

Attachment D

CEO/ALS/HCA-06-008
HCA/WIC and MCAH
6301 Beach Boulevard, Suite 103
Buena Park, CA 90620

LEASE

THIS IS A LEASE, hereinafter referred to as "Lease," made _____, 2007, by and between BUENA PARK CORPORATE PLAZA, LP, a California limited partnership, hereinafter referred to as "LESSOR," and the County of Orange, hereinafter referred to as "COUNTY," without regard to number and gender. The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

1. DEFINITIONS (1.2 S)

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

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

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

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

"Director of Health Care Agency" means the Director, Health Care 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.

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Attachment D

1 “Manager of HCA/Facilities Operations” means the Manager, Health Care Agency, Facilities
2 Operations, County of Orange, or designee, or upon written notice to LESSOR, such other person or
3 entity as shall be designated by the Director of Health Care Agency, or designee.

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

8 9 2. PREMISES (1.3 S)

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

16 17 3. PARKING (1.4 N)

18
19 LESSOR, throughout the term of this Lease, shall provide a total of twenty-four (24) parking spaces
20 consisting of five (5) parking spaces for COUNTY's free and exclusive use directly in front of Suite 103,
21 to be identified with signage as “County Use Only.” In addition, LESSOR shall provide nineteen (19) for
22 COUNTY's free and non-exclusive use. Said parking spaces are to be located in the parking area shown
23 on Exhibit B.

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

30 31 4. TERM (1.5 SA)

32
33 The term of this Lease commenced on November 1, 2007 and will terminate on December 31, 2023.

34
35 Replaces TERM (2.2 S)

36
37 ~~The term of this Lease shall be ten (10) years, commencing the first day of the first full calendar month~~

Attachment D

1 following completion by LESSOR of the work set out in the clause entitled CONSTRUCTION, below.

2
3 Parties agree that the Commencement Date of this Lease will be confirmed in writing by either party
4 upon demand by the other.

5 6 5. OPTION TO TERMINATE LEASE (2.4A S)

7
8 COUNTY shall have the option to terminate this Lease at any time after the fifth year of the lease term
9 upon giving LESSOR written notice at least one hundred eighty (180) days prior to said termination
10 date.

11
12 Should COUNTY exercise said option, LESSOR may, within ninety (90) days after the Lease
13 termination date, make a claim for reimbursement of the unamortized cost of COUNTY-required
14 improvements and commissions. The amount of said reimbursement shall be determined as follows:

15
16
$$\text{Reimbursement Amount} = \$1,955 \times (120 \text{ months less the number of months of}$$

17
$$\text{lease term elapsed})$$

18
19 If no claim is received by COUNTY within said ninety (90) period, LESSOR's right to reimbursement
20 shall be deemed waived. COUNTY shall have sixty (60) days after receipt of the claim by LESSOR to
21 pay said claim.

22 23 6. RENT (1.8 SA)

24
25 COUNTY agrees to pay to LESSOR monthly rent for the Premises pursuant to the Rent Adjustment
26 schedule in Clause 7 (RENT ADJUSTMENT).

27
28 To obtain rent payments and payment of any amounts hereunder LESSOR (or LESSOR's designee) shall
29 submit to COUNTY's Manager of HCA/Facilities Operations, in a form acceptable to said Manager of
30 HCA/Facilities Operations, a written claim for said rent payments.

31
32 Payment shall be due and payable within twenty (20) days after the later of the following:

33
34 A. The first day of the month following the month earned; or

35
36 B. Receipt of LESSOR's written claim by the Manager of HCA/Facilities Operations.

Attachment D

COUNTY shall pay Additional Rent in accordance with this Clause. **"Additional Rent"** consists of additional utility charges under the Clause 14 (UTILITIES).

Replaces RENT (3.1 N)

~~COUNTY agrees to pay to LESSOR as rent for the Premises the sum Sixteen Thousand Two Hundred Twenty Four Dollars (\$16,224) per month.~~

~~To obtain rent payments LESSOR (or LESSOR's designee) shall submit to the Manager of HCA/Facilities Operations, in a form acceptable to said Manager of HCA/Facilities Operations, a written claim for said rent payments.~~

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

~~— A. The first day of the month following the month earned; or~~

~~— B. Receipt of LESSOR's written claim by COUNTY's Manager of HCA/Facilities Operations.~~

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

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

7. RENT ADJUSTMENT (1.9 SA)

The monthly rent payable by COUNTY for the Premises (**"Rent"**) shall be as follows:

<u>Period</u>	<u>Monthly Rent</u>
11/1/07-10/31/08	\$16,224
11/1/08-10/31/09	\$16,711
11/1/09-10/31/10	\$17,212
11/1/10-10/31/11	\$17,729
11/1/11-10/31/12	\$18,261
11/1/12-10/31/13	\$18,809

Attachment D

<u>Period</u>	<u>Monthly Rent</u>
11/1/07-10/31/08	\$16,224
11/1/13-09/30/14	\$19,373
10/1/14-09/30/15	\$5,139.81
10/1/15-09/30/16	\$5,301.27
10/1/16-09/30/17	\$5,516.55
10/1/17-10/31/18	\$5,704.92
11/1/18-10/31/19	\$6,054.75
11/1/19-10/31/20	\$6,236.39
11/1/20-10/31/21	\$6,423.48
11/1/21-10/31/22	\$6,616.19
11/1/22-10/31/23	\$6,814.67
11/1/23-12/31/23	\$7,019.11

The Parties agree that no Rent shall be owed for the months of October 1, 2018 and October 1, 2019.

Replaces RENT ADJUSTMENT (3.3 S)

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

<u>Months</u>	<u>Monthly Rental</u>
13-24	\$16,711
25-36	\$17,212
37-48	\$17,729
49-60	\$18,261
61-72	\$18,809
73-84	\$19,373
85-96	\$19,954
97-108	\$20,553
109-120	\$21,169

8. CONSTRUCTION (2.2 SA)

A. Completion Schedule: LESSOR hereby agrees to complete, at LESSOR's expense, within Sixty (60) days after November 1, 2018 ("Substantial Completion Date" as further defined below in Clause 8(D)), the alterations, repairs, and other work (the "Work") in accordance with the plans and specifications attached hereto and made a part hereof as Revised Exhibit C-2. Without limiting any available remedies to COUNTY, if the Final Improvement Date (as defined in Clause 8(E) below) fails to occur on or prior to the Substantial Completion Date, other than a result of the actions (or inactions) of COUNTY or events of Force Majeure (as defined in Clause 36 (FORCE

MAJEURE) below), COUNTY shall have the option, after notice to LESSOR, to complete the Work and deduct the cost thereof, including labor, materials, contractor's overhead and an administrative charge (equal to ten percent (10%) of the cost of the Work completed by COUNTY) from any Rent payable hereunder.

B. COUNTY Remedies: If the Final Improvement Date (as defined in Clause 8(E)) fails to occur on or prior to the Substantial Completion Date, other than as a result of an event of Force Majeure (as defined in Clause 36 (FORCE MAJEURE)), or a delay caused by COUNTY, LESSOR shall be obligated to pay a penalty to COUNTY of fifty dollars (\$50.00) per day for the period from the Completion Date through the day prior to the Final Improvement Date. The Parties agree that this amount is a reasonable and fair assessment of the COUNTY's damages in such a situation. Notwithstanding the foregoing, in the event that LESSOR's performance of the Work causes a material disruption in the ability of COUNTY to use the Premises for its intended purposes including failing to maintain a safe place of employment or any circumstances which require the COUNTY to vacate any substantial portion of the Premises, COUNTY shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 23 (DEFAULTS AND REMEDIES)).

C. Approvals: All planning and architectural/design costs required to accomplish the Work shall be LESSOR's responsibility and shall be approved by Manager of HCA/Facilities Operations. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by LESSOR is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the Manager of HCA/Facilities Operations shall not relieve LESSOR of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

D. Punch List: Upon Substantial Completion (as defined below) of the Work, LESSOR shall request the Manager of HCA/Facilities Operations approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the Manager of HCA/Facilities Operations (the "**Work Acceptance Letter**"), and may be subject to completion of items on a "punch list," which shall be generated by COUNTY and included in the Work Acceptance Letter. COUNTY shall not be required to send the Work Acceptance Letter until COUNTY is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in COUNTY's reasonable discretion. As used in this Clause 8(D), "**Substantial Completion**" means that the Work shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by COUNTY for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any "punch list" items, if any.

In the event COUNTY's approval and acceptance of the Work is given along with a punch list, LESSOR shall complete all punch list items within twenty-one (21) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within twenty-one (21) days other than as a result of actions (or inactions) of COUNTY or events of Force Majeure,

LESSOR shall be obligated to pay a penalty to COUNTY of fifty dollars (\$50.00) per day for the period from the Substantial Completion Date through the date that all punch list items have been completed or COUNTY shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

E. Final Improvement Date: The “**Final Improvement Date**” means LESSOR’s completion of the Work as determined by COUNTY and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in COUNTY’s reasonable discretion.

F. Project Management Oversight: COUNTY may, at COUNTY’s option, select a project manager or construction manager, at COUNTY’s sole discretion, cost and expense, to assist in COUNTY’s oversight of the Work (the “**Project Manager**”). The Project Manager will represent the COUNTY’s best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between LESSOR and COUNTY in all items that are subject to approval by COUNTY as provided in Clause 8 (C) above.

G. County Alterations to Work: Parties agree that should COUNTY make alterations or revisions to the Work, (“**COUNTY Alterations**”) and such COUNTY Alterations cause the cost of the Work to decrease, as reasonably determined and agreed upon the Parties hereto, COUNTY will be entitled to a credit in an amount equal to such agreed upon amount of decrease towards additional tenant improvements either concurrently with the Work, or as a credit toward future work which COUNTY may request of LESSOR throughout the Lease Term. COUNTY will reimburse LESSOR for the cost of any COUNTY Alterations that cause the cost of the Work to increase in accordance with Clause 41 (COUNTY-REQUESTED ALTERATIONS).

H. Performance of Work: LESSOR agrees that any improvement being constructed by, or under the direction of, LESSOR shall be constructed in substantial compliance with COUNTY approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of COUNTY, in each case to the extent applicable. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) LESSOR shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 25 (LABOR CODE COMPLIANCE) of this Lease; (b) LESSOR shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide COUNTY a list of all bids received for the contract; and (c) thereafter, with the prior written approval of COUNTY as to the winning bid, LESSOR shall award the contract or contracts for such improvements.

Attachment D

1 I. **Force Majeure Delay:** The occurrence of an event of Force Majeure (as defined in Clause 36
2 (FORCE MAJEURE) shall excuse the performance by that Party for a period equal to the
3 prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent
4 and other sums to be paid by COUNTY pursuant to this Lease), provided the affected Party gives
5 the other Party notice within thirty (30) days of the event causing the prevention, delay or
6 stoppage.

7 Replaces CONSTRUCTION (4.1 S)

8 ~~LESSOR hereby agrees to complete, at LESSOR's expense, within ninety (90) calendar days after the~~
9 ~~date first written above, alterations, repairs, and other work (the "Work") in accordance with the space~~
10 ~~plan dated April 17, 2007, and Specifications dated April 18, 2007, attached hereto and made a part~~
11 ~~hereof as "Exhibit C."~~

12
13 ~~Should LESSOR fail to complete the Work within ninety (90) calendar days after execution of the Lease~~
14 ~~by COUNTY, COUNTY shall reduce subsequent rent due LESSOR by \$500 for each day the~~
15 ~~completion date of the Work exceeds the above mentioned 90 day period. Said amount shall be~~
16 ~~considered as liquidated damages to compensate COUNTY for costs incurred as a result of such~~
17 ~~LESSOR caused delay. In addition to the amount stated above, COUNTY may, at COUNTY's sole~~
18 ~~option, upon giving written notice to LESSOR prior to the completion of the Work, terminate the Lease.~~
19 ~~In the event of such termination, this Lease shall terminate on the date specified in such notice and~~
20 ~~neither party shall have any further right or obligation to the other with respect to this Lease or the~~
21 ~~Premises.~~

22
23 ~~All planning and architectural/design costs required to accomplish the Work shall be LESSOR's~~
24 ~~responsibility. All plans and working drawings for the Work shall have the approval of the Manager of~~
25 ~~HCA/Facilities Operations. Approval by the Manager of HCA/Facilities Operations of said plans and~~
26 ~~work drawings shall not relieve LESSOR of the responsibility for complying with all applicable codes~~
27 ~~and construction requirements, nor of obtaining necessary permits or approvals from the authorities of~~
28 ~~proper jurisdiction.~~

29
30 ~~Subsequent to the completion of the Work, and prior to occupancy by COUNTY, LESSOR shall obtain~~
31 ~~the Manager of HCA/Facilities Operations' approval and acceptance of the Work. Said approval shall~~
32 ~~be manifested by letter from the Manager of HCA/Facilities Operations, and may be subject to~~
33 ~~completion of items on a "punch list." Said punch list will be generated by COUNTY. COUNTY shall~~
34 ~~have the option not to accept the Premises prior to completion of all items on any such punch list.~~
35
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37

Attachment D

~~In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a punch list, LESSOR shall have twenty one (21) working days following receipt of said punch list to complete all remaining work contained therein. Should the items on the punch list not be completed 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.~~

9. PAINTING BY LESSOR (4.2 S)

Within sixty (60) days after commencement of the sixth year of the lease term, LESSOR shall repaint, at LESSOR'S sole expense, all painted surfaces 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, window coverings, and fixtures necessary to repaint the Premises. COUNTY shall, at its own cost and expense, be responsible for the movement and subsequent replacement of all computer equipment, electronic equipment, any other communication equipment, all otherwise sensitive equipment or files and for the personal effects of the COUNTY's employees. Said paint shall be of a kind and quality in accordance with Exhibit C. The cost of said repainting shall not be included in the operating costs for the building for the purpose of operating cost adjustments.

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 Manager of HCA/Facilities Operations, at least thirty (30) days prior to the scheduled repainting date, shall notify LESSOR in writing of COUNTY's decision to defer said repainting. This notice shall include the date COUNTY wishes the repainting to take place.

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 from any rent payable.

10. CARPETING BY LESSOR (4.3 N)

If after commencement of the sixth year of the lease term, the Manager of HCA/Facilities Operations determines that carpeted surfaces within the Premises needs replacement due to excessive wear or fading, severe spotting, or excessive damage, LESSOR shall recarpet, at LESSOR's sole expense, all carpeted surfaces within the Premises that the Manager of HCA/Facilities Operations determines needs replacement within reason. Said recarpeting 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 and fixtures necessary to recarpet the Premises. COUNTY shall, at its own cost and

Attachment D

1 expense, be responsible for the movement and subsequent replacement of all computer equipment,
2 electronic equipment, any other communication equipment, all otherwise sensitive equipment or files
3 and for the personal effects of the COUNTY's employees. Said carpet shall be of a kind and quality in
4 accordance with Exhibit C. The cost of said recarpeting shall not be included in the operating costs for
5 the building for the purpose of operating cost adjustments.

6
7 At COUNTY'S sole option, COUNTY may elect to defer said recarpeting. Said deferral shall not release
8 LESSOR from the obligation to recarpet. Should COUNTY elect to defer said recarpeting, the Manager
9 of HCA/Facilities Operations at least thirty (30) days prior to the scheduled recarpeting date, shall notify
10 LESSOR in writing of COUNTY'S decision to defer said recarpeting. This notice shall include the date
11 COUNTY wishes the recarpeting to take place.

12
13 Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to
14 complete said recarpeting and deduct the cost thereof from any rent payable.

15 16 11. ALTERATIONS (4.4 S)

17
18 COUNTY may make improvements and changes in the Premises, including but not limited to the
19 installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate.
20 It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon
21 the Premises by COUNTY shall be considered as personal property of COUNTY, who shall have the
22 right to remove same. COUNTY agrees that the Premises shall be left in as good condition as when
23 received, reasonable wear and tear excepted.

24 25 12. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.5 N)

26
27 LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense and subject to the prior
28 written approval of LESSOR, which approval shall not be unreasonably withheld, telecommunication
29 devices in, on, or around the Premises and LESSOR's building in accordance with COUNTY's OCTNET
30 plans and specifications provided that the provisions of the clause entitled (ALTERATIONS) shall be
31 applicable to such work. It shall be COUNTY's responsibility to obtain all governmental permits and/or
32 approvals required for such installation; however, LESSOR shall reasonably cooperate with COUNTY
33 as necessary or appropriate, to obtain said permits and/or approvals.

34 35 13. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 SA)

36
37 A. **Lessor Services.** LESSOR shall provide, at its sole cost and expense (except as otherwise

provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“HVAC”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the “Services”), consistent with Exhibit D. Upon written request, LESSOR shall provide COUNTY with a complete copy of the janitorial and any other contracts for Services of an ongoing nature. Any repairs or replacements performed by LESSOR must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 13. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 13(B) below.

B. County Remedies. If LESSOR fails to provide the Services within fifteen (15) days after Manager of HCA/Facilities Operations provides written notice thereof to LESSOR specifying any such default and affording LESSOR such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, LESSOR shall be afforded an additional reasonable amount of time to complete the cure, as long as LESSOR commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to COUNTY (including, but not limited to, COUNTY Remedies as defined in Clause 23 (DEFAULTS AND REMEDIES)), COUNTY may (upon written notice to LESSOR and LESSOR’s lender, to the extent contact information for such lender has been provided in writing to COUNTY), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus and administrative charge of ten percent (10%) of the cost from any Rent payable without further notice; or in the event that LESSOR fails to provide required Services to the Premises sixty (60) days after the 15-day written notice, above, to LESSOR, LESSOR shall be obligated to pay a penalty to COUNTY of fifty dollars (\$50) per day until such Services are provided by LESSOR.

C. Warranties. LESSOR shall initiate at purchase, and keep in force, all manufacturers’ warranties including extended warranties for all building equipment. When manufacturers’ warranties for the HVAC, roof and elevator expire, LESSOR will contract with an industry standard maintenance company (“Vendor”) that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. LESSOR shall authorize Vendor(s) to provide COUNTY with copies of said report(s) upon COUNTY’s written request. Should LESSOR fail to comply with the provisions of this clause, COUNTY may exercise those remedies set forth in Clause 13(B) above.

In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142 (“**Regulation 5142**”), and as it may be subsequently amended, LESSOR shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and LESSOR shall retain such records for at least five (5) years. LESSOR shall make

all HVAC records required by this section available to COUNTY for examination and copying, within forty-eight (48) hours of a written request. 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 documented 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.

D. **HVAC System.** Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other comparable office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 13(E).

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

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

F. **Emergency Services.** If COUNTY requires same day emergency repairs and/or services ("**Emergency Services**") and LESSOR cannot be contacted for such Emergency Services (as determined by the COUNTY), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if LESSOR following such contact by COUNTY is unable or refuses to provide the necessary Emergency Services, COUNTY may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.

G. **Operations Shutdown.** Should COUNTY be forced to completely shut down its operations within the Premises and/or Building due to LESSOR's failure to provide Services or Emergency Services required by this Clause 13 for a period of twenty four (24) consecutive hours, excluding weekends and holidays, LESSOR shall be responsible for the actual cost to COUNTY of such shutdown and for replacement premises as necessary due to such shutdown. Should COUNTY incur costs as a result of a shut down due to LESSOR's failure to provide said Services and as set forth herein, LESSOR shall reimburse COUNTY for said costs within thirty (30) days of written

Attachment D

notice which shall include written documentation of said costs. Should LESSOR fail to reimburse COUNTY within thirty (30) days, COUNTY may deduct the amount of the costs and/or replacement premises from any Rent payable without further notice.

Replaces REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 S)

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

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

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

~~Janitorial supplies and services shall be provided on a five-day per week basis in accordance with Exhibit D (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof. If LESSOR fails to provide satisfactory repair, maintenance, and janitorial services to the Premises, the Manager of HCA/Facilities Operations, may notify LESSOR in writing; and if LESSOR does not instigate measures to provide satisfactory service and/or to remedy the unsatisfactory conditions within four (4) days after COUNTY has placed such notice in the mail to LESSOR directed to the address shown for LESSOR in the clause entitled (NOTICES) below, or has personally delivered such notice to LESSOR, COUNTY~~

Attachment D

1 ~~may provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory~~
2 ~~condition and assure satisfactory service or have others do so, and deduct the cost thereof, including~~
3 ~~labor and materials from any rent payable.~~

4
5 ~~If LESSOR fails to provide satisfactory janitorial supplies to Premises, the Manager of HCA/Facilities~~
6 ~~Operations, may notify LESSOR either verbally or in writing; and if LESSOR does not provide janitorial~~
7 ~~supplies within twenty four (24) hours after LESSOR has received such written notice from COUNTY,~~
8 ~~COUNTY may provide the janitorial supplies necessary or have others do so, and deduct the cost~~
9 ~~thereof, including labor and materials from any rent payable.~~

10
11 ~~If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs and/or services~~
12 ~~the same day any emergency repairs and/or services are necessary to remedy the emergency condition, or~~
13 ~~if LESSOR following such contact by COUNTY is unable or refuses to make the necessary repairs~~
14 ~~within reason or provide the necessary services, COUNTY may at its option have the necessary repairs~~
15 ~~made and/or provide services to remedy the emergency condition, and deduct the cost thereof, including~~
16 ~~labor and materials from any rent payable.~~

17
18 ~~Should COUNTY be forced to shut down its operations within the Premises due to LESSOR's failure to~~
19 ~~provide services required by this clause, LESSOR shall be responsible for the cost, to the COUNTY, of~~
20 ~~such a shutdown.~~

21
22 ~~LESSOR shall provide COUNTY with a complete copy of the janitorial contract covering the Premises,~~
23 ~~including the janitorial schedule and any other exhibits.~~

24 25 14. UTILITIES (5.2 N)

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

<u>Hours of Operation</u>	<u>Days of Operation</u>
8:00 a.m. to 7:00 p.m.	Mondays
8:00 a.m. to 9:00 p.m.	Tuesdays
8:00 a.m. to 8:00 p.m.	Wednesdays
8:00 a.m. to 6:00 p.m.	Thursdays

1 8:00 a.m. to 5:00 p.m. Fridays
 2 8:00 a.m. to 12:00 p.m. Saturday
 3 (Holidays of the County of Orange excepted).
 4

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

13 14 15. INSURANCE (3.0 SA)

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

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

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

- 32 A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad
 33 naming the *County of Orange, its elected and appointed officials, officers, agents and*
 34 *employees* as an additional insured, or provide blanket coverage which will state, **AS**
 35 **REQUIRED BY WRITTEN AGREEMENT;**
- 36 B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least
 37 as broad evidencing that the Lessor's insurance is primary and any insurance or self-insurance
 maintained by the County of Orange shall be excess and non-contributing;
- C. LESSOR shall notify County in writing within thirty (30) days of any policy cancellation and ten
 (10) days for non-payment of premium and provide a copy of the cancellation notice to County.

Attachment D

Failure to provide written notice of cancellation may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.

D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and

E. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

Replaces INSURANCE (5.3 S)

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

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

~~LESSOR's insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or companies) acceptable to COUNTY and licensed to do business in the state of California, (b) shall~~

provide that such policies shall not be subject to material alteration or cancellation without at least thirty (30) days prior written notice to COUNTY, and (c) shall be primary, and any insurance carried by COUNTY shall be excess and non-contributing. LESSOR's policy or policies, or duly executed certificates for them, shall be deposited with COUNTY prior to the Commencement Date of this Lease, and prior to renewal of such policies. If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR under this Lease, COUNTY may, but shall not be required to, order such insurance and deduct the cost thereof plus any COUNTY administrative charges from the rent thereafter payable.

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

16. INDEMNIFICATION (3.1 SA)

LESSOR hereby agrees to indemnify, hold harmless, and defend COUNTY, its officers, agents, and employees, with counsel approved by COUNTY, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the Premises, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event COUNTY is named as co-defendant, LESSOR shall notify COUNTY of such fact and shall represent COUNTY, with counsel approved by COUNTY, in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LESSOR shall pay to COUNTY its litigation costs, expenses and attorney's fees. In the event judgment is entered against COUNTY and LESSOR because of the concurrent active negligence of COUNTY and LESSOR, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

COUNTY hereby agrees to indemnify, hold harmless, and defend LESSOR, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of

Attachment D

1 the ownership, maintenance, or use of the Premises, except for liability arising out of the concurrent
2 active or sole negligence of LESSOR, its officers, agents, or employees, including the cost of defense of
3 any lawsuit arising therefrom. In the event judgment is entered against COUNTY and LESSOR because
4 of the concurrent active negligence of COUNTY and LESSOR, their officers, agents, or employees, an
5 apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
6 Neither Party shall request a jury apportionment.

7
8 Replaces INDEMNIFICATION (5.5 S)

9
10 ~~COUNTY shall defend, indemnify and save harmless LESSOR, its officers, agents, and employees, from~~
11 ~~and against any and all claims, demands, losses, or liabilities of any kind or nature which LESSOR, its~~
12 ~~officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to~~
13 ~~or death of persons, or damage to property as a result of, or arising out of, the sole negligence of~~
14 ~~COUNTY, its officers, agents, employees, subtenants, invitees, or licensees, in connection with the~~
15 ~~occupancy and use of the Premises by COUNTY.~~

16
17 ~~Likewise LESSOR shall defend, indemnify and save harmless COUNTY, its officers, agents, and~~
18 ~~employees from and against any and all claims, demands, losses, or liabilities of any kind or nature~~
19 ~~which COUNTY, its officers, agents, and employees may sustain or incur or which may be imposed~~
20 ~~upon them for injury to or death of persons, or damage to property as a result of, or arising out of, the~~
21 ~~sole negligence of LESSOR, its officers, agents, employees, invitees, or licensees, in connection with the~~
22 ~~ownership, maintenance, or use of the Premises.~~

23 24 17. TAXES AND ASSESSMENTS (5.6 S)

25
26 All taxes and assessments which become due and payable upon the Premises shall be the full
27 responsibility of LESSOR, and LESSOR shall cause said taxes and assessments to be paid prior to the
28 due date. Should LESSOR fail to pay taxes and assessments due upon the Premises, COUNTY may pay
29 such amount due and deduct the cost thereof from the rent thereafter payable.

30 //

31 18. BUILDING AND SAFETY REQUIREMENTS (5.7 S)

32
33 During the full term of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises in
34 compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are
35 applicable on the date of this Lease, and as they may be subsequently amended.

36
37 Included in this provision is compliance with the Americans with Disabilities Act (ADA) and all other

Attachment D

1 federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on
2 the dates of this Lease, and as they may be subsequently amended.

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

9
10 In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, COUNTY may,
11 notwithstanding any other termination provisions contained herein:

12
13 A. Terminate this Lease; or

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

16 17 19. TOXIC MATERIALS (5.9 N)

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

30 //

31 Likewise, LESSOR hereby warrants and represents that LESSOR has in the past and will hereafter
32 comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances
33 and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in
34 Title 26 of the California Code of Regulations (collectively "Toxic Materials"). LESSOR shall be
35 responsible for and shall defend, indemnify and hold COUNTY, its officers, directors, employees,
36 agents, and representatives, harmless from and against all claims, costs and liabilities, including
37 attorneys' fees and costs arising out of or in connection with the previous, current and future storage, use

Attachment D

1 and disposal of Toxic Materials on the Premises (or building if the Premises comprises only a portion of
2 said building) by LESSOR. If the previous, current and future storage, use, and disposal of Toxic
3 Materials on the Premises by LESSOR results in contamination or deterioration of water or soil resulting
4 in a level of contamination greater than maximum allowable levels established by any governmental
5 agency having jurisdiction over such contamination, LESSOR shall promptly take any and all action
6 necessary to clean up such contamination.

7
8 LESSOR hereby notifies COUNTY, and COUNTY hereby acknowledges that, prior to the leasing of the
9 Premises pursuant to this Lease, COUNTY has been notified, pursuant to California Health and Safety
10 Code Section 25359.7 (or any successor statute), that LESSOR knows, or has reasonable cause to
11 believe, that certain hazardous substances (as such term is used in such Section 25359.7) may have come
12 to be located in, on or beneath the Premises. COUNTY acknowledges that the property underlying the
13 Premises has soil and groundwater contamination from petroleum hydrocarbons resulting from leaking
14 underground storage tanks previously located on the property underlying the Premises and which have
15 also migrated from leaking underground storage tank site on adjacent properties. Such adjacent
16 properties and the property underlying the Premises have been or are currently undergoing remediation
17 under the direction of state agencies.

18 19 20. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 S)

20
21 This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or
22 deed of trust which does now or may hereafter cover the Premises or any interest of LESSOR therein,
23 and to any and all advances made on the security thereof, and to any and all increases, renewals,
24 modifications, consolidations, replacements and extensions of any such mortgage or deed of trust;
25 except, insofar as COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage
26 or deed of trust shall not result in the termination of this Lease or the displacement of COUNTY.

27
28 In the event of transfer of title to the Premises, including any proceedings brought for foreclosure or in
29 the event of the exercise of the power of sale under any mortgage or deed of trust or by any other transfer
30 of title covering the Premises, COUNTY shall attorn to and recognize any subsequent title holder as the
31 LESSOR under all terms, covenants and conditions of this Lease. COUNTY's possession of the
32 Premises shall not be disturbed by the LESSOR or its successors in interest, and this Lease shall remain
33 in full force and effect. Said attornment shall be effective and self-operative immediately upon
34 succession of the current title holder, or its successors in interest, to the interest of LESSOR under this
35 Lease.

36
37 Notwithstanding the above, this Lease is contingent upon LESSOR's obtaining a Subordination,

Attachment D

Attornment and Non-Disturbance Agreement from LESSOR's lender, within thirty (30) days of LESSOR's execution of this Lease. LESSOR shall require all future lenders on the Premises upon initiation of their interest in the Premises, to enter into a Subordination, Attornment and Non-Disturbance Agreement with COUNTY thereby insuring COUNTY of its leasehold interests in the Premises. Said Subordination, Attornment and Non-Disturbance Agreement shall be in the form of COUNTY's standard form Subordination, Attornment and Non-Disturbance Agreement shown on "Exhibit E," attached hereto and by reference made a part hereof, or in a form approved by the Manager of HCA/Facilities Operations, Manager of Corporate Real Estate, and County Counsel.

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

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

21. ESTOPPEL CERTIFICATE (6.5 N)

COUNTY agrees that the Manager of HCA/Facilities Operations shall furnish from time to time upon receipt of a written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to the current status of the Lease. The *Estoppel Certificate* shall be approved by the Manager of HCA/Facilities Operations, the Manager of Corporate Real Estate, and County Counsel within fifteen (15) days from written request from LESSOR.

22. LIENS (6.8 S)

COUNTY shall not cause liens of any kind to be filed or placed against the Premises or the building, including without limitation, mechanics liens, liens for materials, wages, labor or services. If any liens are filed, and such liens are the result of any act, directive or action of COUNTY, its agents or employees, COUNTY shall upon receipt of written notice from LESSOR, at COUNTY's sole cost and expense, take whatever action(s) necessary to cause such lien to be satisfied and discharged or to cause any such lien to be removed of record.

23. DEFAULTS AND REMEDIES (3.8 SA)

COUNTY Default:

COUNTY shall be deemed in default of this Lease if: a) 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 ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, COUNTY fails within fifteen (15) days after receipt by COUNTY of written notice specifying wherein such obligation of COUNTY has not been performed; provided however, that if the nature of COUNTY's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then COUNTY shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "COUNTY Default").

LESSOR Default:

LESSOR shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in writing of such breach, and LESSOR shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, LESSOR fails within fifteen (15) days after receipt by LESSOR of written notice specifying wherein such obligation of LESSOR has not been performed; provided however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then LESSOR shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "LESSOR Default").

COUNTY Remedies:

If the LESSOR Default is a result of a monetary breach by LESSOR in the payment of any amounts due hereunder, COUNTY may withhold such amount from the next scheduled Rent payment. COUNTY's remedies as the result of LESSOR Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

LESSOR Remedies:

If the COUNTY Default is a result of a monetary breach by COUNTY in the payment of the Rent, pursuant to Clause 9 (RENT), LESSOR may declare all rent payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. LESSOR's remedies as the result of COUNTY Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

Replaces DEFAULTS AND REMEDIES (6.8 S)

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

~~• Failure to pay any installment of any monetary amount due and payable hereunder;~~

Attachment D

1 ~~• Failure to perform any obligation, agreement or covenant under this Lease.~~

2
3 ~~In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in~~
4 ~~writing of such breach, and COUNTY shall have fifteen (15) days in which to initiate action to cure said~~
5 ~~breach.~~

6
7 ~~In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in~~
8 ~~writing of such breach and LESSOR shall have fifteen (15) days in which to initiate action to cure said~~
9 ~~breach.~~

10
11 ~~In the event of any monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in~~
12 ~~writing of such breach, and COUNTY shall have fifteen (15) days in which to cure said breach, unless~~
13 ~~specified otherwise within this Lease.~~

14
15 ~~In the event of any monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in~~
16 ~~writing of such breach, and LESSOR shall have fifteen (15) days in which to cure said breach, unless~~
17 ~~specified otherwise within this Lease.~~

18 19 24. DEBT LIMIT (6.9 S)

20
21 LESSOR acknowledges and agrees that the obligation of the COUNTY to pay rent under this Lease is
22 contingent upon the availability of COUNTY funds which are appropriated or allocated by the
23 COUNTY's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this
24 Lease is terminated due to an uncured default of the COUNTY hereunder, LESSOR may declare all rent
25 payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from
26 prior budget years. In no event shall LESSOR be entitled to a remedy of acceleration of the total rent
27 payments due over the term of the Lease. The parties acknowledge and agree that the limitations set
28 forth above are required by Article 16, section 18, of the California Constitution. LESSOR
29 acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any
30 law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding
31 the foregoing, LESSOR may have other rights or civil remedies to seek relief due to the COUNTY's
32 default under the Lease. Such rights or remedies may include a right to continue the COUNTY's right of
33 possession under the Lease and sue for the rent as it becomes past due.

34 35 25. LABOR CODE COMPLIANCE (6.10 S)

36
37 LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a

Attachment D

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

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

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

Prior to commencement of any improvements or modifications, LESSOR shall provide the Manager of HCA/Facilities Operations with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. LESSOR shall provide, the Manager of HCA/Facilities Operations bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If LESSOR neglects, fails, or refuses to provide said payroll records to the Manager of HCA/Facilities Operations, such occurrence shall constitute an event of default of this lease and COUNTY may, notwithstanding any other termination provisions contained herein:

A. Terminate this Lease; or

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

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for LESSOR to

Attachment D

perform improvements or modifications on space currently leased by COUNTY or for which COUNTY has entered into a lease or lease amendment.

~~26. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)~~

~~In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days after COUNTY's execution of this Lease agreement, LESSOR agrees to furnish the Manager of HCA/Facilities Operations, COUNTY's standard form, *Child Support Enforcement Certification Requirements*, which includes the following information:~~

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

~~Failure of LESSOR to timely submit the data and/or certifications required above or to 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 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 Manager of HCA/Facilities Operations shall constitute grounds for termination of this Lease.~~

~~#~~

~~#~~

~~Notwithstanding any other provisions of this Lease, LESSOR shall be given an opportunity to cure as follows:~~

- ~~— A. A notice of any claimed failure to comply shall be given to LESSOR, in writing, by personal delivery, or facsimile transmission, from the Manager of HCA/Facilities Operations. The written notice shall state the specific data or certification required, the specific federal or state reporting requirements for child support enforcement that has not been complied with or the specific Wage and Earnings Assignment Order and Notice of Assignment that has not been complied with; and~~
- ~~— B. LESSOR shall have sixty (60) days from the actual receipt of the written notice to cure the~~

~~failure to comply specified in the notice, provided that LESSOR's performance to cure within sixty (60) days is not hindered, impaired or prevented by federal, state or local agencies. If the claimed failure as set forth in the written notice is failure to perform an act by a certain time, the failure of performance of said certain act by said certain time shall be deemed cured for purposes of this Lease if it is timely performed in accordance with the provisions of this paragraph.~~

~~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.~~

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

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

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

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

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 the Clause (LABOR CODE COMPLIANCE) of this Lease.

28. NOTICES (8.1 S)

Attachment D

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

TO: LESSOR

Beach HPY, LLC
c/o Kim and Casey Property Management
3055 Wilshire Blvd., Suite 710
Los Angeles, CA 90010

TO: COUNTY

County of Orange
Health Care Agency
Management Services
405 W. 5th Street
Santa Ana, CA 92701
Attn: Director, Administrative Services

With a copy to:

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

Replaces NOTICES (6.8 SA)

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

TO: LESSOR

~~Buena Park Corporate Plaza, LP
6281 Beach Boulevard
Suite 200
Buena Park, CA 90621~~

TO: COUNTY

~~County of Orange
Health Care Agency
405 West Fifth Street, Sixth Floor
Santa Ana, CA 92705
Attn: Manager, Facilities Operations~~

and

~~Buena Park Corporate Plaza, LP
c/o Optima Asset Management Services
1600 Dove Street, Suite 480
Newport Beach, CA 92660
Attn: Doug Morehead~~

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29. ATTACHMENTS (6.9 SA)

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

I. GENERAL CONDITIONS

II. EXHIBITS

Revised Exhibit A-1 - Description - Premises

Revised Exhibit B-1 - Plot Plan - Premises

Revised Exhibit C-2 - Plans and Specifications

Exhibit D - Janitorial Specifications

Exhibit E - Subordination, Attornment and Non-Disturbance Agreement

Replace ATTACHMENTS (8.2 S)

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

~~I. GENERAL CONDITIONS~~

~~II. EXHIBITS~~

~~A. Description - Premises~~

~~B. Plot Plan - Premises~~

~~C. Plans and Specifications~~

~~D. Janitorial Specifications~~

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

//

32. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current COUNTY Default under this Lease (as further defined in Clause 23 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, COUNTY shall have the option to extend the term (the "**Option**") of this Lease for one (1) five (5) year period ("**Extension Term**") beyond November 30, 2023, exercised by the Chief Real Estate Officer and memorialized in an amendment. The Fair Market Rental Value shall be negotiated at the time of the Option as set forth below and shall not exceed fair market value at the time of the renewal notice. COUNTY shall give LESSOR written notice of its intent to exercise its Option to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to COUNTY and shall not be exercised by any assignee or sublessee of COUNTY. "Term" as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised.

1 Mutual Agreement. LESSOR and COUNTY shall have thirty (30) days after COUNTY exercises the
 2 Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension
 3 Term. If LESSOR and COUNTY are unable to agree on the Fair Market Rental Value for the option
 4 period within such thirty (30) days, the provisions of the Appraisal section below shall apply.

5 Factors for Determining Fair Market Rental Value. The “**Fair Market Rental Value**” of the Premises
 6 (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal),
 7 non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would
 8 accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable
 9 square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location,
 10 quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of Tenant; (E)
 11 escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no
 12 rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term;
 13 (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or
 14 tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant
 15 improvements as compared to market tenant improvement allowances), provided, however, the Fair
 16 Market Rental Value shall not include any tenant improvements or any alterations made by Tenant; (J)
 17 condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M)
 18 extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures
 19 or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the
 20 time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps
 21 on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally
 22 applicable conditions of tenancy for the space in question.

23 Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section
 24 above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in
 25 question, then the Parties shall use the following method to determine the Fair Market Rental Value (the
 26 “**Three Broker Method**”): within ten (10) business days after the expiration of such thirty-day period,
 27 each Party shall give written notice to the other setting forth the name and address of a “Broker” (as
 28 hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair
 29 Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental
 30 Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon
 31 independently make his or her determinations of the Fair Market Rental Value within twenty (20) days
 32 after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the
 33 higher of such two values is not more than one hundred five percent (105%) of the lower of them, then
 34 the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such
 35 two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers
 36 shall jointly appoint a third Broker within ten (10) days after the second of the two determinations
 37 described above has been rendered. The third Broker shall independently make his determination of the
 Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest
 determinations of value among the three Brokers shall be disregarded and the remaining determination
 shall be deemed to be the Fair Market Rental Value. If COUNTY is not in agreement with the Fair
 Market Rental Value at the completion of the appraisal process, the COUNTY may rescind its Option by
 notifying LESSOR within thirty (30) days of the completion of the appraisal process. Should COUNTY
 choose to cancel its Option, COUNTY may remain in the Premises for one (1) year under the same terms
 and conditions, including rental rate, of this Lease.

1 **Broker.** For the purpose of this Clause 32, “**Broker**” shall mean a real estate broker or salesperson
 2 licensed in California, who has been regularly engaged in such capacity in the business of commercial
 3 office leasing in the Orange County market for at least ten (10) years immediately preceding such
 4 person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost
 5 of the third Broker.

6 33. COUNTY PROPERTY (4.2 SA)

7 All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning
 8 equipment and all personal property placed in or about the Premises by, at the direction of or with the
 9 consent (express or implied) of the COUNTY, its employees, agents, licensees or invitees, shall be at the
 10 sole risk of the COUNTY, and LESSOR shall not be liable for any loss of or damage to said property
 11 resulting from any cause whatsoever unless such loss or damage is the result of LESSOR’s negligence or
 12 willful misconduct. . LESSOR hereby waives any and all lien rights, whether statutory or common law or
 13 established pursuant to this Lease, that LESSOR may have as “landlord” with respect to any and all
 14 goods, wares, equipment, fixtures, furniture, improvements and other personal property of COUNTY
 15 presently or which may hereafter be situated within the Premises.

16 34. ATTORNEYS’ FEES (5.6 SA)

17 In the event of a dispute between LESSOR and COUNTY concerning claims arising out of this Lease, or in any
 18 action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is
 19 validly asserted as a defense, each Party shall bear its own attorneys’ fees and costs.

20 35. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.8 SA)

21 In accordance with California Civil Code 1938(e), “A Certified Access Specialist (CASP) can inspect
 22 the subject premises and determine whether the subject premises comply with all of the applicable
 23 construction-related accessibility standards under state law. Although state law does not require a CASp
 24 inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee
 25 or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential
 26 occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree
 27 on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the
 28 CASp inspection, and the cost of making any repairs necessary to correct violations of construction-
 29 related accessibility standards within the premises.”

30 Pursuant to California Civil Code 1938, LESSOR hereby represents that the Premises has not undergone
 31 or is not aware of an inspection by a certified access specialist and no representations are made with
 32 respect to compliance with accessibility standards. However, if it is determined that a violation of
 33 handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the
 34 Commencement Date, LESSOR shall correct such non-compliance at LESSOR’s cost.

35 36. FORCE MAJEURE (5.9 SA)

36 For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the
 37 control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and
 materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike,
 lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays
 in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests),

nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "**Best Efforts**" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. LESSOR and COUNTY shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

37. CONDEMNATION (6.0 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, COUNTY may, at COUNTY's option, to be exercised in writing within ten (10) days after LESSOR shall have given COUNTY written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. LESSOR shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on LESSOR's ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of LESSOR, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. COUNTY hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

38. UNENFORCEABLE PROVISIONS (6.2 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

39. SECURITY SERVICES (6.6 SA)

During the Term (as the same may be extended), COUNTY may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to COUNTY's employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of COUNTY and shall not be relied on by LESSOR. COUNTY shall indemnify, defend and hold LESSOR harmless from any third-party claim (including reasonable legal defense costs) arising from or in connection with COUNTY's security personnel being present at the Premises or Building.

40. COMMISSION (6.7 SA)

COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to COUNTY's broker, Jones Lang LaSalle, \$7,749.74 commission as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle within thirty (30) working days after the execution and delivery of this Lease by COUNTY.

Should Jones Lang La Salle not receive the above amount within the specified time period, COUNTY may terminate this Lease without further obligation to LESSOR (but only after written notice to LESSOR and providing LESSOR ten (10) working days to cure such non-payment) or COUNTY may deduct any unpaid amount from future Rent.

41. COUNTY REQUESTED ALTERATIONS (2.6 SA)

COUNTY through Manager of HCA/Facilities Operations, may, during the Term of the Lease, request LESSOR to make improvements and changes to the Premises. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of Manager of HCA/Facilities Operations. All such improvements and changes shall be made by LESSOR, at LESSOR's sole cost, and reimbursed in a lump sum as additional Rent by COUNTY upon receipt by COUNTY from LESSOR of a written claim for such reimbursement.

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

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

Following the written approval to let a contract for improvements, LESSOR shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1 8 1 et seq., and shall provide COUNTY a list of all bids received for the contract. Thereafter, with the prior written approval of COUNTY as to the winning bid, LESSOR shall award the contract or contracts for such improvements. COUNTY's approval of the bid shall be limited to the dollar value only, to ensure it is within COUNTY's budget.

42. AUTHORITY (4.5 SA)

The persons executing the LEASE below on behalf of COUNTY or LESSOR warrant that they have the power and authority to bind COUNTY or LESSOR to this Lease.

43. COUNTY INSURANCE (N)

COUNTY Insurance: COUNTY shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate, auto liability with a minimum limit of \$1,000,000 per occurrence and Workers Compensation with statutory limit. Evidence of the COUNTY's self-insurance shall be provided upon request, with LESSOR and LESSOR's Property Manager to be added as an additional insured under COUNTY's policy.

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

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Attachment D

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

3
4 APPROVED AS TO FORM:

LESSOR

5
6
7 COUNTY COUNSEL

Beach HPY, LLC

~~BUENA PARK CORPORATE PLAZA, L.P.,~~
a California limited partnership

8
9
10
11 BY: _____
12 Deputy

BY: _____
Sandy J. Hyun, Manager

13
14 DATE: _____

BY: _____

15
16
17 RECOMMENDED FOR APPROVAL:

18 Health Care Agency

19
20
21 BY: _____

22
23 Resources and Development Management Department

24
25
26 BY: _____
27 Asset Management and Real Estate

28
29 SIGNED AND CERTIFIED THAT A

COUNTY

30 COPY OF THIS DOCUMENT HAS BEEN

31 DELIVERED TO THE CHAIRMAN OF
32 THE BOARD.

COUNTY OF ORANGE

33
34
35 DARLENE J. BLOOM
36 Clerk of the Board of Supervisors
37 of Orange County, California

BY: _____
Chairman, Board of Supervisors

Attachment D

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GENERAL CONDITIONS (9.1-9.17 S)

1. LEASE ORGANIZATION (9.1 S)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

2. INSPECTION (9.2 N)

LESSOR or his authorized representative shall have the right at all reasonable times and upon reasonable advance notice to COUNTY, which authorization shall not be unreasonably withheld, 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% 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% 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 that existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by LESSOR, at LESSOR's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by COUNTY. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase null and void; however, rent payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY's use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work

Attachment D

1 required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within sixty (60)
2 days, or other time frame as may be authorized by COUNTY, which authorization shall not be
3 unreasonably withheld, COUNTY may, at COUNTY's sole option, terminate the Lease or complete
4 necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent
5 thereafter payable.

6
7 In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit
8 for occupancy, LESSOR may rebuild or make repairs, as necessary, to restore the Premises (including
9 replacement of all tenant improvements) to the condition that existed immediately prior to the
10 destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is
11 accepted by COUNTY. In the event LESSOR elects to restore the Premises to an occupiable condition
12 (including replacement of all tenant improvements), LESSOR shall have 180 days from the occurrence
13 of said destruction or within an extended time frame as may be authorized, in writing, by COUNTY, to
14 complete the restoration. In the event LESSOR elects not to restore the Premises this lease shall
15 terminate and neither party shall have any obligation to the other.

16 17 5. AMENDMENT (9.5 S)

18
19 This Lease sets forth the entire agreement between LESSOR and COUNTY and any modification must
20 be in the form of a written amendment.

21 22 6. PARTIAL INVALIDITY (9.6 S)

23
24 If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to
25 be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and
26 effect and shall in no way be affected, impaired, or invalidated thereby.

27 28 7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)

29
30 If either party hereto shall be delayed or prevented from the performance of any act required hereunder
31 by reason of acts of God, performance of such act shall be excused for the period of the delay; and the
32 period for the performance of any such act shall be extended for a period equivalent to the period of such
33 delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

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1 8. STATE AUDIT (9.8 S)

2
3 Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that
4 this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of
5 ten thousand dollars (\$10,000), LESSOR shall be subject to the examination and audit of the Auditor
6 General of the State of California for a period of three years after final payment by COUNTY to
7 LESSOR under this Lease. The examination and audit shall be confined to those matters connected with
8 the performance of the contract, including, but not limited to, the costs of administering the contract.
9

10 9. WAIVER OF RIGHTS (9.9 S)

11
12 The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions,
13 and covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or
14 COUNTY may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or
15 default of the terms, conditions, and covenants herein contained.
16

17 10. HOLDING OVER (9.10 S)

18
19 In the event COUNTY shall continue in possession of the Premises after the term of this Lease, such
20 possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall
21 be governed by the conditions and covenants contained in this Lease.
22

23 11. HAZARDOUS MATERIALS (9.11 N)

24
25 LESSOR warrants, to the best of LESSOR's knowledge, that the Premises is free and clear of all
26 hazardous materials or substances, except as disclosed in the clause entitled TOXIC MATERIALS of
27 this Lease.
28

29 12. EARTHQUAKE SAFETY (9.12 N)

30
31 LESSOR warrants that the Premises is in compliance with all applicable seismic safety regulations and
32 building codes at the time of original construction.
33

34 13. QUIET ENJOYMENT (9.13 S)

35
36 LESSOR agrees that, subject to the terms, covenants and conditions of this Lease, COUNTY may, upon
37 observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly

occupy the Premises.

14. PROCESSING FEES (9.14 S)

LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and Estoppel Certificates) after ninety (90) days after the commencement of this Lease if required to satisfy LESSOR's Lender whether or not said Lender decides to grant a loan to LESSOR. Said compensation amount shall be determined by multiplying the hourly rate of the Manager of HCA/Facilities Operations 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.

15. WAIVER OF JURY TRIAL (9.15 S)

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

16. GOVERNING LAW AND VENUE. (9.16 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and 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.

17. TIME (9.17 S)

Time is of the essence of this Lease.

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EXHIBIT A

LEASE DESCRIPTION (10.1 S)

PROJECT NO: CEO/ALS/HCA-06-008 DATE: April 18, 2007

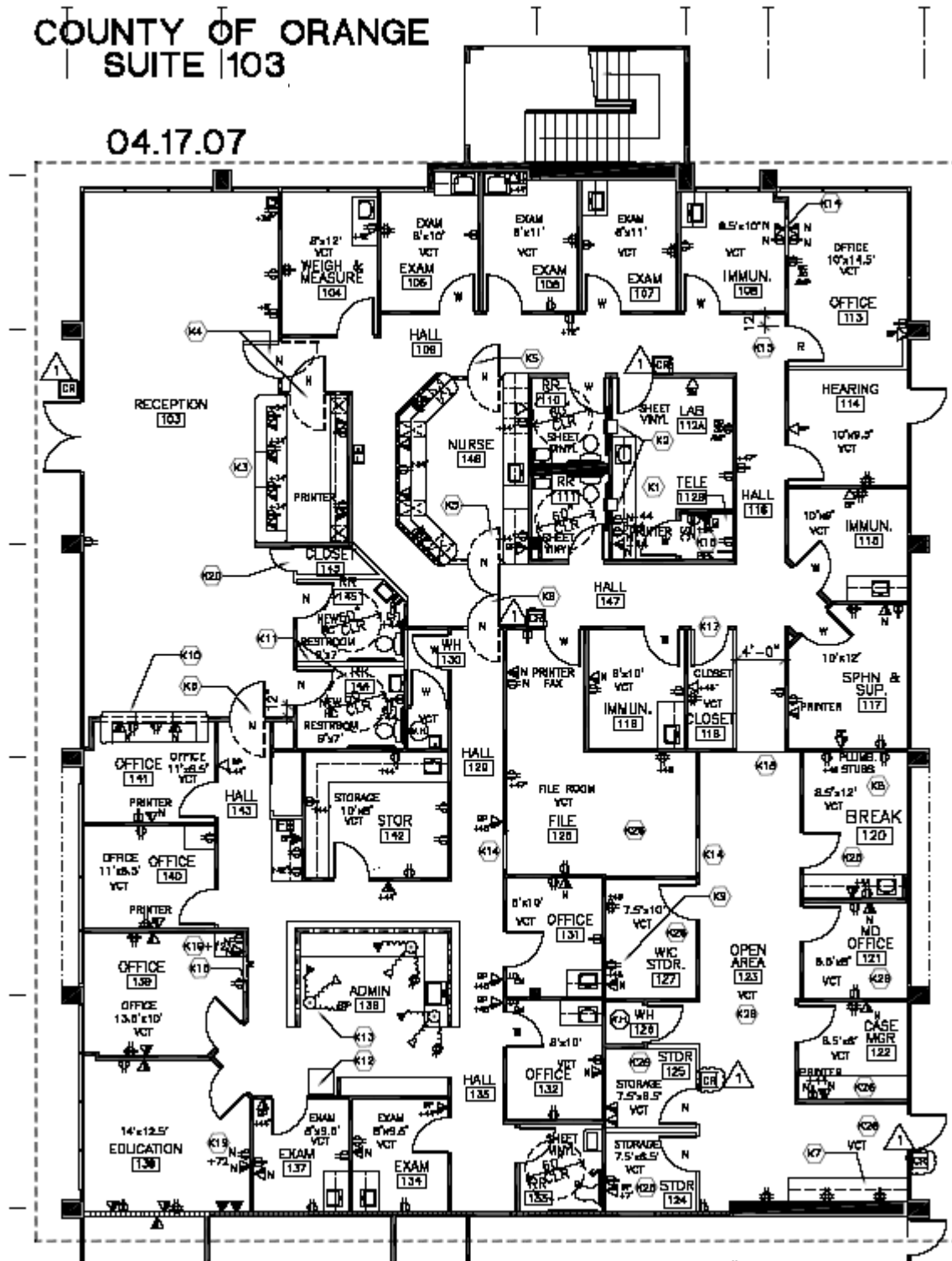
PROJECT: HCA/WIC & MCAH VERIFIED BY: John Beck

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 of that certain three (3) story building located at 6301 Beach Boulevard, in the City of Buena Park, County of Orange, State of California, together with exclusive use of 5 parking spaces and non-exclusive use of 19 parking spaces in the parking areas shown on Exhibit B.

NOT TO BE RECORDED

Attachment D

EXHIBIT C



BUILDING STANDARD SPACE PLAN NOTES

1. VERIFYING EXISTING CONDITIONS – BEFORE SUBMITTING BID, G.C. SHALL BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREINAFTER. BY THE ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE DEEMED TO HAVE MADE SUCH A STUDY AND EXAMINATION AND TO ACCEPT ALL CONDITIONS PRESENT AT THE SITE. NO REQUEST FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED VALID, DUE TO FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST.
2. ALL SUBCONTRACTORS SHALL BE CITY AND STATE LICENSED.
3. ALL DOORS SHALL BE HANDICAPPED ACCESSIBLE. FLOOR OR LANDING SHALL NOT BE MORE THAN 1/2" BELOW THRESHOLD. MAXIMUM EFFORT TO OPEN DOORS SHALL NOT EXCEED 8.5 LBS (EXIT DOORS) & 5 LBS. (INTERIOR DOORS). DOORS SHALL COMPLY WITH U.B.C./C.B.C. SECTION
4. GC TO PATCH AND REPAIR EXISTING FINISHES TO MATCH EXISTING AS REQUIRED AT AREAS OF CONSTRUCTION.
5. ALL EXISTING HANDICAPPED FACILITIES SHALL MEET OR COMPLY WITH TITLE 24 HANDICAPPED
6. G.C. TO VERIFY EXISTING HVAC CONDITIONS/ZONING WITH BUILDING ENGINEER TO ENSURE ADEQUACY OF EXISTING UNITS FOR SUITE. ANY ADDITIONS TO HVAC EQUIPMENT SHALL BE INCLUDED IN SCOPE AND BID FOR PROPOSED WORK.
7. G.C. TO VERIFY CAPACITY OF EXISTING ELECTRICAL PANELS/TRANSFORMERS IS ADEQUATE FOR PROPOSED WORK. IF ANY ADDITIONS TO ELECTRICAL CAPACITY OF BUILDING IS REQUIRED IT SHALL BE INCLUDED IN SCOPE AND BID FOR PROPOSED WORK.
8. ALL EXISTING TELEPHONE/DATA CABLING TO BE REMOVED BY G.C.
9. ALL ELECTRICAL/TELEDATA IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED.
10. PATCH AND PAINT DRYWALL WHERE EXISTING ELECTRICAL IS TO BE REMOVED. BLANK PLATES SHALL NOT BE PERMITTED.
11. PROVIDE NEW ELECTRICAL/TELEDATA OUTLETS AS NOTED ON PLANS. "N" IS FOR NEW. OUTLET COLOR TO MATCH EXISTING.
12. ALL SUITES TO RECEIVE 1 (ONE) 4' X 6' TELEPHONE BACKBOARD /1 DUPLEX SEPARATE CIRCUIT/ 1 (ONE) 2" CONDUIT THRU CEILING. SAND AND PAINT BACKBOARD.
13. ALL MILLWORK EXISTING OR NEW IS TO COMPLY WITH TITLE 24 HANDICAPPED ACCESSIBILITY
14. ALL EXISTING CARPET AND BASE REMAIN. CLEAN FOR "AS-NEW" APPEARANCE. PATCH REPAIR AS REQUIRED. NEW TO MATCH EXISTING IF REQUIRED. GC TO VERIFY SPECIFICATION. CARPET: MATCH EXISTING AT AREAS OF CONSTRUCTION.
15. PROVIDE NEW PAINT THROUGHOUT, UON. PATCH AND PREP WALLS FOR NEW SPECIFIED FINISH. PAINT: DUNN EDWARDS "SUPREMA". COLOR: MATCH EXISTING.
16. ADJOIN ALL MECHANICAL HVAC & ELECTRICAL BETWEEN SUITES WHERE DEMISING PARTITIONS ARE DEMOLISHED. REWORK FOR NEW SUITE LAYOUT AS REQUIRED.
17. PROVIDE NEW BLDG STD "VCT" AS NOTED PER PLAN. SPEC: ARMSTRONG, STANDARD EXCELON. COLOR: MATCH EXISTING. EXISTING VCT TO REMAIN THROUGHOUT. CLEAN FOR "AS-NEW" APPEARANCE. GC TO REPLACE ALL DAMAGED VCT THROUGHOUT SUITE, NEW TO MATCH EXISTING. SEE KEYNOTES FOR NEW LOCATIONS, OTHER DAMAGED AREAS TO BE REPLACED BY GC. GC TO VERIFY LOCATIONS.
18. LIGHT FIXTURES ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED. G.C. TO ALLOW FOR MINIMUM LIGHT LEVEL OF ONE (1) FIXTURE PER EIGHTY (80) SQUARE FEET UNLESS OTHERWISE NOTED. NEW NIGHT LIGHTS TO BE PROVIDED WITH 90 MIN. BATTERY PACKS. REPAIR/REPLACE FIXTURES AS REQUIRED. ALL EXISTING FIXTURES TO BE CLEANED AND RELAMPED AND LENSES REPLACED WITH BUILDING STANDARD. ALL EXISTING CEILING TILE/GRID IS TO REMAIN. PATCH AND REPAIR AS REQUIRED. NEW TO MATCH IF REQUIRED.
19. ALL EXISTING TOPSET BASE IS TO REMAIN IF IN GOOD OR NEW CONDITION. REPLACE WITH NEW 4" BUILDING STANDARD IN AREAS OF CONSTRUCTION AS REQUIRED. COLOR: MATCH EXISTING. CLEAN FOR "AS-NEW" APPEARANCE. REPLACE IF NOT IN GOOD OR NEW CONDITION.
20. ALL EXISTING INTERIOR DOORS TO BE REPAIRED TO AS NEW CONDITION OR REPLACED AS REQUIRED. NEW DOORS TO MATCH EXISTING IN MANUFACTURE, STYLE AND FINISH. CONTRACTOR TO CHECK BUILDING STOCK IF NEW DOORS REQUIRED. DUE TO ENVIRONMENTAL HAZARDS NO DOORS ARE TO BE FINISHED ON SITE.
21. ALL WALLS EXISTING, SHELL OR NEW TO BE REPAIRED TO AS NEW CONDITION.
22. EXTERIOR WINDOW COVERINGS EXISTING TO REMAIN U.O.N. REPAIR/REPLACE AS REQUIRED. ALL EXISTING WINDOW COVERINGS TO BE CLEANED.
23. EACH OFFICE/WORKSTATION TO RECEIVE TWO (2) DUPLEX OUTLETS AND ONE (1) TELEDATA, UON.

Attachment D

COUNTY OF ORANGE SPECIFICATIONS/NOTES















- (C1) 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.
- (C2) PROVIDE AND INSTALL SIGNAGE TO CONSIST OF, BUT NOT BE LIMITED TO; EXTERIOR SIGNS, DIRECTORY SIGNS, SUITE ENTRY DOOR SIGNS, ROOM AND CUBICLE NUMBERS, DEPARTMENT TITLES, OTHER SIGNS AS REQUIRED BY THE DA AND BY LOCAL CODES AND ORDINANCES (I.E., NO SMOKING SIGNS, EMERGENCY EVACUATION PLANS AND ALL REQUIRED EXIT SIGNS WITH DIRECTIONAL ARROWS).
- (C3) PROVIDE AND INSTALL ABC TYPE FIRE EXTINGUISHERS WITH SEMI-RECESSED PLASTIC FACE CABINETS AS REQUIRED BY CODES AND COUNTY SAFETY OFFICERS, INCLUDING THOSE IN ALL COMPUTER ROOMS AND/OR TELEPHONE SWITCH ROOMS.
- (C4) PARTITIONS, EXCEPT AS OTHERWISE INDICATED, SHALL BE OF 4" NOMINAL STUD CONSTRUCTION WITH MINIMUM 1/2" GYPSUM BOARD ON EACH SIDE. JOINTS SHALL BE TAPED OR JOINED WITH ACCEPTABLE MECHANICAL JOINTS TO PROVIDE A CONTINUOUS SURFACE, SUITABLE FOR HIGH-GRADE, DURABLE FINISH. ALL NEWLY CONSTRUCTED WALL INTERSECTIONS IN HEAVY TRAFFIC AREAS SHALL RECEIVE A "BULLNOSE" DETAIL IN TREATMENT. (CORNER GUARDS ARE ACCEPTABLE).
- (C5) ALL GYPSUM BOARD PARTITIONS SHALL BE TREATED WITH ONE SEALER COAT, THEN PAINTED WITH ONE UNDERCOAT AND ONE FINISH OF DUNN-EDWARDS SEMI-GLOSS LATEX PAINT OR ACCEPTED EQUIVALENT.
- (C6) THE CEILING HEIGHT SHALL BE A MINIMUM OF 8'-0" THROUGHOUT (EXCEPT RESTROOMS).
- (C7) PROVIDE AND INSTALL R-19 BATT INSULATION OVER ALL CEILINGS AND SOFFITS (FOIL FACED WHERE HVAC RETURN AIR PLENUM CEILINGS ARE USED).
- (C8) NEW OR RECONDITIONED CEILING SHALL BE ACoustICAL MATERIAL FACED. LIGHTING SHALL BE RECESSED INTO THE CEILING AND MEET THE REQUIREMENTS OF SECTION 8, ITEM "A".
- (C9) PROVIDE AND INSTALL NEW FLOORING FINISH MATERIALS THAT MEET OR EXCEED THE REQUIREMENTS OF THIS SECTION. SEE KEYNOTE #K27.
- (C10) ALL AREAS TO BE CARPETED UNLESS OTHERWISE NOTED. SEE BLDG STD NOTE #14/SEE KEYNOTE #27.
- (C11) CARPET SHALL BE 100% CONTINUOUS FILAMENT NYLON (ANTRON III OR EQUAL) WITH STATIC CONTROL, YARN WT./S.Y. MIN., 28 OZ LEVEL LOOP TO MIN., 35 OZ. CUT PILE, 3/8" TO 1/2" GAUGE, 8.5 TO 10.5 STITCHES/IN. AND HAVE .100" TO .250" PILE HEIGHT, AND SOLUTION DYED. CARPET SHALL BE DIRECT BLUE DOWN. SEE BLDG STD NOTE #14/KEYNOTE #27.
- (C12) UNLESS OTHERWISE SPECIFIED OR REQUIRED BY CODE, VINYL COMPOSITION TILE (VCT) SHALL BE A MIN. OF 1/8" THICK WITH COLOR AND PATTERN COMPLETELY THROUGH TILE THICKNESS. SEE BLDG STD NOTE #17/KEYNOTE #28.
- (C13) PROVIDE AND INSTALL NEW 4" HIGH WALL BASE THROUGHOUT. SEE BLDG STD NOTE #19.
- (C14) PROVIDE AND INSTALL ALL FLOOR REINFORCING IN AREAS WHERE RAISED FLOORING IS SUPPORTING HIGH CONCENTRATIONS OF WEIGHT (I.E., TELEPHONE ROOMS, FILE STORAGE ROOMS, ETC).
- (C15) DOOR FRAMES SHALL BE OF COMMERCIAL GRADE WOOD OR METAL, ACCEPTABLE FOR HEAVY DUTY USE. SOLID CORE WOOD DOORS SHALL BE INSTALLED THROUGHOUT. DOORS AND FRAMES SHALL BE PAINTED 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.
- (C16) PROVIDE AND INSTALL 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 THE DA AND PROVIDED BY LESSOR.
- (C17) DOORS SHALL BE EQUIPPED WITH A STANDARD PASSAGE LATCH UNLESS OTHERWISE NOTED AND SHALL HAVE A MAXIMUM FINISHED FLOOR CLEARANCE OF 1/8".
- (C18) PROVIDE AND INSTALL DOOR STOPS FOR ALL DOORS.
- (C19) COAT HOOKS SHALL BE INSTALLED ON THE INSIDE OF ALL PRIVATE OFFICE DOORS.
- (C20) 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.
- (C21) PROVIDE AND INSTALL UPPER AND LOWER CABINETS WHERE SHOWN. ALL BUILT-IN CABINETS SHALL HAVE A LAMINATED PLASTIC TOP, EDGE AND 4" SPLASH. EXPOSED CORNERS SHALL BE ROUNDED WITH A MINIMUM OF 1-INCH TO A MAXIMUM OF 1-1/2 INCH RADIUS.
- (C22) RESTROOMS SHALL BE PROVIDED, WITH REQUIRED ACCESSORIES INCLUDING BUT NOT LIMITED TO: MIRRORS W/ SHELF, SOAP DISPENSERS, FEMININE NAPKIN-RECESSED VENDORS, SEMI-RECESSED PAPER TOWEL DISPENSERS WITH WASTE RECEPTACLES, AND OTHER FIXTURES AS REQUIRED BY THE DA. PROVIDE A TOILET SEAT COVER DISPENSER, TOILET PAPER HOLDER, SEMI-RECESSED SANITARY NAPKIN DISPOSER, AND CLOTHES HOOK IN EACH TOILET COMPARTMENT.
- (C23) PROVIDE FLOOR DRAINS FOR OVERFLOWS IN RESTROOMS.
- (C24) CABINETS WITH SINKS SHALL BE PROVIDED WITH HOT AND COLD WATER, AND A PAPER TOWEL DISPENSER WITH RECESSED WASTE RECEPTACLE. CABINETS IN EMPLOYEES LOUNGE SHALL INCLUDE SINK WITH A FOOD WASTE DISPOSER IN ADDITION TO THE ABOVE.
- (C25) ALL HVAC CONTROLS PERTINENT TO THE PREMISES ARE TO BE LOCATED WITHIN THE PREMISES.
- (C26) ALL HVAC THERMOSTATS SHALL BE CONCEALED BY A CLEAR PLASTIC TAMPER PROOF LOCK BOX.
- (C27) PROVIDE AND INSTALL "SOUND BOOTS" FOR ALL HVAC RETURN AIR GRILLS AT PLENUM CEILINGS.
- (C28) ALL LIGHTING CONTROLS PERTINENT TO THE PREMISES ARE TO BE LOCATED WITHIN THE PREMISES.
- (C29) ELECTRICAL PANELS EXCLUSIVELY SERVING THE PREMISES SHALL HAVE AN ELECTRICAL EXPANSION CAPACITY OF NO LESS THAN 30%.
- (C30) ALL TELEPHONE AND OTHER COMMUNICATION EQUIPMENT SHOWN ON THE SPACE PLAN SHALL BE PROVIDED IN ACCORDANCE WITH THE INFORMATION FURNISHED AND ACCEPTED BY THE DA WHO WILL REVIEW AND ACCEPT THE SPACE PLAN.
- (C31) IN TELEPHONE EQUIPMENT ROOM, PROVIDE AND INSTALL CEILING EXHAUST FAN WITH THERMOSTATIC CONTROL SET TO ACTIVATE AT 73 DEGREES, FOR 24-HOUR OPERATION. HVAC FOR THE PREMISES SHALL INCLUDE SUPPLY AND RETURN DUCTS WITHIN THE TELEPHONE EQUIPMENT ROOM.

Attachment D

SPACE PLAN KEY NOTES

- (K1) GC TO PROVIDE NEW PLASTIC LAMINATE UPPER CABINETS WITH LOCKS TO MATCH EXISTING LOWER CABINET LAMINATE. GC TO LOCATE CABINETS TO CLEAR SPECIMEN PASS-THRU.
- (K2) GC TO PROVIDE TWO (2) SPECIMEN PASS THRU CABINETS. SPEC: BOBROCK MODEL B-806. PATCH AND REPAIR WALLS AS REQUIRED ON BOTH SIDES.
- (K3) GC TO PROVIDE FOUR (4) PLASTIC LAMINATE PRIVACY PANELS AT EXISTING RECEPTION DESK. PLASTIC LAMINATE TO MATCH TRANSACTION COUNTER (WOOD LAMINATE). LOCATIONS TO BE DETERMINED/VERIFIED BY TENANT. PANELS TO BE 6" HIGH AND EXTEND 12" PAST COUNTER.
- (K4) GC TO PROVIDE NEW LOW WALLS WITH PLASTIC LAMINATE GATES @ 38" AFF. PLASTIC LAMINATE TO MATCH DESK. PATCH AND REPAIR RECEPTION DESK AND CREDENZA AS REQUIRED. REWORK CREDENZA AS REQUIRED PER NEW LOW WALL. LOW WALL TO BE PAINTED. GATES TO BE 36" WIDE.
- (K5) GC TO PROVIDE NEW LOW WALLS WITH PLASTIC LAMINATE GATES @ 36" AFF. PLASTIC LAMINATE TO MATCH NURSES STATION. PATCH AND REPAIR DESK AND CREDENZA AS REQUIRED. REWORK CREDENZA AS REQUIRED PER NEW LOW WALL. LOW WALL TO BE PAINTED. GATES TO BE 36" WIDE.
- (K6) GC TO DEMO EXISTING DOOR AND PROVIDE NEW PLASTIC LAMINATE GATE @ 38" AFF. PLASTIC LAMINATE TO BE SELECTED. PATCH AND REPAIR WALL AS REQUIRED. REUSE DOOR/FRAME IF REQUIRED. GATE TO BE 36" WIDE.
- (K7) GC TO PROVIDE NEW 10'-0" WIDE X 34" HIGH LOWER/UPPER MILLWORK. RAISE EXISTING OUTLETS TO 44" AFF. PLASTIC LAMINATE TO BE SELECTED.
- (K8) GC TO DEMO AND CAP EXISTING PLUMBING STUB. PATCH AND REPAIR AS REQUIRED.
- (K9) GC TO LOWER EXISTING OUTLET TO STANDARD HEIGHT. PATCH AND REPAIR AS REQUIRED.
- (K10) GC TO PROVIDE NEW ADA COMPLIANT RECEPTION DESK TO MATCH EXISTING. PROVIDE 36" WIDE SECTION AT 34" HIGH FOR ADA ACCESSIBILITY IN CENTER TO MATCH OTHER DESK. PLASTIC LAMINATE COLORS TO MATCH EXISTING. GC TO VERIFY IN FIELD AND PROVIDE SHOP DRAWINGS FOR APPROVAL TO SPACES PRIOR TO CONSTRUCTION. NO PRIVACY PANELS REQUIRED AT THIS DESK. PROVIDE CROWNMOET HOLES IN WORK SURFACE COUNTER FOR CORD MANAGEMENT. MODIFY WALL AS REQUIRED PER NEW DESK. PATCH AND REPAIR AS REQUIRED.
- (K11) GC TO PROVIDE TWO (2) NEW ADA COMPLIANT RESTROOMS. PROVIDE NEW ADA FIXTURES, GRAB BARS, SINKS, TOILETS, TOILET PAPER/SEATCOVER/TRASH COMBO DISPENSERS, SOAP DISPENSERS, MIRRORS, FAUCETS AND PAPER TOWEL/TRASH COMBO DISPENSERS, WALLTIE ON ALL NET WALLS @ 48" AFF. PROVIDE SHEET VINYL WITH 8" SELF-EDGED HIGH BASE. NEW LIGHT FIXTURE/FAN COMBO UNITS AND SWITCHES. CONNECT NEW RESTROOMS TO EXISTING WATER HEATER. PATCH AND REPAIR AS REQUIRED. PROVIDE DOOR AND ADA SIGNAGE AT EACH RESTROOM. PROVIDE PRIVACY HARDWARE SETS.
- (K12) GC TO INFILL FLOOR TO MATCH EXISTING. PATCH AND REPAIR AS REQUIRED. PATCH EXISTING FLOORING/BASE, NEW TO MATCH EXISTING.
- (K13) GC TO DEMO SECTION OF BASE MILLWORK AS SHOWN PER PLAN FOR TENANT COPIER. EXISTING COUNTER TOP AND BACK SPLASH TO REMAIN. DEMOLITION TO OCCUR AT MILLWORK SEAM. PATCH AND REPAIR EXISTING MILLWORK AND LOW WALL AS REQUIRED. PROVIDE NEW WALL BASE TO MATCH EXISTING. GC TO PROVIDE ADEQUATE POWER FOR COPIER AT EXISTING FLOOR OUTLET. GC TO PROVIDE DUPLEX/TELEDATA DEVICE IF NOT ALREADY EXISTING. VERIFY IN FIELD.
- (K14) GC TO INFILL WALL TO MATCH EXISTING AS NOTED PER PLAN. PATCH AND REQUIRED.
- (K15) GC TO DEMOLISH EXISTING HALF-HEIGHT GLAZING AND RELOCATED AS NOTED PER PLAN. PATCH AND REPAIR AS REQUIRED.
- (K16) GC TO PROVIDE NEW 4'x8' FIRE TREATED PLYWOOD BACKBOARD IN UPPER LEFT CORNER AS SHOWN PER PLAN. PROVIDE 2" CONDUIT RUN TO BLDG TELE ROOM IF NOT ALREADY EXISTING AND ONE (1) DUPLEX SEPARATE CIRCUIT MOUNTED AT 8"-10" BELOW FINISHED CEILING. DEMO EXISTING SHELVING UNIT INSIDE CLOSET. PATCH AND REPAIR AS REQUIRED.
- (K17) GC TO PROVIDE LOCKSET AT CLOSET, IF NOT ALREADY EXISTING.
- (K18) GC TO DEMO EXISTING DEMISING WALL TO ADJOIN SUITES. DEMO ALL PLUMBING AND FIXTURES AND CAP AS REQUIRED. PATCH AND REPAIR AS REQUIRED. NEW FINISHES TO MATCH AS REQUIRED.
- (K19) GC TO PROVIDE (1) DUPLEX OUTLET AND (1) TELEDATA OUTLET APPROXIMATELY 72" AFF. TENANT TO VERIFY EXACT LOCATION. GC TO PROVIDE ADDITIONAL PLYWOOD BACKING IN THE WALL FOR SUPPORT FOR TENANT PROVIDED TV MOUNT.
- (K20) GC TO PROVIDE NEW ACCORDIAN CLOSET DOOR. GC TO VERIFY SIZE ONCE WALLS ARE CONSTRUCTED AND PROVIDE SPEC/MATERIAL OPTIONS FOR DOOR.
- (K21) GC TO RAISE ALL LIGHT SWITCHES TO CURRENT CODE REQUIREMENTS THROUGHOUT. TENANT TO PROVIDE NEW MOTION SENSOR LIGHT SWITCHES. GC TO INSTALL AND WIRE.
- (K22) GC TO PROVIDE BUILDING STANDARD CEILING MOUNTED MOTION SENSORS IN ALL OPEN AREAS WITH AS OVERRIDE SWITCHES AS REQUIRED. GC TO VERIFY WITH OPTIMA, IF ACCEPTABLE. IF MOTION SENSORS NOT WITHIN BUDGET, PROVIDE DOUBLE TOGGLE SWITCHES PER TITLE 24 REQUIREMENTS IN OPEN AREAS.
- (K23) ALL WORK TO WILL BE DONE IN ACCORDANCE WITH THE COUNTY'S TENANT IMPROVEMENT SPECIFICATIONS.
- (K24) GC TO PROVIDE ADEQUATE POWER AT ALL LOCATIONS LABELED "PRINTER". CIRCUIT PRINTER OUTLETS TOGETHER/GANG PRINTER OUTLETS ON SEPARATE CIRCUITS.
- (K25) GC TO PROVIDE SEPARATE LINE ITEM PRICING TO UPGRADE ALL NON-COMPLIANT MILLWORK THROUGHOUT SPACE IF REQUIRED BY THE CITY OF BUENA PARK. PROVIDE BELOW THE LINE AS AN ALTERNATE AT THIS TIME.
- (K26) GC TO PROVIDE NEW BUILDING STANDARD VCT AS SHOWN PER PLAN, BUT NOT LIMITED TO. GC TO PROVIDE NEW VCT IN DAMAGED AREAS THROUGHOUT SUITE.
- (K27) FINISHES LISTED ON PLAN NOTE EXISTING CONDITIONS. ALL EXISTING FINISHES TO REMAIN, UNLESS OTHERWISE NOTED. PATCH AND REPAIR ALL FINISHES IN AREAS OF CONSTRUCTION, NEW TO MATCH IF REQUIRED. CLEAN ALL FINISHES FOR "AS-NEW" APPEARANCE. REPLACE ALL DAMAGED FINISHES WITH NEW TO MATCH EXISTING AS REQUIRED THROUGHOUT SUITE. ALL AREAS NOT NOTED ARE EXISTING CARPET TO REMAIN. ANY CARPET OR VCT AREAS THAT CAN NOT BE CLEANED WILL BE REPLACED.
- (K28) GC TO RELOCATE DOORS AS NOTED PER PLAN AND RELOCATE DOORS WHERE NEW ARE NOTED IF APPLICABLE. ALL HARDWARE TO BE ADA COMPLIANT. GC TO VERIFY ALL DOORS IN FIELD AND PROVIDE SPACES ALL NEW DOOR LOCATIONS THAT ARE REQUIRED.

SPACE PLAN LEGEND

	EXISTING WALLS TO REMAIN	 CS	DEDICATED QUADRAPLEX
	NEW INTERIOR PARTITION		QUADRAPLEX WALL OUTLET
	NEW LOW WALL PARTITION	 CS	DUPLEX WALL OUTLET
	DEMO EXISTING WALLS		DUPLEX WALL OUTLET - SEPARATE CIRCUIT
	RELOCATED HALF HEIGHT GLAZING		TELEPHONE WALL OUTLET 3/4" CONDUIT
			CRT WALL OUTLET 3/4" CONDUIT
	DOOR PAINTED WHITE		TELE/CRT WALL OUTLET 3/4" CONDUIT
	LOCK		J-BOX FLOOR OUTLET
	DENOLISH		CARD READER-PROVIDE POWER/CONDUITS
	NEW		
	SURFACE MOUNTED		
	EXISTING TO REMAIN		
	EXISTING TO BE RELOCATED		
	DOORS PAINTED WHITE		

ALL ITEMS ARE EXISTING TO REMAIN, UON.

Attachment D

REVISED EXHIBIT C-2 TENANT IMPROVEMENT SPECIFICATIONS

SCOPE OF WORK “Work”

1. Replace VCT in existing private offices.
2. Touch up paint throughout Premises.
3. Replace window coverings in the reception area with Mecco shades.
4. Indoor/Outdoor window cleaning.
5. Clean existing carpet areas.
6. Replace or repair main entrance door.
7. Replace existing half-door separating reception from lobby area. New half-door will need to extend to the floor and eliminate gap between door and floor area.

TENANT IMPROVEMENT HEALTH CARE AGENCY APPROVED FINISHES

- **Vinyl Composition Tile (VCT):**

- Brand: Armstrong
- Style: Imperial Texture
- Color: TBD by Program
- Type: 12” x 12” tile
- Thickness: 1/8”

- **Paint:**

- Brand: Dunn-Edwards/Sherwin-Williams Quality
- Style: Velvet finish (except for semi-gloss above sinks in break rooms and coffee bars)
Color: Standard primary color DEW 341 Swiss coffee
- Accent wall colors: TBD by Program
- Locations: TBD per marked-up floor plans

- **Windows:**

- Mecho shades

- **Doors:**

- Interior solid core door with view panel.
- Stain: Golden Oak Stain
- Metal door jamb
- Lock: Schlage- “L” series lock with a Schlage “C” keyway.

Attachment D

- **Carpet Tiles:**

- Brand: Tandus
- Style: 2nd Power or Syllabus
- Color: TBD by Program
- Fiber: Antron Lumena or Antron Legacy
- Type: Carpet tiles 24" X 24"
- Gauge: 1/12" or greater
- Backing: Flex-Aire Cushion (closed-cell cushion tile)
- Location: To be determined per marked-up floor plans

- **Walk-Off Mats:**

- Brand: Tandus
- Style: Abrasive Action
- Color: TBD by Program
- Structure: Powerbond Cushion waterproof rolls
- Locations: High traffic areas and entry/exit points

- **Baseboard:**

- **Brand:** Johnsonite
- **Style:** Rubber Wall base, 4"- with toe cap

- **Signage:**

Preferred County Vendor: David Ballasch
D& G Signs
www.dandgsigns.com
Contact: 714-921-1425

Attachment D

TENANT IMPROVEMENT PERFORMANCE SPECIFICATIONS (10.3 S)

1. GENERAL NOTES

- A. All Work shall be done in accordance with these specifications. LESSOR's architect will obtain the "acceptance" signature of the Manager of HCA/Facilities Operations.
- B. These specifications define minimum acceptable standards. They are not to be construed as limiting the items requiring maintenance or repair but shall include any additional remedy necessary to repair or make safe any unsatisfactory condition.

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

- C. All building codes, "The Americans with Disabilities Act" (ADA), and local authorities' requirements applicable to this facility shall be met. In case of conflict(s), codes and plans shall take precedence over these general specifications.
- D. Provide any required Work involving the removal or abatement of any asbestos containing materials and comply with all applicable regulations; including but not limited to those promulgated by the Environmental Protection Agency, the Occupational Safety and Health Administration, and the California Code of Regulations.
- E. the Manager of HCA/Facilities Operations must review and accept the space plan(s) and furniture layout plan(s) prior to the commencement of Work.

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

- F. Provide furniture plan(s) for the review and acceptance of the Manager of HCA/Facilities Operations. The furniture shown on plan(s) is not a part of this contracted Work.

Changes to the accepted space plan(s), and specifications shall be made only upon written approval by the Manager of HCA/Facilities Operations.

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Attachment D

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

- G. The 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.
- H. All materials shall be minimum commercial-grade quality. Finishes and colors shall be selected by the Manager of HCA/Facilities Operations prior to commencement of Work.
- I. The LESSOR/Contractor shall verify all dimensions and conditions at the site before starting Work. Noted dimensions take precedence over scale.
- J. 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).
- K. Provide and install, signage to consist of, but not be limited to; exterior signs(s), directory sign(s), suite entry door sign(s), ~~room and cubicle numbers, department title(s),~~ other signs as required by ~~the Manager of HCA/Facilities Operations and~~ by local codes and ordinances, (i.e., no smoking signs, emergency evacuation plan(s), and all required exit signs with directional arrows).

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

- L. Provide and install ABC type fire extinguishers with semi-recessed plastic face cabinets as required by codes and COUNTY safety officer; including those in all computer room(s) and/or telephone switch room(s).
- M. ~~Provide and install security as required by the Manager of HCA/Facilities Operations, city building ordinances where applicable, and COUNTY safety officer.~~
- N. LESSOR's architect shall generate the punch list and furnish the Manager of HCA/Facilities Operations with two copies at the time of substantial completion inspection.
- O. COUNTY recognizes that LESSOR/Contractor will be using existing improvements and materials whenever possible. However the Manager of HCA/Facilities Operations reserves the

Attachment D

right of final selection of colors, finishes and styles.

- P. 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.

2. INTERIOR PARTITIONS

- A. Partitions, except as otherwise indicated, shall be of 3 $\frac{5}{8}$ " nominal stud construction with 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 in treatment. (Corner guards are acceptable).
- B. 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.
- C. 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.
- D. ~~Restroom wainscot(s) shall be 54" high ceramic tile.~~

3. CEILINGS

- A. The ceiling height shall be a minimum of 9'-0" throughout (except restrooms). Existing ceilings to remain.
- B. Provide and install R-19 Batt. insulation over all ceilings and soffits (foil faced where HVAC return air plenum ceilings are used).
- C. New or reconditioned ceilings shall be acoustical material faced. Lighting shall be recessed into the ceiling and meet the requirements of section 8, item "A."

4. FLOORING

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

Attachment D

- B. All areas are to be carpeted unless noted otherwise.
- C. Carpet shall be 100% continuous filament nylon (Antron III or equal) with static control, yarn wt./S.Y. min. 26 oz. level loop to min. 35 oz. cut pile, 1/8" to 5/32" gauge, 9.5 to 10.5 stitches/in. and have .150" to .290" pile height, and solution dyed. Carpet shall be direct glue down.
- D. Unless otherwise specified or required by code, vinyl composition tile (VCT) shall be a minimum of 3/32" thick with color and pattern completely though tile thickness.
- E. Provide and install new 4-inch high wall bases throughout.
- F. Provide and install all floor reinforcing in areas where raised flooring is supporting high concentrations of weight (i.e., telephone room(s), file, storage rooms, etc.)
- G. ~~Restroom floors shall be ceramic tile.~~

5. DOORS, WINDOWS, HARDWARE AND CABINETS

- A. ~~Door frames shall be of commercial grade wood or metal, acceptable for heavy duty use. Solid core wood doors shall be installed throughout. Doors and frames shall be painted 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. Existing building standard to remain.~~
- B. Provide and install 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 submaster set-up), and number of keys will be determined by the Manager of HCA/Facilities Operations 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. Provide and install door stops for all doors.
- D. Coat hooks shall be installed on the inside of all private office doors.
- E. Existing windows shall be cleaned and restored to first-class working condition and color

Attachment D

matched to new construction. ~~Caulk and weather strip as necessary in order to obtain full weatherproofing.~~

- F. ~~Provide and install new vertical blinds on all interior and exterior glazing (including door glazing), blinds to be Levolor or equal quality.~~
- G. Provide and install upper and lower cabinets where shown. All built-in cabinets shall have a laminated plastic top, edge and 4" splash. Exposed corners shall be rounded with a minimum of 1-inch to a maximum of 1-1/2 inch radius.

6. PLUMBING

- 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. New restrooms shall be provided with required accessories including but not limited to: mirrors w/shelf, soap dispensers, feminine napkin-recessed vendors, semi-recessed paper towel dispensers with waste receptacles, and other fixtures as required by the Manager of HCA/Facilities Operations. Provide a toilet seat cover dispenser, toilet paper holder, semi-recessed sanitary napkin disposer, and clothes hook in each toilet compartment. Toilet partitions shall be at least 70" in height.
- C. Provide floor drains for overflows in all new restrooms.
- D. ~~Provide and install drinking fountain(s) in accordance with the uniform plumbing code, (UPC), & "The Americans with Disabilities Act," (ADA), requirements as applicable; or as required by the Manager of HCA/Facilities Operations. Drinking fountain(s) shall have lines with replaceable filters.~~
- E. Cabinets with sinks shall be provided with hot and cold water, and a paper towel dispenser with recessed waste receptacle. Cabinets in employee's lounge shall include a sink with a food waste disposer in addition to the above.

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

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

Attachment D

<u><i>OUTDOORS</i></u>	<u><i>MAINTAIN INDOORS</i></u>
Summer – 95° Dry Bulb	78° Dry Bulb at a maximum range of 40% to 60% Relative humidity
Winter – 35° Dry Bulb	68° Dry Bulb

- B. All HVAC controls pertinent to the Premises are to be located within the Premises.
- C. All HVAC thermostats shall be concealed by a clear plastic tamper proof lock box.
- D. 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 to sufficiently distribute the air through the workspace. The HVAC supplies and returns shall move such volumes of both recirculated and outside volumes of air so that the mixing rate will be a least 10 air changes per hour.
- E. All systems in operation shall not exceed noise levels of NC-35 within any portion of the Premises.
- F. 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).
- G. Ductwork shall be concealed above the ceiling.
- H. Provide and install "sound boots" for all HVAC return air grills at plenum ceilings.
- I. ~~A color-coded "HVAC Zoning Plan" indicating the areas served by each thermostat shall be provided to the Manager of HCA/Facilities Operations upon project completion.~~
- J. 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 Manager of HCA/Facilities Operations.

8. ELECTRICAL & COMMUNICATIONS

- A. Provide and install fluorescent lighting at all interior spaces that meet code and provide the

Attachment D

following minimum lighting intensities at desk level:

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

- B. ~~All Lighting controls pertinent to the Premises shall be located within the Premises.~~
- C. ~~Electrical panels exclusively serving the Premises shall have an electrical expansion capacity of no less than 30%.~~
- D. All telephone and other communication equipment shown on the space plan(s) shall be provided in accordance with the information furnished and accepted by the Manager of HCA/Facilities Operations who will review and accept the space plan(s).
- E. All communication jacks shall have a receptacle box with 3/4" diameter conduit stubbed out into the ceiling space and a pull string provided. No exposed conduit is permitted. Provide solid cover plates for jacks that are not in current use. the Manager of HCA/Facilities Operations must be notified in writing by LESSOR/Contractor, as to whether or not the Premises will have a HVAC return air plenum ceiling. All existing wiring must meet current applicable fire/building codes or must be removed and/or replaced by LESSOR/Contractor.
- F. For single tenant or multi-tenant buildings without telephone company provided "intra building network cable" (INC), provide and install one(1), two-inch (2") diameter conduit from the telephone company's designated minimum point of entry (MPOE) to the COUNTY's telephone backboard(s). Provide pull string as necessary.
- G. For multi-tenant buildings with telephone company provided "intra building network cable" (INC), provide one hundred (100) cable pairs for exclusive use by the COUNTY, tagged at each distribution point in the building "for use by County of Orange only." LESSOR will maintain contract with the telephone company for repair and maintenance of INC. LESSOR/Contractor will provide and install one (1), two-inch (2") diameter conduit from INC floor terminal room to COUNTY's backboard(s). Provide and install string as necessary.

Attachment D

- H. Provide and install one (1), four(4')-foot x eight(8')-foot @ 3/4" plywood backboard(s) at the COUNTY's telephone room and center one(1), two-inch (2") diameter sleeve(s) above each backboard. Terminate one foot (1') above and below ceiling line. Provide and install three-inch (3") diameter sleeves at all fire corridors. Backboard(s) shall be painted white and treated with a fire retardant application as required by fire/building codes.
- I. At the COUNTY's telephone backboard's: Provide and install a dedicated 110 V 20 AMP duplex receptacle at each backboard location, and provide and install an isolated ground from main electrical room. ~~Use a standard 6-gauge equipment room grounding conductor.~~
- J. In telephone equipment room, provide and install ceiling exhaust fan with thermostatic control set to activate at 75° F, for 24-hour operation. HVAC for the Premises shall include supply and return ducts within telephone equipment room.
- K. For buildings without fire alarm systems, provide and install alarm system to current applicable codes and standards.
- L. For buildings with fire alarm systems, provide test results to the Manager of HCA/Facilities Operations showing system meets current code and standard operational guidelines.

9. COMPLIANCE WITH ADA

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

10. MISCELLANEOUS

- A. All specific requirements for this project shall be detailed to COUNTY's satisfaction.
- B. Submission of all CAD data files shall be in one of the following software formats:
 - MicroStation 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:

- High density floppy diskette, 3 1/2" 1.44 Mb capacity

Attachment D

- Compact disc ROM (read only memory)

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

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

No other formats accepted. the Manager of HCA/Facilities Operations reserves the right to reject CAD files delivered in any other formats not specified above.

11. SPECIAL REQUIREMENTS FOR COUNTY'S HEALTH CARE AGENCY

A. ADD the following to Section 1, General Notes, Item C:

Facilities shall comply with: Federal the Americans with Disabilities Act (ADA), and Federal the Americans with Disabilities Act (ADA), Title II, Public Accommodations and Commercial Facilities, and California Code of Regulations, Title 24. In the event of a discrepancy between the Federal and State requirements, the more stringent requirement shall be applied.

B. DELETE Section 1, General Notes, Item E:

SUBSTITUTE the following for Section 1, General Notes, Item E:

The LESSOR shall provide one set reproducible originals for final acceptance signatures with the last revision date, two sets of blueines from that original, and one reduced set, (11" x 17"), from that original which will be included in the Lease documents.

C. ADD the following to Section 1, General Notes, Item H:

Samples of finishes and colors shall be submitted to the Manager of HCA/Facilities Operations for review and approval a minimum of ten (10) working days prior to the start of Work

D. ADD the following to Section 8, Electrical & Communications, new Item M:

LESSOR shall furnish and install Card Access System, in accordance with the following:

- a. LESSOR shall furnish and install all components, hardware and wiring from the individual doors shown on the plans to a control unit on a dedicated backboard for the Card Access System in the telephone room.
- b. System shall be programmed to operate locally at the designated hours and from a single card key at substantial completion.

- c. COUNTY will provide and install telephone line(s) and modem(s) to connect the system to its master control system. COUNTY will provide final programming and activation.
- d. All materials and Work shall conform to the requirements set forth in the Card Access System specifications provided by Manager, HCA/Facilities Operations.
- e. All materials and Work shall confirm to all applicable codes and specifications.
- f. All materials and Work shall be subject to inspection and approval by Manager, HCA/Facilities Operations prior to final acceptance.

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(Extended Services/Daytime)
BUENA PARK CLINIC
JANITORIAL SPECIFICATIONS (10.4A N)

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

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

OFFICE AREAS

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

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

WEEKLY:

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

MONTHLY:

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

SEMI-ANNUALLY:

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

ANNUALLY:

1. Clean carpet throughout Premises.

RESTROOMS**NIGHTLY:**

- | | |
|---------------------------------|---|
| 1. Clean/Disinfect/Deodorize | Toilets, (seats & basins), urinals & sinks (use germicidal cleaner) |
| 2. Clean/Disinfect | Sinks & dispensers (use germicidal cleaner) |
| 3. Spot Clean/Mop | Floors (use germicidal cleaner in mop water) |
| 4. Clean/Wipe Down | Walls, doors, partitions, rails, pipes (use germicidal cleaner) |
| 5. Empty/Clean/Change Liners | Waste containers (including sanitary napkin receptacles) |
| 6. Clean/Refill | Dispensers: Soap, paper towel, toilet paper, toilet seat cover, sanitary napkin & tampon. Provide sufficient stock to last until next service |
| 7. Clean/Polish | Glass, Mirrors, Doorplates & Kickplates |
| 8. Spot clean (Remove Graffiti) | Doors, Handles, Window, Walls & Partitions |
| 9. Add Water & Disinfectant | Floor drains |
| 10. Clean/Disinfect | Baby changing stations (Use Germicidal Cleaner) |
| 11. Unstop Toilets | Common Stoppages with Plunger |

WEEKLY:

- | | |
|---------------------------------|--|
| 1. Maintain/ Refill | Air Freshner Units |
| 2. Remove Stains/Water Deposits | Toilets, Urinals, Sinks, Walls, Partitions, & Floors |
| 3. Wash | Trash containers |
| 4. Machine Scrub | Hard Surface Floors (Use Germicidal Cleaner) |
| 5. Clean/Disinfect | Grout in Ceramic Tile Floors |

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MONTHLY:

Attachment D

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

EXAM ROOMS

NIGHTLY:

- | | |
|------------------------------|---|
| 1. Clean/Disinfect | Sinks, Counters & Dispensers (Use Germicidal cleaner) |
| 2. Spot Clean/Mop | Floors (Use Germicidal Cleaner in mop water) |
| 3. Clean/Wipe Down | Exam Tables (Use Germicidal cleaner) |
| 4. Empty/Clean/Change Liners | Waste containers |
| 5. Clean/Refill | Dispensers: Soap and paper towel. Provide sufficient stock to last until next service |
| 6. Clean/Wipe Down | Walls and doors (use germicidal cleaner) |

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.

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EXHIBIT E

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT,
made _____, 20__, 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:

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 _____ 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 therefore
contained in the Lease), with the same force and effect as if LENDER were the Lessor under the Lease.
So long as COUNTY is not in default 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.

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Attachment D

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

COUNTY:

COUNTY OF ORANGE

LENDER:

By: _____
Manager
RDMD/Internal Services/Asset Management
And Real Estate

By: _____
Print Name: _____
Title: _____

APPROVAL AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Deputy
Date: _____