one four-plex and one phone jack (w/pull string) on the primary wall. On the opposite wall one duplex receptacle, one orange duplex receptacle (isolated ground w/no more than four outlets per 20amp circuit), and one phone jack (w/pull string) and solid cover plate.
- U. Building Exterior; All areas to be securely lighted at night.

Attachment A

EXHIBIT D

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.

“Five-day-per-week” janitorial service as required in Clause 16 (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.

Attachment A

ANNUALLY:

1. Clean carpet throughout Premises.

RESTROOMS

NIGHTLY:

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

MONTHLY:

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

MISCELLANEOUS SERVICES

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

SUSTAINABILITY

COUNTY seeks to promote sustainability principles into its business operation by promoting responsible use of materials and equipment and encourages LESSOR to adopt a similar business philosophy in maintaining the Premises. Some possible sustainability concepts and practices LESSOR may promote in its sustainability plan include, but is not limited to the following:

1. Utilizing green suppliers/vendors
2. Recycling and resource recovery
3. Identify and utilize energy efficient products
4. Cost and value appropriately sustainability options

Attachment A

**EXHIBIT E
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT**

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2013, by and between the County of Orange ("COUNTY") and _____ ("LENDER").

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

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

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

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

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

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

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

COUNTY:

By: _____ Date: _____
Scott Mayer, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998
of the Board of Supervisors

APPROVAL AS TO FORM
COUNTY COUNSEL

By: _____ Date: _____
Deputy

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____