



Revision to ASR and/or Attachments

Date: October 17, 2014
To: Clerk of the Board of Supervisors
CC: County Executive Office *MBS*
From: Scott Mayer, Chief Real Estate Officer *Scott J. Mayer*
Re: ASR Control #: 14-000919, Meeting Date 10/21/14, Agenda Item # 17
Subject: Social Services Agency - Headquarters Relocation

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

2014 OCT 17 PM 3:53

RECEIVED

Explanation:

See attached revisions to the ASR and attachments.

- Revised Recommended Action(s)

- Make modifications to the:
 - Subject
 - Background Information
 - Summary

- Revised Attachments (attached)



AGENDA STAFF REPORT

ASR Control 14-000919

MEETING DATE: 07/15/14
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S): John Beck (714) 667-9681
Carol Wiseman (714) 541-7707

SUBJECT: Social Services Agency - Headquarters Relocation

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes **Current Year Cost:** ~~\$832,440~~\$1,245,112,245 **Annual Cost:** See Financial Impact

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: ~~\$1,819,555~~\$23,700

Funding Source: GF: 6.3%, Fed: 38.4%, State: 55.3% **County Audit in last 3 years No Year of Audit**

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
2. Approve the 15-year Lease Agreement CEO/ALS/SSA-13-047 with IX CW 500 Orange Tower, LP for the Social Services Agency administrative office at 500 N. State College Boulevard in Orange.
3. Authorize the Chair of the Board to execute the original and duplicate copies of the Lease Agreement and return the duplicates to CEO/Corporate Real Estate.
4. Authorize the Chief Real Estate Officer to agree to minor non-monetary revisions and amendments to the lease terms as necessary to effectuate the actions set out in this ASR and the build-out of the premises for the County.

SUMMARY:

Approval of the 15-year Lease Agreement CEO/ALS/SSA-14-047 with IX CW 500 Orange Tower, LP ("Agreement") will provide offices for relocating the Social Services Agency administrative headquarters offices from 888 N. Main Street in Santa Ana to 500 N. State College Boulevard in Orange.

BACKGROUND INFORMATION:

The Social Services Agency ("SSA") has leased its Administration Headquarters offices since 1997 in a 113,026 rentable square foot ("RSF") building at 888 N. Main Street in Santa Ana ("Main Street building"). The current two-year lease will terminate on December 31, 2014.

The Main Street Building lessor has offered a long term lease extension which would include major deferred maintenance repairs including renovation of the elevators, replacement of major air conditioning components and other upgrades. However, CEO/Corporate Real Estate ("CEO") has collaborated with SSA to take this opportunity to consider alternatives to simply renewing in place. CEO and SSA evaluated SSA's space needs with the goal of making a decision that is thoughtful of the County's real estate goals for space efficiency and strategic location in order to identify any potential buildings that might be available to improve service delivery and reduce operating costs. Over the last 17 years SSA has outgrown the Main Street Building and the location is no longer optimal for its current operations.

Favorable market conditions and the availability of space in large office buildings coinciding with the upcoming end of the lease term have provided a rare opportunity to consider alternate buildings where major repairs are not needed that will cause substantial business interruption over the next coming years, consider the opportunity to design new efficient floor plans can be designed to meet current and future needs, and consider a more strategic location for the SSA administrative offices in relation to other SSA facilities. After comparing several buildings, the best suited building for SSA Administration Headquarters is located at 500 N. State College Boulevard in Orange ("State College Building").

The proposed move to the State College Building will eliminate the inconvenience and business disruption from occupancy during major building repairs at the Main Street Building, and provide the opportunity to update an almost 20-year old space design to take advantage of more modern and efficient space design concepts impractical to do at the Main Street Building. In addition, the State College Building is more centrally located to most of SSA's facilities. It is just minutes from Orangewood Children and Family Center, Juvenile Court (Lamoreaux Justice Center), the Manchester Office Building (MOB), the Eckhoff Buildings, the 1240 N. State College service office (Sand Dollar), and the new Central Call Center at 2125 E. Katella Avenue in Anaheim. Because the State College Building is right next to the Santa Ana Freeway, travel time to other SSA facilities such as the Anaheim Regional Center, the Laguna Hills facility or the Aliso Viejo facility will be substantially reduced as well. This will allow SSA staff to make more efficient use of County time and expedite delivery of services.

The proposed State College Building lease will also provide SSA the opportunity to consolidate administrative staff currently out-stationed in service facilities. This will make administrative services more efficient while at the same time freeing up space to provide more service staff in the vacant space resulting from the administration consolidation. This strategic consolidation will improve SSA services at all levels. The current facility is at maximum occupancy at 410 and the proposed facility will allow SSA to provide for 450 staff in less space. As further staff consolidations are considered over the next eighteen months, the County will have the option to expand the premises by up to 20,443 additional RSF which could provide space for 535 total staff or more.

As a result of the opportunity to develop new plans on larger more efficient floor plates the RSF per person ratio will be reduced from the current 279 RSF per person at the Main Street Building to 265-248 RSF per person at the State College Building. The building offers amenities and tenant improvements that

will afford SSA the opportunity to strategically consolidate and build capacity for administrative and social services both today and into the future. In addition, the State College Building has an Energy Star certification and all the new tenant improvements will be constructed, prior to occupancy, to meet the new stringent Title 24 energy conservation standards. This supports the County's real estate goal to operate from more energy efficient buildings. Over the proposed 15-year term this could generate dramatic energy savings. Further, the lessor will upgrade its existing emergency back-up generator at no cost to the County to power not only the emergency systems for the building, but the SSA premises as well so that operations can continue in the event of a power outage.

The proposed 15-year lease with IX CW 500 Orange Tower, LP ("Lessor") will provide ~~132,133~~111,690 RSF of office space at an initial rental rate of ~~\$138,739~~117,275 per month full service gross or ~~\$1.05~~01 per RSF effective for the first year with half of the monthly face rent (\$2.10) free for the entire year and the first months rent of \$59,419.53, \$145,346~~122,859~~ per month or \$1.10 per RSF effective for the second year with ~~half of the monthly face~~ the first six months rent (\$2.20) free ~~for the entire year~~, and ~~\$299,413~~253,090 per month or \$2.27 per RSF for the third year with 3% per RSF increases thereafter. In the eleventh year, the first four months will also be rent-free. The effective rental rate over the entire 15-year term is approximately ~~\$2.43~~37 per RSF after deducting for the cost of the lessor-provided card access system, ~~moving allowance~~ and lease commission identified below. The monthly rental rate is within market for comparable office space in the Central Orange County area. The term of the lease is expected to commence on approximately ~~January~~March 1, 2015. ~~There is no~~The County has the option to terminate the lease ~~throughout the lease term~~at one time at the end of the tenth year without any termination fee. The lessor will provide approximately ~~\$7~~6.5 million in tenant improvements on a turnkey basis. This includes card access at approximately \$390,442 which the County typically pays. The County will earn a commission of ~~\$619,555~~523,700 for this lease and the Lessor will pay for any the County-requested furniture, fixtures and equipment up to \$1.22 million ~~in order to offset moving expenses which the County will reimburse.~~ Additional terms and conditions of the Agreement are included in the attached Lease Summary.

Over the last year CEO/Corporate Real Estate staff analyzed the real estate leasing market for buildings over 100,000 RSF with the potential to meet the minimum qualifications for space and parking required for this use. The buildings considered included, but were not limited to, 888 N. Main Street, Santa Ana; 1750 E. 4th Street, Santa Ana; 625 N. Grand Avenue, Santa Ana; 1801 St. Andrew Place, Santa Ana; 2 MacArthur Place, Santa Ana; 1833 Alton Parkway, Irvine; and 17875 Von Karman, Irvine. After a thorough analysis, and considering the favorable lease terms negotiated, the State College Building was found to be the most appropriate as a headquarters location for SSA. In addition, the County engaged CBRE to make an independent review and analysis of staff's findings and the negotiated terms and they support the recommendation to move from the Main Street Building to the State College Building.

Compliance with CEQA: The project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves staff relocation into an existing facility involving negligible or no expansion for use beyond the existing use.

General Plan and ADA: The use conforms to the General Plan of the City of Orange and the Americans with Disabilities Act.

FINANCIAL IMPACT:

The following table of fiscal year costs assumes a ~~January~~March 1, 2015 lease commencement date:

FY 2014-15: <u>\$832,440,411,245</u>	FY 2020-21:	FY 2025-26:
FY 2015-16: <u>\$1,704,516,938,200</u>	<u>\$3,985,014,368,478</u>	<u>\$4,619,730,622,556</u>
FY 2016-17:	FY 2021-22:	FY 2026-27:
<u>\$2,668,554,009,976</u>	<u>\$4,104,564,469,530</u>	<u>\$4,758,324,022,130</u>
FY 2017-18:	FY 2022-23:	FY 2027-28:
<u>\$3,646,854,082,632</u>	<u>\$4,227,702,573,612</u>	<u>\$4,901,070,142,796</u>
FY 2018-19:	FY 2023-24:	FY 2028-29:
<u>\$3,756,264,175,110</u>	<u>\$4,354,536,680,820</u>	<u>\$5,048,100,267,080</u>
FY 2019-20:	FY 2024-25:	FY 2029-30:
<u>\$3,868,950,270,366</u>	<u>\$4,485,174,791,244</u>	<u>\$2,561,352,886,760</u>

Related appropriations and revenues for this Agreement are included in the FY 2014-15 Budget.

This Agreement is funded by 38.4% Federal, 55.3% State, and 6.3% General funds. Federal and State dollars are comprised of all qualified SSA program funding allocations based on its generic supporting function.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Social Services Agency
CEO/Risk Management

EXHIBIT(S):

Exhibit A - Lease Summary
Exhibit B - Location Map
Exhibit C - Lease Questionnaire

ATTACHMENT(S):

Attachment A - Lease

EXHIBIT A

Approve Amendment #4 to TriTech Software Systems Agreement for Software Support LEASE SUMMARY

LESSOR

IX CW 500 Orange Tower

COUNTY

County of Orange

LOCATION

500 N. State College Boulevard, Orange

PREMISES

111,690 rentable square feet of space in Suite 100 and the full 2nd through 6th floors of a fourteen-story office building.

PARKING

COUNTY is provided 450 total parking spaces consisting of 350 reserved and 100 non-reserved parking spaces in the adjacent parking structure to and surface lot.

TERM

Fifteen years, commencing on completion of tenant improvements.

OPTION TO TERMINATE

COUNTY has a one-time right to terminate the lease after the tenth year with no payment of any kind.

OPTION TO EXTEND TERM

The County has one option to extend the term for ten addition years with new paint and carpet and market tenant improvements.

OPTION TO LEASE ADDITIONAL SPACE

The County has an exclusive option to lease the 8th floor for 6 months after the lease is executed.

EXHIBIT A

COMMISSION

LESSOR must pay a commission of \$523,700.37 to COUNTY within 10 days of COUNTY's execution of the Lease.

RENT

The monthly full service gross rental rate as follows:

<u>Months</u>	<u>Monthly Rental</u>	<u>Annual Rent</u>	<u>PSF/Month</u>
1 – 12	\$117,275	\$1,349,445	\$1.01*
13 – 24	\$122,859	\$1,474,308	\$1.10*
25 – 36	\$253,090	\$3,037,074	\$2.27
37 – 48	\$260,682	\$3,128,187	\$2.33
49 – 60	\$268,503	\$3,222,032	\$2.40
61 – 72	\$276,558	\$3,318,693	\$2.48
73 – 84	\$284,855	\$3,418,254	\$2.55
85 – 96	\$293,400	\$3,520,802	\$2.63
97 – 108	\$302,202	\$3,626,426	\$2.71
109 – 120	\$311,268	\$3,735,219	\$2.79
121 – 132	\$320,606	\$2,564,848	\$1.91*
133 – 144	\$330,224	\$3,962,693	\$2.96
145 – 156	\$340,131	\$4,081,574	\$3.05
157 – 168	\$350,335	\$4,204,021	\$3.14
169 – 180	\$360,845	\$4,330,253	\$3.23

← The 15-year effective average rental rate is \$2.38 per square foot.**

* Months 2-12 are at half-rent; months 13-18 and months 121-124 are rent-free.
 ** Deducting for the lease commission and the value of the card access system.

RELOCATION EXPENSE REIMBURSEMENTS

LESSOR will pay for COUNTY-requested furniture, fixtures and equipment up to \$2 million which the COUNTY will reimburse. In addition, should COUNTY need to hold over in the current lease after 150 days, LESSOR will reimburse the monthly holdover rent until the premises are ready for occupancy.

TENANT IMPROVEMENTS

Within 150 days of signing the lease, LESSOR has agreed to construct approximately \$6.5 million in tenant improvements (\$58 per rentable s.f.) which are included in the lease rate and amortized over the first 10 years of the 15-year term. The LESSOR will provide a card access system to COUNTY's specifications included in the tenant improvements at a cost of \$390,442.

PAINTING BY LESSOR

EXHIBIT A

LESSOR will re-paint any time after the 11th year at LESSOR's sole cost and expense.

CARPETING BY LESSOR

LESSOR will re-carpet any time after the 11th year at LESSOR's sole cost and expense.

INSURANCE

LESSOR shall provide:

<u>Coverage</u>	<u>Limits</u>
Property and Fire Insurance	Full Value of Improvements
General Comprehensive Liability Insurance	\$1,000,000

SERVICES PROVIDED BY LESSOR

- Interior and exterior maintenance
- Janitorial services on a five-day-per-week basis
- Day porter
- Building engineer
- On-site property manager
- 24/7 Security
- Utilities including electricity, water and gas, but exclusive of telephone
- Fire and liability insurance
- Taxes
- On-site back-up generator to power building emergency systems and County's IT rooms. Portable generator connectivity for entire premises will be provided and LESSOR will rent a portable generator at COUNTY's request as needed during a power outage.

SERVICES PROVIDED BY COUNTY

None

HOLDOVER

COUNTY has the right to holdover after the term of this Lease on a month-to-month basis.



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

LEASE

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

1. DEFINITIONS (1.2 S)

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

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

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

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

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

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

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

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

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

//

1 **2. PREMISES (1.3 N)**

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

11 **3. PARKING (1.4 N)**

13 LESSOR, throughout the term of this Lease, shall provide a total of ~~fivefour~~ hundred ~~(500)~~~~sixty-five (465)~~
15 parking spaces consisting of three hundred fifty (350) parking spaces designated for COUNTY’s free use,
reserved and marked (“**Reserved Parking Spaces**”), one hundred ~~thirty-five (135)~~(100) parking spaces for
17 COUNTY’s free and unreserved use (“**Unreserved Parking Spaces**”) and fifteen (15) Visitor Parking
Spaces (as defined below), all of which will be located in the Existing Parking Garage and the Garage
19 Addition, as defined and described below, when completed. Until the completion of the Garage Addition,
said ~~500~~465 parking spaces are to be located initially in the existing parking garage (“**Existing Parking**
21 **Garage**”) shown on Exhibit B and COUNTY shall be entitled to forty (40) reserved parking spaces split
between the first and second decks of the Existing Parking Garage, and the remaining four hundred ~~sixty~~
23 ~~(460)~~twenty-five (425) parking spaces shall be unreserved. COUNTY’s use of said parking spaces shall be
subject to all reasonable rules and regulations which are prescribed by LESSOR from time to time for the
efficient operation of the parking areas for the Building and provided to COUNTY in writing.

25 ~~COUNTY, throughout~~Throughout the term of this Lease, COUNTY shall have the right to lease up to an
27 additional seventy-five (75) unreserved parking stalls (“**Additional Stalls**”), either in the Existing Parking
Garage or the Garage Addition (as defined below), subject to availability at the rate of forty dollars (\$40) per
29 space per month. Within a reasonable period of time following receipt of COUNTY’s notice that it wishes to
lease Additional Stalls, LESSOR shall confirm to COUNTY in writing the number of Additional Stalls that
31 are then available for lease, and COUNTY shall be entitled to lease up to the number of Additional Stalls
specified in LESSOR’s notice. Prior to any adjustment in the number of parking spaces, COUNTY and
33 LESSOR shall agree in writing as to the number of parking spaces to be adjusted. Should COUNTY
exercise its right to increase or decrease the quantity of parking spaces pursuant to this clause the additional
35 charge or reduction shall be prorated in accordance with the change in the number of parking spaces
occupied during any one month and shall be billed as Additional Rent pursuant to Clause 8 (RENT).
37 COUNTY shall pay the reasonable cost of parking cards and any replacement cards for any additional
parking spaces. In no event shall COUNTY’s total parking spaces be decreased to less than ~~fivefour~~ hundred
39 ~~(500)~~sixty-five (465) spaces as described above.

41 In addition to said parking spaces, LESSOR shall also provide parking for disabled persons (“**ADA Spaces**”) in
accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building
43 Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by
the local jurisdiction in which the Premises is located where the provisions of such local codes and/or
45 ordinances exceed or supersede the State requirements.

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

1 ~~acceptable covered parking space locations within the lowest spaces not required for ADA Spaces or for the~~
2 ~~Visitor Existing~~ Parking Spaces, defined hereafter ~~Garage and the Garage Addition~~. LESSOR shall mark
3 fifteen (15) spaces in the Garage Addition ground floor nearest the Building for "COUNTY's Visitors Only"
4 (the "Visitor Parking Spaces").

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

20
21 In the event that the Garage Addition is not completed and ready for occupancy within eighteen (18) months
22 of Commencement Date (the "Interim Period"), or in the event that the SSA/Facilities Services Manager
23 has notified LESSOR, at least three (3) times in a thirty (30) day period within the Interim Period,, in writing
24 or e-mail documenting the date, time and person(s) involved of each occurrence, that COUNTY has been
25 unable to find and utilize enough parking stalls to satisfy its requirement above, LESSOR agrees, at the SSA/
26 Facilities Services Manager's request, to mark and reserve the equivalent of the ~~threefour~~ hundred ~~forty~~
27 ~~(350)~~sixty-five (465) parking spaces in the ~~existing parking structure~~lower levels of the Existing Parking
28 ~~Garage~~ until the Garage Addition is completed and ready for occupancy and LESSOR shall take steps to
29 assure availability for COUNTY's Unreserved Parking Spaces. Upon completion of the Garage Addition,
30 COUNTY's Reserved Parking Spaces will be apportioned as described, above.

31 **4. TERM (2.2 S)**

32
33 The term of this Lease shall be fifteen (15) years ("Term"), ~~commencing January 1, 2015, or~~ commencing
34 the first day of the first full calendar month following the completion by LESSOR of the work set out in
35 Clause 911 (CONSTRUCTION) whichever date is later ("Commencement Date").

36
37 Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon
38 demand by the other.

39 **5. OPTION TO EXTEND TERM (2.3 S)**

40
41 COUNTY's Deputy Director shall have the option to extend the term of this Lease for one (1) ten (10) year
42 period (the "Extension Period") on the same terms and conditions of this Lease except for (a) the base rent
43 (the "Extension Option Base Rent") which shall be negotiated at the time of the option as set forth below
44 and the base year for operating expenses will be reset to the calendar year prior to the year in which the
45 option is exercised, and memorialized in an amendment to the Lease; and (b) COUNTY may reduce the
46 Premises in half-floor increments up to two (2) full adjacent floors during the Extension Period. In the event
47 that COUNTY reduces its Premises in increments of a half-floor (e.g. either one half floor or one and one
48 fourth floor).

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1 half floors), COUNTY shall be responsible for reimbursing LESSOR for the reasonable costs associated with
3 constructing a demising wall between the Premises and any partially surrendered floor. The Extension Period
5 shall not contain an elective option for County to terminate the lease during the term of the Extension
7 Period. Notification of said exercise of option must be done in writing at least nine (9) months prior to the
9 Lease termination date.

11 Subject to other provisions contained in this Lease, including ~~Sections 14~~ Clauses 13 (PAINTING BY
13 LESSOR) and ~~1214~~ (CARPETING BY LESSOR), COUNTY shall accept the Premises during the extension
15 period in its "as-is, where-is" condition. The Extension Option Base Rent shall be defined as 93% of the Fair
17 Market Rental Rate, defined and determined as set forth below in this Clause.

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

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

41
$$\text{Total Rental Rate of Considered Buildings} \div \text{Number of Considered Buildings} = \text{Fair Market Rental Rate}$$

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

45
$$\text{Extension Option Base Rent} = \text{Fair Market Rental Rate} \times 93\%$$

47 In no event shall the Extension Option Base Rent for the Option Period be greater than LESSOR's Last Best
49 Offer and the final determination will be binding on both Parties. There shall be no abatement of rent or

1 Tenant Improvements, unless the Parties agree to such terms otherwise, (with exception of ~~Section~~
2 ~~4~~Clause 13 (PAINTING BY LESSOR) and ~~Section 1214~~ (CARPETING BY LESSOR) of this Lease); the
3 Extension Option Base Rent shall increase by three percent (3%) per annum during the Extension Period;
4 and no other terms of the Lease shall change. COUNTY and LESSOR agree to then enter into a Lease
5 amendment to consummate the transaction within a reasonable time period following determination of the
6 Extension Option Base Rent, with time being of the essence.

7 6. OPTION TO TERMINATE LEASE (2.4A N)

9 COUNTY shall have the one-time option to terminate (“Termination Option”) this Lease effective at the
10 end of the tenth (10th) year of the Lease term (“Termination Date”) upon giving LESSOR written notice at
11 least fifteen (15) months prior to the Termination Date, provided that the following two conditions are met:

13 A. County delivers at least fifteen (15) months written notice in advance of the Termination Date; and

15 B. The Termination Option is expressly and strictly limited to being exercised based on COUNTY
17 consolidation to Santa Ana in connection with the COUNTY’s facilities plan for office space.

19 Should COUNTY exercise said Termination Option, the Termination Conditions are fully satisfied, above,
20 there shall be no fee or penalty for COUNTY to terminate the Lease, and the Lease shall terminate as of the
21 Termination Date. Time is of the essence, Full and faithful performance of the Termination Conditions is a
22 strict condition of effectiveness.

23 7. COUNTY’S RIGHT TO LEASE ADDITIONAL SPACE (2.5 N)

25 During the initial six month period following the Effective Date (the “Expansion Period”), COUNTY shall
26 have a fixed and exclusive right (the “Expansion Option”) to lease additional space in the form of either (1)
27 50% of the 8th floor of the Building or (2) 100% of the 8th floor of the Building (both referred to as the
28 “Expansion Space”). The Expansion Option shall be exercised by COUNTY in writing on a date no later
29 than the last day of the Expansion Period. If COUNTY exercises the Expansion Option: (i) the base rent
30 schedule shall adhere to the Lease on a “point in time” basis; (ii) the commencement date shall be the date
31 when the Expansion Space is delivered to COUNTY for occupancy but no later than six (6) months
32 following written exercise; (iii) rent abatement shall be pro-rated based on the term; (iv) LESSOR will
33 turnkey build-out of the space using project standard materials and colors based on a floor plan consistent
34 with the existing COUNTY floor plan (v) COUNTY shall receive a parking allocation of 5:1000, unreserved
35 stalls, otherwise consistent with terms and conditions of the Lease; and (vi) COUNTY’s occupancy of any
36 additional space pursuant to this Clause shall be subject to the terms and conditions of this Lease and rental
37 for said space shall be based upon the time COUNTY’s occupancy of the additional space commences (the
38 “Expansion Terms”). LESSOR shall provide COUNTY with written notice fifteen (15) days prior to the
39 expiration of the Expansion Period that said Expansion Option is about to expire.

41 ~~6-8.~~ RENT (3.2 N)

43 COUNTY agrees to pay to LESSOR as rent for the Premises the sum of Two Hundred ~~Seventy Seven~~
44 ~~Thirty-Four~~ Thousand ~~Four~~Five Hundred ~~Seventy-Forty-Nine~~ Dollars ~~and Thirty Cents~~
45 ~~(\$277,479.30)~~(\$234,549.00) per month. Notwithstanding the foregoing: (a) the Rent for the first (1st)
46 ~~month shall be Fifty-Nine Thousand Four Hundred Nineteen Dollars and Fifty-Three Cents (\$59,419.53); (b)~~
47 ~~the second (2nd) through the twelfth (12th) months inclusive months~~ of the Term shall be abated by fifty

1 percent (50%) from the first amount described above. ~~Additionally, COUNTY shall be entitled to a credit~~
2 ~~against Rent (the "Rent Credit") coming due for Months 13-24 of the Lease Term in-; and (c) the thirteenth~~
3 ~~(13th) through eighteenth (18th) an amount equal to \$13.20 per rentable square foot, which amount shall be~~
4 ~~credited to County's tenant general ledger on the first day of Month 13 of the Term, and County hereby~~
5 ~~elects to apply the Rent Credit to Rent coming due in equal monthly installments over such period. For the~~
6 ~~purposes of this Clause, \$13.20 per rentable square foot is equivalent to \$1.10 per rentable square foot per~~
7 ~~month for twelve months, which represents the equivalent of exactly one half the monthly Rent adjustment~~
8 ~~shown in Clause 7 (RENT ADJUSTMENT), below, for Months 13-24 of the Term, the one hundred twenty-~~
9 ~~first (121st) through the one hundred twenty-fourth (124th) months of the Lease term shall be rent-free.~~

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

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

- 17 A. The first day of the month following the month earned; or
- 19 B. Receipt of LESSOR's written claim by the SSA/Facilities Services Manager.

21 Should COUNTY occupy the Premises before the first day of the Lease term, said pre-term occupancy shall
22 be rent-free as further described in ~~Clause 9~~Clause 11 (CONSTRUCTION).

23 COUNTY shall pay any Additional Rent in accordance with this clause. Additional Rent consists of charges
24 for additional parking spaces pursuant to Clause 3 (PARKING), lump sum payment of COUNTY's portion
25 of tenant improvements pursuant to Clause 11 (CONSTRUCTION), alteration reimbursements pursuant to
26 Clause 12 (MOVING EXPENSES), after move-in tenant improvements pursuant to Clause 1316 (COUNTY-
27 REQUESTED ALTERATIONS) and after-hour air conditioning pursuant to Clause 19 (UTILITIES).

29 ~~7-9~~RENT ADJUSTMENT (3.3 N)

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

<u>Months</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
13-24	<u>\$290,692.60245,718.00</u>	\$2.20
25-36	<u>\$299,413.38253,089.54</u>	\$2.27
37-48	<u>\$308,395.78260,682.23</u>	\$2.33
49-60	<u>\$317,647.65268,502.69</u>	\$2.40
61-72	<u>\$327,177.08276,557.77</u>	\$2.48
73-84	<u>\$336,992.39284,854.51</u>	\$2.55
85-96	<u>\$347,102.17293,400.14</u>	\$2.63
97-108	<u>\$357,515.23302,202.15</u>	\$2.71
109-120	<u>\$368,240.69311,268.21</u>	\$2.79
121-132	<u>\$379,287.91320,606.26</u>	\$2.87
133-144	<u>\$390,666.55330,224.44</u>	\$2.96
145-156	<u>\$402,386.54340,131.18</u>	\$3.05
157-168	<u>\$414,458.14350,335.11</u>	\$3.14
169-180	<u>\$426,891.88360,845.17</u>	\$3.23

1 The Monthly Rental, above, is the amount to be paid by COUNTY. The "Per Square Foot" rate, above, is an
estimate for statistical purposes only and for no other purpose.

3 **§.10. ADJUSTMENT FOR COST OF LESSOR SERVICES (3.4 N)**

5 For the purposes of this clause, the cost of operating expenses paid for by LESSOR for the benefit of the
7 Building, and in the case of the COUNTY, increases above the Base Year shall be allocated to the COUNTY
9 based on its Prorata Share of the Building as defined below ("LESSOR Services") shall include only the
following:

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

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

33 In the event the cost of LESSOR Services incurred by LESSOR, during the second and subsequent full years
35 of the Term, are higher or lower than the actual cost of LESSOR Services incurred by LESSOR in the first
twelve months of the Term ("**Base Year**"), and the increase or decrease is reasonable when compared to
37 industry standards, an adjustment shall be made based on the percent of COUNTY's occupancy which
LESSOR and COUNTY agree is 46.90-39.65% (the "Prorata Share": County's Premises is 132,133,111.690
39 RSF; Total Building RSF is 281,700 RSF). Said adjustment shall be paid by COUNTY to LESSOR in the
event of an increase or shall be paid by LESSOR to COUNTY in the event of a decrease. It is further
41 acknowledged that the costs of LESSOR Services which vary based on occupancy of the Building (Utilities
and Janitorial Services referenced above) shall be adjusted to reflect 95% Building occupancy in accordance
43 with standard commercial office property accounting practices.

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

- 47 A. Summary Statement: LESSOR shall furnish a written ("**Summary Statement**") in line itemed
49 form that includes in detail: (1) the cost of each category of LESSOR Services for the Base Year;

1 (2) the cost of LESSOR Services for the previous lease year (the “**Claim Year**”); and (3) any dollar
2 and percentage increase in the cost of LESSOR Services when compared to the Base Year
3 (“**Claim**”). In the event that an expense category of LESSOR Services is not a directly billed,
4 metered or assessed expense to the COUNTY, then COUNTY’s share of the LESSOR Services for
5 that expense category shall be equal to its Prorata Share of the total expense.

6
7 B. **Supporting Data:** The (“**Supporting Data**”) shall be a compilation of documentation and support to
8 provide proof to COUNTY of the general scope of services provided, amounts paid by LESSOR for
9 the services provided, and confirmation of payment of said services provided. The Supporting Data,
10 for each of the LESSOR Services (A-E) defined above, shall be presented in the form of: (1) a
11 Summary/ Cover statement which summarizes the dates of service, scope of service and amounts
12 paid; (2) copies of vendor invoices showing with reasonable detail the services provided and
13 charges to LESSOR for LESSOR Services and (3) some substantial form of proof of payment (e.g.
14 copy of check, confirmation of payment, etc.).

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

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

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

30
31 **9.11. CONSTRUCTION (4.1 N)**

32 LESSOR hereby agrees to complete, at LESSOR’s expense, ~~by December 15, 2014~~ within one hundred and
33 twenty (120) days after the Effective Date of this Lease (the “**FF&E and Possession Date**”), the alterations,
34 repairs, and other work (the “**Work**”) in accordance with the plans dated ~~June 23~~ October 14, 2014 and
35 Specifications attached hereto and made a part hereof as Exhibit C, in order for COUNTY to have sufficient
36 time to commence moving furniture, fixtures and equipment into the Premises in preparation of occupancy.
37 LESSOR agrees to have the Premises ready for full occupancy and operation ~~as of December 31, 2014~~ within
38 one hundred fifty (150) days of the Effective Date (the “**Completion Date**”). In the event that the Premises is
39 not ready for COUNTY to commence relocation activities as of the Completion Date, then COUNTY shall
40 be able to reduce subsequent rent due LESSOR by ~~\$4,624,653,909.15~~ for each day the completion date of
41 the Work exceeds the above mentioned Completion Date. Said amount shall be known as the “Construction
42 Delay Penalty” and shall be considered as liquidated damages to compensate COUNTY for costs incurred as
43 a result of such LESSOR caused delay.
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1 Although the Premises will be delivered to COUNTY on a "turnkey" basis, the Parties agree that should
3 COUNTY make alterations or revisions to the Work, ("COUNTY Alterations") and such COUNTY
5 Alterations cause the cost of the Work to decrease, COUNTY will be entitled to a credit toward additional
7 tenant improvements either concurrently with the Work, or as a credit toward future work which COUNTY
9 may request of LESSOR throughout the Lease term. COUNTY will reimburse LESSOR for the cost of any
11 COUNTY Alterations that cause the cost of the Work to increase in accordance with Clause 16 (COUNTY-
13 REQUESTED ALTERATIONS).

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

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

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

In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a punch
list, LESSOR shall use commercially reasonable diligent efforts to complete all remaining work therein
within twenty-one (21) working days following receipt of said punch list. 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.

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

~~10.12.~~ RELOCATION EXPENSES (N)

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

- A. Moving Costs: COUNTY's SSA/Facilities Services Manager may direct LESSOR agrees in writing
to pay the sum of One specific expenses up to Two Million Two Hundred Thousand Dollars
(\$1,200,000.00) to COUNTY,000) incrementally or in lump sum to include but not limited to

1 furniture, fixtures and equipment (“~~Moving Cost Payment~~”)-Costs”). Said ~~payment may~~ Moving

3 Costs will be used reimbursed by COUNTY to ~~offset moving expenses or~~ COUNTY as Additional

5 Rent after receipt of a written claim for ~~any other purpose as determined by~~ COUNTY reimbursement; and

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7 B. Holdover Rent Reimbursement: COUNTY will be in holdover under the terms of its current lease at

9 888 North Main Street in Santa Ana (“**Main Street Building**”) which will terminate on December

11 31, 2014. ~~The monthly rent at the Main Street Building is currently \$179,865 per month.~~

13 Commencing January 1, 2015 Commencing the Completion Date, COUNTY may be liable for

15 potential holdover penalties if COUNTY has not vacated the Main Street Building. Should the Work,

17 as defined ~~below~~ above in Clause 911 (CONSTRUCTION) not be completed by ~~December 31,~~

19 2014 the Completion Date, a date which shall be extended for each day of delays caused by

21 COUNTY, LESSOR agrees to reimburse COUNTY for any actual ~~Net~~ Holdover Rent incurred for

the “Holdover Period” commencing January 1, 2015 after the Completion Date and ending on the date

when Work is completed as defined in Clause 911 (CONSTRUCTION). “Holdover Rent” shall mean

the actual amount of rent per month paid by COUNTY to Main Street Building lessor during the

Holdover Period up to \$179,865.00 per month. COUNTY shall provide written documentation of any

Holdover Rent claimed pursuant to this ~~section~~ clause. LESSOR shall apply the amount of the

Holdover Rent Reimbursement to the monthly rent payable and first coming due under this Lease.

The Holdover Rent Reimbursement shall be in addition to the Construction Delay Penalty.

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

25 ~~11-13.~~ **PAINTING BY LESSOR (4.2 N)**

27 Within sixty (60) days of the commencement of the eleventh (11th) year of the Lease term and ~~twentieth~~

29 ~~(20th)~~ twenty-first (21st) year of the lease term, (should COUNTY exercise its option to extend the Lease

31 term), upon receipt of written request from COUNTY, LESSOR shall repaint, at LESSOR’s sole expense, all

33 painted surfaces within the Premises. Said painting shall be accomplished during hours other than

35 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. Said paint

shall meet the specifications provided in the attached Exhibit C of this Lease or acceptable equivalent

approved by the SSA/Facilities Services Manager. The cost of said repainting shall not be included in the

operating expenses for the Building for the purpose of operating cost adjustments.

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37 At COUNTY’s sole option, COUNTY may elect to defer said repainting. Said deferral shall not release

39 LESSOR from the obligation to repaint. Should COUNTY elect to defer said repainting, the SSA/Facilities

Services Manager shall notify LESSOR in writing of COUNTY’s decision to defer said repainting at least

41 thirty (30) days prior to the scheduled repainting date. This notice shall include the date that the COUNTY

wishes the repainting to take place.

43 Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to

45 complete said repainting and deduct the cost thereof, including overhead, from any rent payable.

47 ~~12-14.~~ **CARPETING BY LESSOR (4.3 N)**

1 Within sixty (60) days prior to the commencement of the eleventh (11th) year of the Lease term and
2 ~~twentieth (20th)~~twenty-first (21st) year of the lease term, upon receipt of written request from COUNTY,
3 (should COUNTY exercise its option to extend the Lease term), LESSOR shall recarpet, at LESSOR's sole
4 expense, all carpeted surfaces within the Premises. Said recarpeting shall be accomplished during hours
5 other than COUNTY's normal working hours. LESSOR shall be responsible for the movement and
6 subsequent replacement of all furniture and fixtures necessary to recarpet the Premises. COUNTY shall, at
7 its own cost and expense, be responsible for the movement and subsequent replacement of all computer
8 equipment, electronic equipment, any other communication equipment, and all otherwise sensitive
9 equipment identified by the SSA/Facilities Services Manager. Said carpet shall meet the specifications
10 provided in the attached Exhibit C of this Lease or acceptable equivalent approved by the SSA/Facilities
11 Services Manager. The cost of said recarpeting shall not be included in the operating expenses for the
12 Building for the purpose of operating cost adjustments.

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

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

20 ~~13,15~~14,16 **ALTERATIONS (4.4 N)**

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

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

38 ~~14,16~~14,16 **COUNTY-REQUESTED ALTERATIONS (4.4A N)**

39 COUNTY may, at any time after the ~~date first written above~~Effective Date, request LESSOR to make
40 improvements and changes to the Premises. The granting or conditioning of any such request shall be at
41 LESSOR's discretion. In the event that LESSOR grants such request, all plans and working drawings for the
42 improvements and changes, as well as the final work, shall have COUNTY's written approval. All such

1 improvements and changes shall be made by LESSOR, at LESSOR's sole cost, and reimbursed in lump sum
2 as Additional Rent by COUNTY within thirty (30) days of receipt by COUNTY from LESSOR of a written
3 claim for such reimbursement. COUNTY agrees that said reimbursement may include a five percent (5%)
4 management/construction fee which shall be considered as part of the costs and expenses of the alterations.

5 ~~15,17~~ **ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.6 S)**

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

12 ~~16,18~~ **REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)**

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

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

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

<u>Hours of Operation</u>	<u>Days of Operation</u>
7:00 a.m. to 6:00 p.m.	Monday through Friday
9:00 a.m. to 1:00 p.m.	Saturday

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

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

33 In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142
34 ("**Regulation 5142**"), and as it may be subsequently amended, LESSOR shall regularly inspect and maintain
35 the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly.

1 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~~ clause
3 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
5 records to regulatory agencies within the given timeframes. Should COUNTY incur fines and/or penalties as
a direct result of LESSOR's failure to provide said records to COUNTY in a timely manner and as set forth
7 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
9 the amount of the fine and/or penalty from any rent payable without further notice.

11 If LESSOR fails to provide satisfactory repair, replacement, maintenance, and/or janitorial services
("Services") to the Premises, the SSA/Facilities Services Manager may notify LESSOR in writing; and if
13 LESSOR does not instigate measures to provide satisfactory Services 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
15 address shown for LESSOR in the Clause ~~3433~~ (NOTICES), below, or has personally delivered such notice
to LESSOR, COUNTY may provide the Services necessary to remedy the unsatisfactory condition and
17 assure satisfactory Services or have others do so, and deduct the cost thereof, including labor, materials, and
overhead from any rent payable.

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

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

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

35 In the event that an interruption of the Building services set forth in this Clause 18 is within LESSOR's
37 reasonable control and COUNTY cannot conduct its business from the Premises as a result of such
39 interruption for a period of at least five (5) consecutive business days, monthly rent shall be abated
proportionately.

41 ~~17.19~~ UTILITIES (5.2 N)

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

45 Should COUNTY require HVAC services at times other than during Business Hours as stated in Clause
47 ~~4518~~ (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), above, COUNTY shall pay LESSOR
a reimbursement equal to LESSOR's actual cost for operating the HVAC services, without profit, on a per
49 floor basis for each hour HVAC services are used during times other than Business Hours. Said hourly rates

1 will be charged in one hour increments with a two (2) hour minimum. LESSOR shall provide COUNTY
3 with a written statement of its monthly usage in the form of an invoice, which shall include a statement
5 showing the date, time, location and duration of such usage, along with a summary of the COUNTY's
monthly charges. COUNTY shall pay LESSOR for excess usage with the following month's rent as
Additional Rent.

7 ~~18-20~~ **INSURANCE (5.3 S)**

9 **Commercial Property Insurance:** LESSOR shall obtain and keep in force during the term of this Lease a
policy or policies of commercial property insurance with all risk or special form coverage, covering the loss
11 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
13 replacement cost thereof, and in no event less than the total amount required by any lender holding a security
interest.

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

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

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

39 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
41 policies are in effect.

43 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
45 COUNTY administrative charges from the rent thereafter payable.

47 ~~19-21~~ **INDEMNIFICATION (5.5 A S)**

49

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

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

15 ~~20-22~~ **TAXES AND ASSESSMENTS (5.6 S)**

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

21 ~~21-23~~ **BUILDING AND SAFETY REQUIREMENTS (5.7 N)**

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

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

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

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

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

1
3 B. At COUNTY's sole option, cure any such default by performance of any act, including payment
of money, and subtract the cost thereof plus reasonable administrative costs from the rent.

5 ~~22.24~~ **TOXIC MATERIALS (5.9 N)**

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

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

27 ~~23.25~~ **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 N)**

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

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

43 Notwithstanding the above, LESSOR shall use commercially reasonable and diligent efforts to obtain and
45 deliver to COUNTY a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender
(consistent with the form attached hereto as Exhibit E), within thirty (30) days of the date of full execution of
47 this Lease. LESSOR shall require all future lenders on the Premises, upon initiation of their interest in the
Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and*
49 *Non-Disturbance Agreement* with COUNTY, thereby insuring COUNTY of its leasehold interests in the

1 Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form of
2 COUNTY's standard form *Subordination, Attornment and Non-Disturbance Agreement* or in a form
3 approved by the Social Services Agency, the Manager of Corporate Real Estate and County Counsel.
4 Accordingly, notwithstanding anything to the contrary herein, COUNTY's obligation to enter into an
5 agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date
6 of this Lease shall be conditioned upon the holder of such lien, or a ground lessor, as applicable, confirming
7 in writing and substantially in the form of COUNTY's standard form *Subordination, Attornment and*
8 *Non-Disturbance Agreement* that COUNTY's leasehold interest hereunder shall not be disturbed so long as
9 no default by COUNTY exists under this Lease.

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

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

19 **24-26.ESTOPPEL CERTIFICATE (6.5 S)**

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

27 **25-27.DEFAULTS AND REMEDIES (6.8 N)**

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

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

33 In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in
34 writing of such breach, and COUNTY shall have twenty (20) days in which to initiate action to cure said
35 breach.

37 In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in
38 writing of such breach and LESSOR shall have twenty (20) days in which to initiate action to cure said
39 breach.

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

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

1 In the event any such monetary breach by COUNTY in the payment of the monthly rent, pursuant to ~~the~~
3 ~~clause entitled Clause 8 (RENT-);~~ herein, is not cured within said fifteen (15) day period, LESSOR may
5 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.

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

11 ~~26-28~~ **DEBT LIMIT (6.9 S)**

13 LESSOR acknowledges and agrees that the obligation of the COUNTY to pay rent under this Lease is
15 contingent upon the availability of COUNTY funds which are appropriated or allocated by the COUNTY's
Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is
17 terminated due to an uncured default of the COUNTY hereunder, LESSOR may declare all rent payments to
the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years.
19 In no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the
term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by
Article 16, section 18, of the California Constitution. LESSOR acknowledges and agrees that said Article
21 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts
with the provisions of this paragraph. Notwithstanding the foregoing, LESSOR may have other rights or
23 civil remedies to seek relief due to the COUNTY's default under the Lease.

25 ~~27-29~~ **LABOR CODE COMPLIANCE (6.10 S)**

27 LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a
29 condition precedent to the Commencement Date 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
31 California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or
modifications costing more than \$1,000, unless an exception applies, including but not limited to the
33 exception to the definition of public works under § 1720.2.

35 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LESSOR shall
37 comply with 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. The rates are available ~~from the Director of~~
39 ~~the State Department of Industrial Relations~~ at the following website:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> ~~from the Director of the State Department of~~
41 ~~Industrial Relations.~~ LESSOR shall post a copy of such wage rates at the job site and shall pay the adopted
prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY
43 within the Premises. LESSOR shall comply with the provisions of Sections 1775 and 1813 of the Labor
Code.

45 As required by applicable law, LESSOR shall maintain payroll records for all workers that will be assigned
47 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
49 each worker. Upon request LESSOR shall provide the SSA/Facilities Services Manager updated, certified

1 payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing
3 hourly wage rates, and total wages paid.

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

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

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

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

25 ~~28.30~~ **COMMISSION (6.11 S)**

27 COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to
29 COUNTY ~~Six Hundred Nineteen Thousand~~ Five Hundred ~~Fifty Five Twenty-Three Thousand Seven~~
31 ~~Hundred~~ Dollars and ~~Three Thirty-Seven~~ Cents (~~\$619,555.03523,700.37~~) commission as a result of this lease
33 transaction. Said commission shall be paid to COUNTY within ~~five (5) ten (10)~~ working days after execution
35 of this Lease by COUNTY. Said commission payment shall be made payable to the "County of Orange" and
37 delivered the Manager of Corporate Real Estate at 300 North Flower Street, Suite 646, Santa Ana, California
39 92703.

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

47 LESSOR shall pay CBRE who provided representation to COUNTY on this specific lease transaction a lease
49 commission pursuant to a separate agreement between LESSOR and CBRE.

25 ~~29.31~~ **CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)**

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

- 33 a) In the case where LESSOR is doing business as an individual, LESSOR's name, date of birth, last
35 four digits of Social Security number, and residence address;
- 37 b) In the case where LESSOR is doing business in a form other than as an individual, the name, date
39 of birth, last four digits of Social Security number, and residence address of each individual who
41 owns an interest of ten (10) percent or more in the contracting entity;
- 43 c) A certification that the LESSOR has fully complied with all applicable federal and state reporting
45 requirements regarding its employees; and

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1
3 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.

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

11 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.

13 //

15 //

17 ~~30,32~~ **RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)**

19 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.

25 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.

31 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.

35 Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause ~~2729~~ (LABOR CODE COMPLIANCE) of this Lease.

39 ~~31,33~~ **NOTICES (8.1 S)**

41 All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, or seventy-two (72) hours after deposit in the United States Mail. Notwithstanding the above, notices may also be provided by personal delivery, by regular mail, or by electronic mail and any such notice so given shall be deemed to have been given upon receipt.

47 TO: LESSOR

TO: COUNTY

1 IX CW 500 ORANGE TOWER, L.P. County of Orange
c/o Lincoln Property Company Social Services Agency
3 5 Hutton Centre Drive, Suite 120 500 N. State College Boulevard, ~~8th~~6th
Santa Ana, California 92707 Floor
5 Attention: Property Manager Orange, CA 92868
Attn: Director, Administrative Services

7 With a copy to:
9 IX CW 500 ORANGE TOWER, L.P. County Executive Office
c/o Starwood Capital Group 333 W. Santa Ana Boulevard, 3rd Floor
11 591 West Putnam Avenue Santa Ana, CA 92701
Greenwich, CT 06830 Attention: Chief Real Estate Officer
13 Attention: Asset Manager, Orange Center Tower
15
17
19

21 and a copy to:
23 IX CW 500 ORANGE TOWER, L.P.
c/o Starwood Capital Group
591 West Putnam Avenue
25 Greenwich, CT 06830
Attention: Legal Department

27 ~~32,34~~ ATTACHMENTS (8.2 S)

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

- 31 I. GENERAL CONDITIONS
33 II. EXHIBITS
35 A. Description - Premises
37 B. Plot Plan - Premises
39 C. Tenant Improvements and Performance Specifications
41 D. Janitorial Specifications
43 E. Form of Subordination, Attornment and Non-Disturbance Agreement

45 #
47 //
49 //

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

5 APPROVED AS TO FORM:

LESSOR

7 OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

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

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

11 By _____
Deputy

13 Date _____

By: _____
Name: _____
Title: _____

17 RECOMMENDED FOR APPROVAL:

19 Social Services Agency

21 BY: _____
Director of Administration

23 County Executive Office

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

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

COUNTY

41 Attest:

COUNTY OF ORANGE

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

_____ Chair of the Board of Supervisors
Orange County, California

1 **GENERAL CONDITIONS (9.1-9.17 S)**

3 **1. LEASE ORGANIZATION (9.1 S)**

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

9 **2. INSPECTION (9.2 S)**

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

17 **3. SUCCESSORS IN INTEREST (9.3 S)**

19 Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply
21 to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom
23 shall be jointly and severally liable hereunder.

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

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

33 **“Total Destruction”** of the Premises shall mean damage or destruction to the Premises, for which the repair
35 cost is 25 percent or more of the then replacement cost of the Premises (including tenant improvements),
37 excluding the value of the land.

39 In the event of a Partial Destruction of the Premises, LESSOR shall immediately pursue completion of all
41 repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial
43 Destruction. Said restoration work (including any demolition required) shall be completed by LESSOR, at
45 LESSOR’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an
47 extended time frame as may be authorized, in writing, by COUNTY. The Partial Destruction of the Premises
49 shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent
payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY’s use and
occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work
required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within sixty (60) days,
or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY’s sole option,
terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor,
materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for
occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and
LESSOR shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises
(including replacement of all tenant improvements) to the condition which existed immediately prior to the
destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is
accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the
Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of

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

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

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

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

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

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

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

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

27
29 **8. STATE AUDIT (9.8 S)**

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

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

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

43
45 **10. HOLDING OVER (9.10 S)**

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

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

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

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

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

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

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

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

19 LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as a 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 SSA/Facilities Services Manager staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to COUNTY within thirty (30) days of LESSOR's receipt of COUNTY's invoice for said administrative services. Should LESSOR fail to compensate COUNTY within said thirty (30) days, COUNTY has the option to deduct the amount from the rent thereafter payable.

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

31 Each Party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect to 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.

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

39 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.

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

47 Time is of the essence of this Lease.
49 //

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

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

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

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

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1 EXHIBIT A

3 LEASE DESCRIPTION (10.1 S)

5
7 PROJECT NO: OCPW/ALS/DA-11-002

DATE: ~~June~~
26 October 15, 2014

9 PROJECT: SSA Headquarters

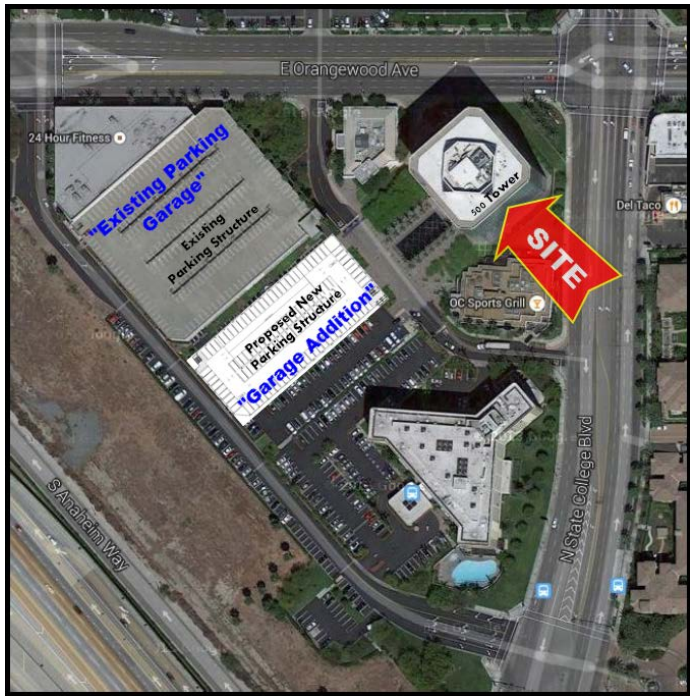
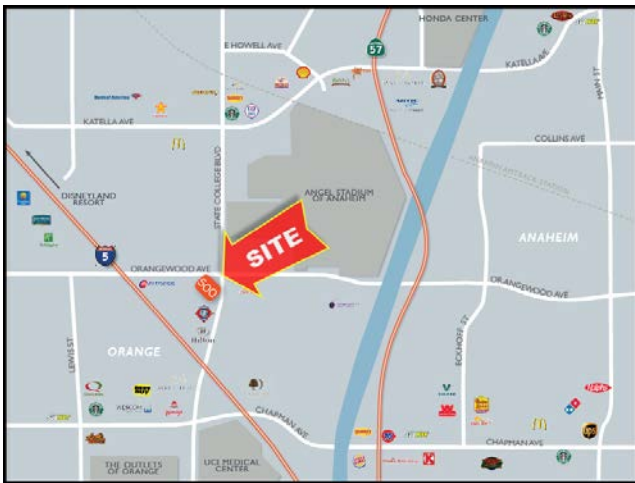
VERIFIED BY: John Beck

11 All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part
13 hereof, being a portion of the first floor (Suite 100), and the entire second, third, fourth, fifth, and sixth ~~and~~
15 ~~eighth~~ floors of that certain fourteen-story building located at 500 North State College Boulevard in the City
17 of Orange, County of Orange, State of California, comprising approximately ~~132,133,111,690~~ rentable square
feet, together with the free use of ~~five~~four hundred ~~(500sixty-five (465))~~ parking spaces in the parking lot
shown on Exhibit B consisting of 350 reserved parking spaces, ~~135,100~~ unreserved parking spaces, and 15
visitor ~~parking spaces in the Garage Addition which will be temporarily located in the Existing Parking~~
~~Garage as 40 reserved parking spaces and 460 unreserved~~ parking spaces.

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21 NOT TO BE RECORDED

EXHIBIT B



CEO/ALS/SSA-13-047

Social Services Agency Headquarters
500 N. State College Blvd.

Orange, CA 92868

Prepared By: John Beck

Checked By:

Date: 6/26/2014



LOCATION MAP

EXHIBIT C

TENANT IMPROVEMENT
PERFORMANCE SPECIFICATIONS (10.3 S)



FIRST FLOOR

- KEY:**
- 1/8" = 1'-0" (CONCRETE)
 - 1/8" = 1'-0" (WOOD)
 - 1/8" = 1'-0" (METAL)
 - 1/8" = 1'-0" (GLASS)
 - 1/8" = 1'-0" (PARTITION)
 - 1/8" = 1'-0" (MECHANICAL)
 - 1/8" = 1'-0" (ELECTRICAL)
 - 1/8" = 1'-0" (PLUMBING)
- NOTES:**
- 1. SEE SPECIFICATIONS FOR MATERIALS AND FINISHES.
 - 2. ALL DIMENSIONS ARE IN FEET.

PROJECT
COUNTY OF ORANGE
500 ORANGE TOWER
3RD FLOOR
800 N. STATE COLLEGE
ORANGE, CA 92668

saa
STRUCTURAL ARCHITECTS

COUNTY OF ORANGE, CALIFORNIA ARCHITECT
1000 COLLEGE AVENUE, SUITE 300
ORANGE, CA 92668
PH: 714.952.8000
WWW.SAAARCHITECTS.COM

SEAL AND STAMP

CONSULTANT

DRAWING OWNER
SAA ARCHITECTS

DEPARTMENTS	
ACCOUNTING	10.100.0000
ADMINISTRATIVE	10.100.0000
ARCHITECTURE	10.100.0000
CONSTRUCTION	10.100.0000
ENGINEERING	10.100.0000
GENERAL SERVICES	10.100.0000
INFORMATION TECHNOLOGY	10.100.0000
LABORATORY	10.100.0000
LEGAL	10.100.0000
PLANNING	10.100.0000
RESEARCH	10.100.0000
TRAINING	10.100.0000
UTILITY	10.100.0000

DATE OF ISSUE: 08/14/14
DRAWING NO.: 14-0000
SHEET NO.: 01 OF 01
SCALE: AS SHOWN
PROJECT NO.: 14-0000
PROJECT NAME: 500 ORANGE TOWER
3RD FLOOR
SPACE PLAN
SAA ARCHITECTS
SP-D

DATE: _____
BY: _____
TITLE: _____

Lessor Initials: _____



SECOND FLOOR

- KEY:**
- ▒ OFFICE
 - ▒ CONFERENCE ROOM
 - ▒ RECEPTION
 - ▒ STAIR
 - ▒ ELEVATOR
 - ▒ RESTROOM
 - ▒ STORAGE
 - ▒ JANETRY
 - ▒ MEETING ROOM
 - ▒ BREAK ROOM
 - ▒ LOBBY
 - ▒ WAITING AREA
 - ▒ STORAGE ROOM
 - ▒ OFFICE
- NOTES:**
- 1. ALL ROOMS ARE TO BE FURNISHED.
 - 2. ALL ROOMS ARE TO BE PAINTED.

COUNTY OF ORANGE
ORANGE
 600 ORANGE TOWER
 2ND FLOOR
 600 N. STATE COLLEGE
 ORANGE, CA 92668

saa

SALES & MARKETING
 1000 N. STATE COLLEGE
 ORANGE, CA 92668
 TEL: (714) 952-1000
 FAX: (714) 952-1001
 WWW.SAA.COM

SEAL AND STAMP

CONSULTANTS

DRAWING DATE
 08/16/2014

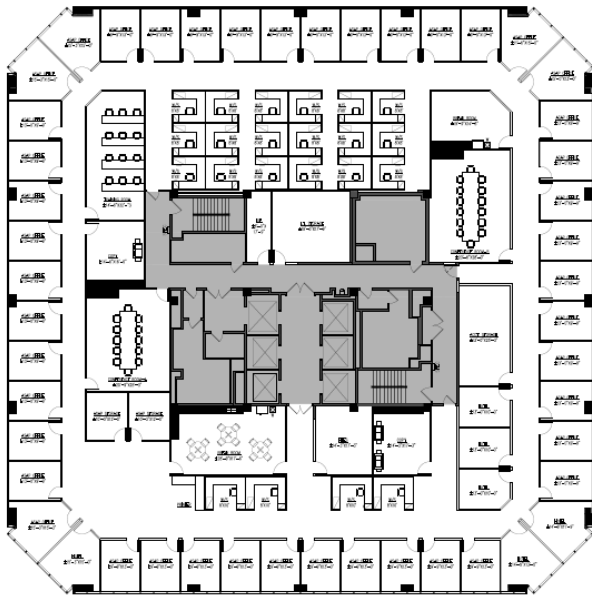
DEPARTMENTS	
ADMINISTRATIVE	1. RECEPTION 2. CONFERENCE ROOM 3. OFFICE 4. STORAGE 5. JANETRY 6. RESTROOM
CONFERENCE ROOM	1. CONFERENCE ROOM
RECEPTION	1. RECEPTION
OFFICE	1. OFFICE
STAIR	1. STAIR
ELEVATOR	1. ELEVATOR
RESTROOM	1. RESTROOM 2. RESTROOM
STORAGE	1. STORAGE 2. STORAGE
MEETING ROOM	1. MEETING ROOM 2. MEETING ROOM
BREAK ROOM	1. BREAK ROOM 2. BREAK ROOM
LOBBY	1. LOBBY
WAITING AREA	1. WAITING AREA
STORAGE ROOM	1. STORAGE ROOM 2. STORAGE ROOM

**2ND FLOOR
 WARE PLAN**

SP-D

SAI OFFICIAL
 SP
 ME
 PW

Lessor Initials: _____



THIRD FLOOR

- LEVEL**
- ▬ 4th FLOOR (101)
 - ▬ 3rd FLOOR (300)
 - ▬ 2nd FLOOR (200)
 - ▬ 1st FLOOR (100)
 - ▬ 5th FLOOR (500)
 - ▬ 6th FLOOR (600)
 - ▬ 7th FLOOR (700)
 - ▬ 8th FLOOR (800)
 - ▬ 9th FLOOR (900)
 - ▬ 10th FLOOR (1000)
 - ▬ 11th FLOOR (1100)
 - ▬ 12th FLOOR (1200)
- SCALE**
- 1/8" = 1'-0"
 - 1/4" = 1'-0"
 - 1/2" = 1'-0"
 - 3/4" = 1'-0"
 - 1" = 1'-0"
 - 1 1/4" = 1'-0"
 - 1 1/2" = 1'-0"
 - 1 3/4" = 1'-0"
 - 2" = 1'-0"
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 - 2 3/4" = 1'-0"
 - 3" = 1'-0"
 - 3 1/4" = 1'-0"
 - 3 1/2" = 1'-0"
 - 3 3/4" = 1'-0"
 - 4" = 1'-0"

COUNTY OF ORANGE
500 ORANGE TOWER
8th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668



SAAS
 1440 S. STATE COLLEGE AVENUE, SUITE 200
 ORANGE, CALIFORNIA 92668
 TEL: 714.371.1111
 FAX: 714.371.1112
 WWW.SAAS.COM

SEAL AND STAMP

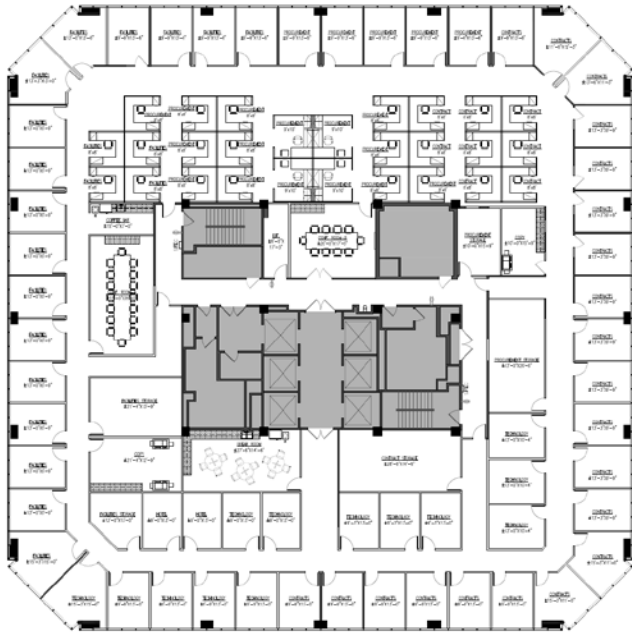
CONSULTANT

DRAWING ISSUE

DEPARTMENTS	
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DEPARTMENT	11 - COUNTY OFFICE
DEPARTMENT	12 - COUNTY OFFICE
DEPARTMENT	13 - COUNTY OFFICE
DEPARTMENT	14 - COUNTY OFFICE
DEPARTMENT	15 - COUNTY OFFICE
DEPARTMENT	16 - COUNTY OFFICE
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DEPARTMENT	97 - COUNTY OFFICE
DEPARTMENT	98 - COUNTY OFFICE
DEPARTMENT	99 - COUNTY OFFICE
DEPARTMENT	100 - COUNTY OFFICE

SP-D

Lessor Initials: _____



FIFTH FLOOR

- LEGEND:**
- ADD-VIS & CORRECT (S&S)
 - EXISTING (S&S) T. 1000
 - NEW (S&S)
 - REMOVE (S&S) (SEE NOTE 11)
 - NEW (S&S) (SEE NOTE 11)
 - NEW (S&S) (SEE NOTE 11)
 - NEW (S&S)
- NOTES:**
- ALL DIMENSIONS ARE APPROXIMATE
 - ALL DIMENSIONS IN FEET

COUNTY OF ORANGE
500 ORANGE TOWER
5th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

SEIDENBERG + ASSOCIATES ASSOCIATES
 10000 PLYMOUTH BLVD., SUITE 200
 ANAHEIM, CA 92814
 714.939.8888
 1000 N. STATE COLLEGE, SUITE 500
 ORANGE, CA 92668
 714.939.8888
 4800 N. STATE COLLEGE, SUITE 500
 ORANGE, CA 92668
 714.939.8888

SEAL AND STAMP:

CONSULTANTS:

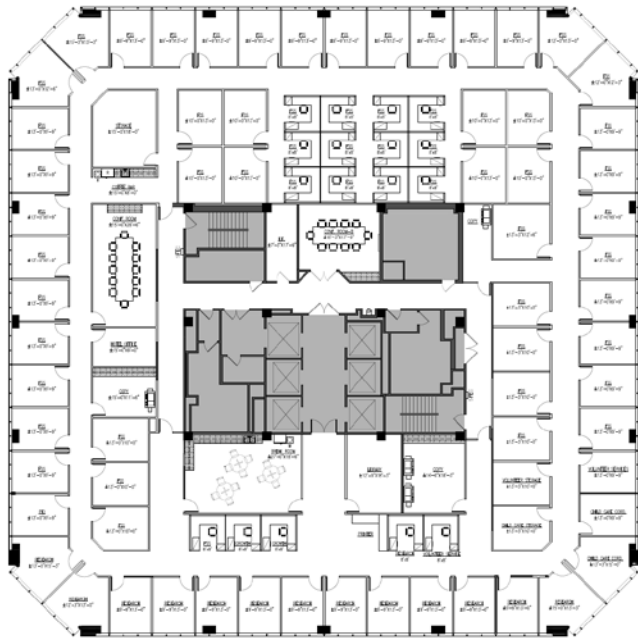
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DEPARTMENTS	
ACCOUNTING	11 - ACCOUNTING
ADMINISTRATION	12 - ADMINISTRATION
CONFERENCE ROOMS	13 - CONFERENCE ROOMS
OFFICE	14 - OFFICE
RECEPTION	15 - RECEPTION
RESTROOMS	16 - RESTROOMS
STORAGE	17 - STORAGE
TRAINING	18 - TRAINING
UTILITY	19 - UTILITY
VAULT	20 - VAULT

PROJECT NO. 13-047
 SHEET NO. 500-5
 DATE: 08/14/13
 SCALE: AS SHOWN
 5th FLOOR
 SPACE PLAN
 11/14/13

SP-D

Lessor Initials: _____



SIXTH FLOOR

- LEGEND**
- ADA VESTIBULE (2011)
 - EXTERIOR FINISHED FLOOR
 - EXTERIOR FINISH
 - EXISTING DOOR, DOOR FRAME AND DOOR SCHEDULE TO BE KEPT AS EXISTING
 - NEW DOOR, DOOR FRAME AND SCHEDULE
 - NEW FINISH
- NOTES**
- * ALL FINISHES ARE APPROXIMATE
 - ** ALL FINISHES FINISHED AT TRADE

PROJECT
COUNTY OF ORANGE
500 ORANGE TOWER
6th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

saa
 SELLERBERG + SGAZZE ASSOCIATES
 ARCHITECT - INTERIOR DESIGN AND INTERIORS
 6500 MacArthur Blvd., Suite 100, Irvine, CA 92618
 949.453.8888
 6500 MacArthur Blvd., Suite 100, Irvine, CA 92618
 949.453.8888
 6500 MacArthur Blvd., Suite 100, Irvine, CA 92618
 949.453.8888
 6500 MacArthur Blvd., Suite 100, Irvine, CA 92618
 949.453.8888

SEAL AND STAMP:

CONSULTANT:

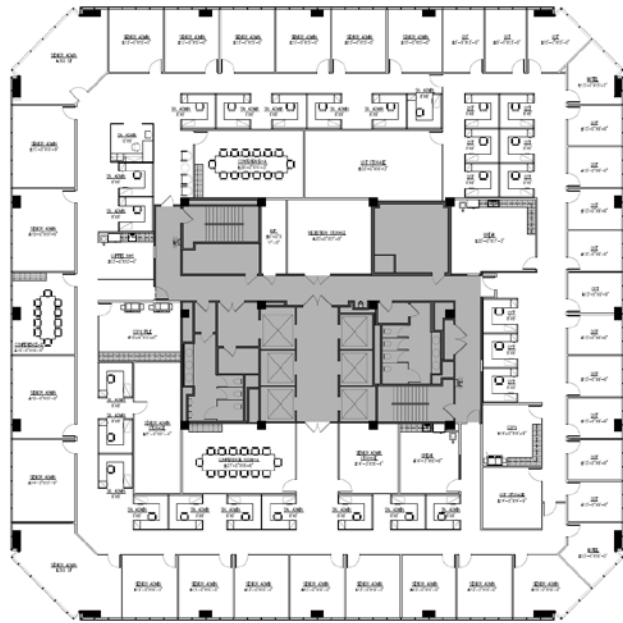
DRAWING ISSUE:
 DATE: 08/08/14
 BY: [Signature]

DEPARTMENTS	
DESIGN	01 - 100 OF OFFICE
DESIGN	02 - 200 OF OFFICE
DESIGN	03 - 300 OF OFFICE
DESIGN	04 - 400 OF OFFICE
DESIGN	05 - 500 OF OFFICE
DESIGN	06 - 600 OF OFFICE
DESIGN	07 - 700 OF OFFICE
DESIGN	08 - 800 OF OFFICE
DESIGN	09 - 900 OF OFFICE
DESIGN	10 - 1000 OF OFFICE
DESIGN	11 - 1100 OF OFFICE
DESIGN	12 - 1200 OF OFFICE
DESIGN	13 - 1300 OF OFFICE
DESIGN	14 - 1400 OF OFFICE
DESIGN	15 - 1500 OF OFFICE
DESIGN	16 - 1600 OF OFFICE
DESIGN	17 - 1700 OF OFFICE
DESIGN	18 - 1800 OF OFFICE
DESIGN	19 - 1900 OF OFFICE
DESIGN	20 - 2000 OF OFFICE
DESIGN	21 - 2100 OF OFFICE
DESIGN	22 - 2200 OF OFFICE
DESIGN	23 - 2300 OF OFFICE
DESIGN	24 - 2400 OF OFFICE
DESIGN	25 - 2500 OF OFFICE
DESIGN	26 - 2600 OF OFFICE
DESIGN	27 - 2700 OF OFFICE
DESIGN	28 - 2800 OF OFFICE
DESIGN	29 - 2900 OF OFFICE
DESIGN	30 - 3000 OF OFFICE
DESIGN	31 - 3100 OF OFFICE
DESIGN	32 - 3200 OF OFFICE
DESIGN	33 - 3300 OF OFFICE
DESIGN	34 - 3400 OF OFFICE
DESIGN	35 - 3500 OF OFFICE
DESIGN	36 - 3600 OF OFFICE
DESIGN	37 - 3700 OF OFFICE
DESIGN	38 - 3800 OF OFFICE
DESIGN	39 - 3900 OF OFFICE
DESIGN	40 - 4000 OF OFFICE
DESIGN	41 - 4100 OF OFFICE
DESIGN	42 - 4200 OF OFFICE
DESIGN	43 - 4300 OF OFFICE
DESIGN	44 - 4400 OF OFFICE
DESIGN	45 - 4500 OF OFFICE
DESIGN	46 - 4600 OF OFFICE
DESIGN	47 - 4700 OF OFFICE
DESIGN	48 - 4800 OF OFFICE
DESIGN	49 - 4900 OF OFFICE
DESIGN	50 - 5000 OF OFFICE

6th FLOOR SPACE PLAN
 SHEET NO. SP-D

DATE: 08/08/14
 BY: [Signature]

Lessor Initials: _____



EIGHTH FLOOR

- DOOR SWING DIRECTION
- DOOR TYPE
- DOOR FRAME AND HARDWARE
- DOOR HARDWARE
- DOOR FRAME AND HARDWARE
- DOOR HARDWARE
- DOOR HARDWARE
- DOOR HARDWARE

COUNTY OF ORANGE
500 ORANGE TOWER
8th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

SEAL AND STAMP

CONSULTANTS

DRAWING TITLE

DEPARTMENTS	
ADMINISTRATIVE	<input type="checkbox"/>
ACCOUNTING	<input type="checkbox"/>
COMPUTER SERVICES	<input type="checkbox"/>
LEGAL	<input type="checkbox"/>
PLANNING	<input type="checkbox"/>
RESEARCH	<input type="checkbox"/>
TRAINING	<input type="checkbox"/>
UNIVERSITY RELATIONS	<input type="checkbox"/>
WORKSPACE	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

8th FLOOR SPACE PLAN

SP-D

1. THIS DRAWING IS THE PROPERTY OF SAA AND SHALL BE KEPT IN CONFIDENCE.

Lessor Initials: _____

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

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

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

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

www.saala.com

DEMO NOTES

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

GENERAL NOTES

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

MPOE – 1ST Floor

- Provide (3) dedicated L5-30R outlets

CONDUIT FOR PAGING AND INTERCOM SYSTEM

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

RECEPTION – 1ST FLOOR

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

MAIN MAIL ROOM – 1ST FLOOR

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

TRAINING A, B, & C – 1ST FLOOR

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

HR RECEPTION – 2ND FLOOR

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

MAIN SERVER ROOM – 4TH FLOOR

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

WORKSTATIONS

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



OFFICES- ALL ROOMS, U.N.O.

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

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

OFFICES – SENIOR ADMIN ONLY

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

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

BREAK ROOMS

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



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

COFFEE BARS

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

COPY ROOMS

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

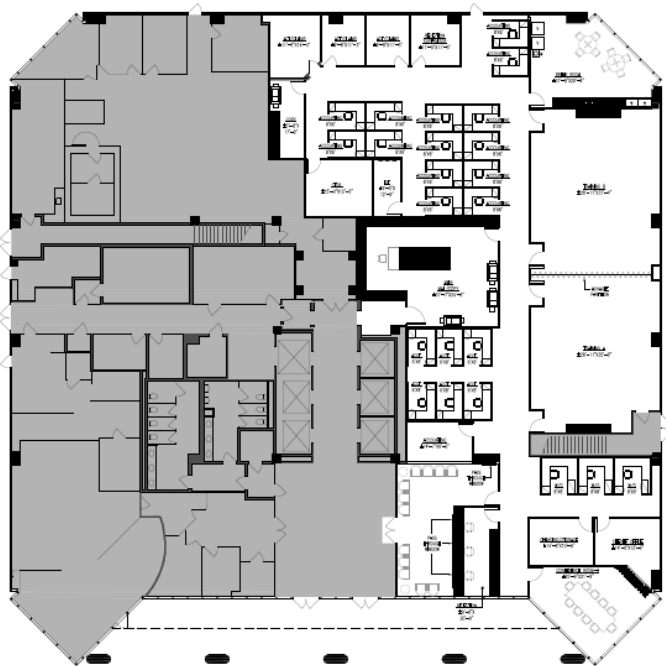
CONFERENCE ROOM A

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

CONFERENCE ROOM B

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





FIRST FLOOR

LEGEND	
NEW CONSTRUCTION	
EXISTING WALLS	
FLOOR	
UNFINISHED FLOOR AS SHOWN IN CONTRACT DOCUMENTS	
EXISTING DOOR, SEE FINISH AND FINISH C	
GLASS	
NOTES:	
1. ALL FINISHES AS NOTED	
2. ALL FINISHES TO BE	

PROJECT:
**COUNTY OF ORANGE
 500 ORANGE TOWER
 9th FLOOR
 500 N. STATE COLLEGE
 ORANGE, CA 92668**

SAA ARCHITECTS
 22100 UNIVERSITY BLVD SUITE 100
 DANFORTH, CA 92620
 (714) 783-3000
 www.saa.com

SEAL AND STAMP

CONSULTANTS

DRAWING ISSUE

NO.	DATE
1	02/16/14

DEPARTMENT	
DESIGNER	JR. SPENCER
DRAWN BY	SR. ARCHITECTS
CHECKED BY	SR. ARCHITECTS
DATE	10/16/13
PROJECT NO.	1212
DRAWING NO.	001
TITLE	SP-D

DATE	10/16/13
BY	JR. SPENCER
CHKD BY	SR. ARCHITECTS
DATE	10/16/13
BY	SR. ARCHITECTS
CHKD BY	SR. ARCHITECTS
DATE	10/16/13

**9th FLOOR
 SPACE PLAN**

SP-D

DATE	02/16/14
BY	JR. SPENCER
CHKD BY	SR. ARCHITECTS
DATE	02/16/14

Lessor Initials: _____

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

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

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

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

www.saala.com

DEMO NOTES

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

GENERAL NOTES

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

MPOE – 1st Floor

- Provide (3) dedicated L5-30R outlets

CONDUIT FOR PAGING AND INTERCOM SYSTEM

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

RECEPTION – 1ST FLOOR

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

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MAIN MAIL ROOM – 1ST FLOOR

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

TRAINING A, B, & C – 1ST FLOOR

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

HR RECEPTION – 2ND FLOOR

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

MAIN SERVER ROOM – 4TH FLOOR

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

WORKSTATIONS

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



OFFICES- ALL ROOMS, U.N.O.

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

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

OFFICES – SENIOR ADMIN ONLY

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

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

BREAK ROOMS

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



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

COFFEE BARS

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

COPY ROOMS

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

CONFERENCE ROOM A

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

CONFERENCE ROOM B

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



IDF ROOMS

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

STORAGE & FILE ROOMS

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

BACK-UP GENERATOR AND UPGRADE

At LESSOR's sole cost and expense:

- LESSOR shall provide connectivity to the existing on-site, back-up generator (Existing Generator) to power COUNTY's IT Rooms or if the capacity is not substantial enough to provide this support, LESSOR shall install an additional on-site backup generator (Additional Generator) sufficient to power COUNTY's IT Rooms;
- LESSOR will work with COUNTY to identify priority locations in the Premises for limited power up to any excess capacity of the Existing Generator or Additional Generator.
- LESSOR shall perform the necessary electrical engineering and electrical work to wire the electricity servicing the COUNTY's Premises to feed to a generator transfer switch or switches (as deemed appropriate) which will provide a connection-ready service point to provide COUNTY with the ability to connect to a temporary & portable emergency generator (Temporary Generator) in the event of a service outage.
- The Temporary Generator will not be stored on site but will be rented on an "as-needed" basis, the cost of which will be paid by LESSOR and offset against any claim by COUNTY for rent abatement for those days the Temporary Generator is required by COUNTY.
- LESSOR agrees to use commercially reasonable efforts to obtain and provide the services of the Temporary Generator during an outage event. COUNTY and LESSOR agree that LESSOR's liability in this case is limited to COUNTY's claim for rent abatement, if such a claim is appropriate, and in the event LESSOR provides the Temporary Generator, COUNTY shall have no further right to make a claim for rent abatement due to interruption of services during the time period which the Temporary Generator is made available.

County of Orange
OC Public Works
Access Control System Specifications

COUNTY ACCESS CONTROL OVERVIEW

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

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

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

LENEL VALUE ADDED RESELLER (VAR) QUALIFICATIONS

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

ACCESS CONTROL MATERIALS

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

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

PERFORMANCE SPECIFICATIONS

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

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

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

ENGINEERING AND DRAWINGS

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

MISCELLANEOUS

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

Color: Black / Red White / Green
Code:

[Contact Us For More Information](#)

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

LOW MINIMUM RUNS QUICK TURNAROUNDS CUSTOM CABLE SOLUTIONS MADE IN USA

* Specification subject to error and may change without notice

5 communication cabling



Aerospace Part#: TBD PLENUM CABLE

DESCRIPTION

2 Pairs AWG 24/7x32 TC
Individual Foil Shield Foam FEP/Halar Orange CMP

PHYSICAL PROPERTIES

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

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

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

MECHANICAL PROPERTIES

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

ELECTRICAL PROPERTIES

Max. Operating Voltage	Capacitance (Cond. To Cond.)	Impedance	D.C. Resistance
UL Rated 300V Power Ltd.	10.7 pf / ft nom.	114 ohms nom.	27.2 Ohms/m @25C

Vel of Prop
83%

INDUSTRY APPROVAL & COMPLIANCE

Standards & Environmental Programs	
RoHS Compliant	YES
Suitability	Indoor, Direct Burial, Wet Location
Resistance	Oil, Gas, Sunlight, Abrasion, Acid
Applications	Communications, Audio, Control, Instrumentation
Flame Test	NFPA 262 / FT5
NEC / (UL) Specification	CMP
CEC / C (UL) Specification	CMP

MISCELLANEOUS

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

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

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

DIVISION 1 - GENERAL REQUIREMENTS

- A. All Work shall be done in accordance with these Performance Specifications. LESSOR’s architect will provide for required “acceptance” signatures from COUNTY and its Telecommunications and Data Services (where applicable).
- B. These Performance Specifications define minimum acceptable standards. They are not to be construed as limiting the items requiring maintenance or repair, but shall include any additional remedy necessary to repair or make safe, any unsatisfactory condition.

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

- C. All building codes, “The Americans with Disabilities Act” (ADA), and local authorities’ requirements applicable to this facility shall be met. In case of conflict(s), codes and plans shall take precedence over these general specifications.
- D. COUNTY must review and sign for the acceptance of Space Plan(s) and furniture layout plan(s) prior to the commencement of the Work.

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

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

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

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

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

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

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

- Compact disc ROM (read only memory)

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

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

P. In the event of an explicit discrepancy between the specifications included in this checklist and the Space Plan or Notes included in Exhibit C, the Space Plan or Notes shall supercede.

DIVISION 2 - SITEWORK

- A. LESSOR, at LESSOR's expense, shall provide any required work involving the removal or abatement of any asbestos containing materials and comply with all applicable regulations; including, but not limited to, those promulgated by the Environmental Protection Agency, the Occupational Safety and Health Administration, and the California Code of Regulations.
- B. Provide any wall and floor saw-cutting and/or core-drilling needed to complete the installations of all equipment, fixtures, and utilities shown on space plan(s).
- C. Provide freshly slurred parking lot and stall striping for number of spaces agreed to in Lease.
- D. P&I stenciling on curbs and pavement as specified by COUNTY.

DIVISION 3 - CONCRETE

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

DIVISION 4 - MASONRY

NONE

DIVISION 5 - METALS

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

DIVISION 6 - WOOD & PLASTICS

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

DIVISION 7 - THERMAL & MOISTURE PROTECTION

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

DIVISION 8 - DOORS & WINDOWS

A. Door frames shall be of commercial grade wood or metal, acceptable for heavy-duty use. Solid-core wood doors shall be installed throughout.

B. P&I keyed entry doors permitting free access during business hours and entry by key only on non-business hours. Keyed bolt lock(s) are not acceptable on the interior side of the entry door. The key system (master and sub-master set-up) and number of keys will be determined by COUNTY and provided by the LESSOR.

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

C. P&I door stops for all doors.

D. Coat hooks shall be installed on the inside of all private office doors at 65-inches from the base of the door, unless otherwise specified by the Social Services Agency.

E. P&I vision panels on all hallway doors, Interview rooms, conference rooms, store rooms; and lunch rooms ~~and any other doors to high traffic areas.~~

F. P&I kick plates on designated doors.

G. P&I automatic closures on doors as indicated as required by applicable codes.

H. Compliance with ADA; Contractor shall furnish all labor, material, permits and drawings to convert existing manual entry doors to ADA Automatic Entrances in compliance with Federal ADA requirements and local codes. The LESSOR may comply by either installing a fully automatic door with seeing eye/motion opening/closing or by installing electric automatic door operators as requested by the County. In the event of the latter the conversion shall include: Installation of electric automatic door operators, electrical wiring and circuitry, electronic control, direct wire wall switches, full width header, safety signage on doors, and any element necessary for the 100% completion in accordance with ADA Accessibility Guidelines, and COUNTY specifications.

I. Existing windows shall be cleaned and restored to first-class working condition and color matched to new construction. Caulk and weather-strip as necessary in order to obtain full weatherproofing. Replace defective window tinting as requested by COUNTY.

DIVISION 9 - FINISHES

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

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

DIVISION 10 - SPECIALTIES

- A. P&I signage to consist of, but not limited to: exterior sign(s), directory sign(s), suite entry door sign(s), room and cubicle numbers, department title(s), maximum occupancy for high density rooms, no smoking signs, emergency evacuation plan(s) in lobbies, all conference rooms and training rooms, and all required exit signs with directional arrows, parking lot signs and other signs as required by COUNTY, and local codes and ordinances.
- All signs to be done to COUNTY and ADA standards, including but not limited to, Braille requirements, etc.
- B. P&I ABC type fire extinguishers with semi-recessed plastic face cabinets as required by codes and COUNTY’s safety officer; and appropriate type fire extinguishers in all computer room(s) and/or telephone switch room(s). Install L projecting wall signs identifying location of extinguishers.
- C. Restrooms shall be provided with required accessories including, but not limited to: mirrors w/shelf, soap dispensers, feminine napkin-recessed vendors, and disposal receptacle for the napkins in each and every (woman’s) stall, semi-recessed paper towel dispensers with waste receptacles, toilet seat cover dispensers, a clothes hook in each toilet compartment and other fixtures as required by COUNTY.
- D. Toilet partitions shall be 70” in height.

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

DIVISION 11 - EQUIPMENT

NONE

DIVISION 12 – FURNISHINGS

- A. P&I new mini and/or vertical blinds on all interior and exterior glazing (including door glazing); blinds to be Levelor® or equal quality, with final selection of type of blinds made by COUNTY. Existing mini and/or vertical blinds which are in good working and physical condition, or which can be repaired to the same, are acceptable.
- B. Provide pre-cast concrete trash receptacles and cigarette urns placed outside main building entrances.

DIVISION 13 - SPECIAL CONSTRUCTION

NONE

DIVISION 14 - CONVEYING SYSTEMS

NONE

DIVISION 15 - MECHANICAL

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

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

Outdoors	Maintain Indoors
Summer - 95 ° dry bulb	78 ° dry bulb at maximum range of 40% to 60% relative humidity.
Winter - 35 ° dry bulb	68 ° dry bulb

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

DIVISION 16 - ELECTRICAL

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

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

- E. All lighting controls pertinent to the Premises shall be located within the Premises.
- F. All electrical panels exclusively serving the Premises shall have an individual electrical expansion capacity of no less than ~~30%~~ 15% per panel, but also no less than 25% expansion capacity on average on a per panel per floor basis, and have panel -mounted-mode ACCUVAR surge suppression systems on the electrical panels serving outlets inside each floor space and telephone closets.
- G. All communication jacks shall have a receptacle box with 3/4" diameter conduit stubbed out into accessible ceiling space and a pull string provided. No exposed conduit is permitted. Provide solid cover plates for jacks that are not in current use. COUNTY's Telecommunications and COUNTY must both be notified in writing by LESSOR/Contractor as to whether or not the Premises will have an HVAC return air plenum ceiling. All existing wiring must meet current applicable fire/building codes or must be removed and/or replaced by LESSOR/ Contractor. County will P&I cabling.
- H. For single tenant or multi-tenant buildings without telephone company provided Intra-building Network Cable (INC): P&I 4" EMT diameter conduit from the telephone company's designated Minimum Point of Entry (MPOE) to COUNTY's telephone backboard(s) and provide pull string as necessary.
- I. For multi-tenant buildings with telephone company provided Intra-building Network Cable (INC): provide ____ cable pairs for COUNTY, tagged at each distribution point in the building, for COUNTY's

exclusive use. LESSOR shall maintain a contract with telephone company for repair and maintenance of INC. LESSOR/Contractor shall P&I ____ - ____ diameter conduit from INC floor terminal room to COUNTY's backboard(s) and P&I string as necessary.

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

EXHIBIT D

JANITORIAL SPECIFICATIONS (10.4 S)

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve LESSOR of the obligation to provide such service should it become necessary. Minimum janitorial services are intended to be at standards comparable to other Class A buildings in the Central Orange County area.

“Five-day-per-week” janitorial service as required in Clause ~~1618~~ (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 and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;
3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.

MONTHLY:

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

MISCELLANEOUS SERVICES

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

SUSTAINABILITY

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

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

EXHIBIT E
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

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

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

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

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

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

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

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

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

COUNTY:

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

**APPROVAL AS TO FORM
COUNTY COUNSEL**

By: _____ Date: _____
Deputy

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____



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

LEASE

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

1. DEFINITIONS (1.2 S)

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

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

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

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

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

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

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

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

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

//

1 **2. PREMISES (1.3 N)**

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

11 **3. PARKING (1.4 N)**

13 LESSOR, throughout the term of this Lease, shall provide a total of four hundred sixty-five (465) parking
15 spaces consisting of three hundred fifty (350) parking spaces designated for COUNTY’s free use, reserved
17 and marked (“**Reserved Parking Spaces**”), one hundred (100) parking spaces for COUNTY’s free and
19 unreserved use (“**Unreserved Parking Spaces**”) and fifteen (15) Visitor Parking Spaces (as defined below),
all of which will be located in the Existing Parking Garage and the Garage Addition, as defined and
described below, when completed. Until the completion of the Garage Addition, said 465 parking spaces are
to be located initially in the existing parking garage (“**Existing Parking Garage**”) shown on Exhibit B and
COUNTY shall be entitled to forty (40) reserved parking spaces split between the first and second decks of
the Existing Parking Garage, and the remaining four hundred twenty-five (425) parking spaces shall be
unreserved. COUNTY’s use of said parking spaces shall be subject to all reasonable rules and regulations
which are prescribed by LESSOR from time to time for the efficient operation of the parking areas for the
Building and provided to COUNTY in writing.

25 Throughout the term of this Lease, COUNTY shall have the right to lease up to an additional seventy-five
27 (75) unreserved parking stalls (“**Additional Stalls**”), either in the Existing Parking Garage or the Garage
Addition (as defined below), subject to availability at the rate of forty dollars (\$40) per space per month.
Within a reasonable period of time following receipt of COUNTY’s notice that it wishes to lease Additional
29 Stalls, LESSOR shall confirm to COUNTY in writing the number of Additional Stalls that are then available
for lease, and COUNTY shall be entitled to lease up to the number of Additional Stalls specified in
31 LESSOR’s notice. Prior to any adjustment in the number of parking spaces, COUNTY and LESSOR shall
agree in writing as to the number of parking spaces to be adjusted. Should COUNTY exercise its right to
33 increase or decrease the quantity of parking spaces pursuant to this clause the additional charge or reduction
shall be prorated in accordance with the change in the number of parking spaces occupied during any one
35 month and shall be billed as Additional Rent pursuant to Clause 8 (RENT). COUNTY shall pay the
reasonable cost of parking cards and any replacement cards for any additional parking spaces. In no event
37 shall COUNTY’s total parking spaces be decreased to less than four hundred sixty-five (465) spaces as
described above.

39 In addition to said parking spaces, LESSOR shall also provide parking for disabled persons (“**ADA Spaces**”)
41 in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building
Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by
43 the local jurisdiction in which the Premises is located where the provisions of such local codes and/or
ordinances exceed or supersede the State requirements.

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

1 acceptable covered parking space locations within the Existing Parking Garage and the Garage Addition.
LESSOR shall mark fifteen (15) spaces in the Garage Addition ground floor nearest the Building for
3 “COUNTY’s Visitors Only” (the “**Visitor Parking Spaces**”).

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

19 In the event that the Garage Addition is not completed and ready for occupancy within eighteen (18) months
of Commencement Date (the “**Interim Period**”), or in the event that the SSA/Facilities Services Manager
21 has notified LESSOR, at least three (3) times in a thirty (30) day period within the Interim Period,, in writing
or e-mail documenting the date, time and person(s) involved of each occurrence, that COUNTY has been
23 unable to find and utilize enough parking stalls to satisfy its requirement above, LESSOR agrees, at the SSA/
Facilities Services Manager’s request, to mark and reserve the equivalent of the four hundred sixty-five (465)
25 parking spaces in the lower levels of the Existing Parking Garage until the Garage Addition is completed and
ready for occupancy and LESSOR shall take steps to assure availability for COUNTY’s Unreserved Parking
27 Spaces. Upon completion of the Garage Addition, COUNTY’s Reserved Parking Spaces will be apportioned
as described, above.

31 **4.TERM (2.2 S)**

33 The term of this Lease shall be fifteen (15) years (“**Term**”), commencing the first day of the first full
calendar month following the completion by LESSOR of the work set out in Clause 11 (CONSTRUCTION)
35 whichever date is later (“**Commencement Date**”).

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

39 **5. OPTION TO EXTEND TERM (2.3 S)**

41 COUNTY’s Deputy Director shall have the option to extend the term of this Lease for one (1) ten (10) year
43 period (the “**Extension Period**”) on the same terms and conditions of this Lease except for (a) the base rent
(the “**Extension Option Base Rent**”) which shall be negotiated at the time of the option as set forth below
45 and the base year for operating expenses will be reset to the calendar year prior to the year in which the
option is exercised, and memorialized in an amendment to the Lease; and (b) COUNTY may reduce the
47 Premises in half-floor increments up to two (2) full adjacent floors during the Extension Period. In the event
that COUNTY reduces its Premises in increments of a half-floor (e.g. either one half floor or one and one
49 half floors), COUNTY shall be responsible for reimbursing LESSOR for the reasonable costs associated with

1 constructing a demising wall between the Premises and any partially surrendered floor. The Extension Period
shall not contain an elective option for County to terminate the lease during the term of the Extension
3 Period. Notification of said exercise of option must be done in writing at least nine (9) months prior to the
Lease termination date.

5 Subject to other provisions contained in this Lease, including Clauses 13 (PAINTING BY LESSOR) and 14
7 (CARPETING BY LESSOR), COUNTY shall accept the Premises during the extension period in its “as-is,
where-is” condition. The Extension Option Base Rent shall be defined as 93% of the Fair Market Rental
9 Rate, defined and determined as set forth below in this Clause.

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

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

$$41 \quad \text{Total Rental Rate of Considered Buildings} \div \text{Number of Considered Buildings} = \text{Fair Market Rental Rate}$$

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

$$45 \quad \text{Extension Option Base Rent} = \text{Fair Market Rental Rate} \times 93\%$$

47 In no event shall the Extension Option Base Rent for the Option Period be greater than LESSOR’s Last Best
Offer and the final determination will be binding on both Parties. There shall be no abatement of rent or
49 Tenant Improvements, unless the Parties agree to such terms otherwise, (with exception of Clauses 13

1 (PAINTING BY LESSOR) and 14 (CARPETING BY LESSOR) of this Lease); the Extension Option Base
3 Rent shall increase by three percent (3%) per annum during the Extension Period; and no other terms of the
5 Lease shall change. COUNTY and LESSOR agree to then enter into a Lease amendment to consummate the
transaction within a reasonable time period following determination of the Extension Option Base Rent, with
time being of the essence.

7 6. OPTION TO TERMINATE LEASE (2.4A N)

9 COUNTY shall have the one-time option to terminate (“**Termination Option**”) this Lease effective at the
11 end of the tenth (10th) year of the Lease term (“**Termination Date**”) upon giving LESSOR written notice at
least fifteen (15) months prior to the Termination Date, provided that the following two conditions are met:

- 13 A. County delivers at least fifteen (15) months written notice in advance of the Termination Date; and
- 15 B. The Termination Option is expressly and strictly limited to being exercised based on COUNTY
17 consolidation to Santa Ana in connection with the COUNTY’s facilities plan for office space.

19 Should COUNTY exercise said Termination Option, the Termination Conditions are fully satisfied, above,
21 there shall be no fee or penalty for COUNTY to terminate the Lease, and the Lease shall terminate as of the
Termination Date. Time is of the essence, Full and faithful performance of the Termination Conditions is a
strict condition of effectiveness.

23 7. COUNTY’S RIGHT TO LEASE ADDITIONAL SPACE (2.5 N)

25 During the initial six month period following the Effective Date (the “**Expansion Period**”), COUNTY shall
27 have a fixed and exclusive right (the “**Expansion Option**”) to lease additional space in the form of either (1)
50% of the 8th floor of the Building or (2) 100% of the 8th floor of the Building (both referred to as the
29 “**Expansion Space**”). The Expansion Option shall be exercised by COUNTY in writing on a date no later
than the last day of the Expansion Period. If COUNTY exercises the Expansion Option: (i) the base rent
31 schedule shall adhere to the Lease on a “point in time” basis; (ii) the commencement date shall be the date
when the Expansion Space is delivered to COUNTY for occupancy but no later than six (6) months
33 following written exercise; (iii) rent abatement shall be pro-rated based on the term; (iv) LESSOR will
turnkey build-out of the space using project standard materials and colors based on a floor plan consistent
35 with the existing COUNTY floor plan (v) COUNTY shall receive a parking allocation of 5:1000, unreserved
stalls, otherwise consistent with terms and conditions of the Lease; and (vi) COUNTY’s occupancy of any
37 additional space pursuant to this Clause shall be subject to the terms and conditions of this Lease and rental
for said space shall be based upon the time COUNTY’s occupancy of the additional space commences (the
39 “**Expansion Terms**”). LESSOR shall provide COUNTY with written notice fifteen (15) days prior to the
expiration of the Expansion Period that said Expansion Option is about to expire.

41 8. RENT (3.2 N)

43 COUNTY agrees to pay to LESSOR as rent for the Premises the sum of Two Hundred Thirty-Four Thousand
45 Five Hundred Forty-Nine Dollars (\$234,549,00.00) per month. Notwithstanding the foregoing: (a) the Rent
for the first (1st) month shall be Fifty-Nine Thousand Four Hundred Nineteen Dollars and Fifty-Three Cents
47 (\$59,419.53); (b) the second (2nd) through the twelfth (12th) months inclusive of the Term shall be abated
by fifty percent (50%) from the first amount described above; and (c) the thirteenth (13th) through eighteenth
49

1 (18th) an the one hundred twenty-first (121st) through the one hundred twenty-fourth (124th) months of the
3 Lease term shall be rent-free.

5 To obtain rent payments and payment of any amounts hereunder LESSOR (or LESSOR’s designee) shall
7 submit to COUNTY’s SSA/Facilities Services Manager, in a form acceptable to said SSA/Facilities Services
9 Manager, a written claim for said rent payments.

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

- 13 A. The first day of the month following the month earned; or
- 15 B. Receipt of LESSOR’s written claim by the SSA/Facilities Services Manager.

17 Should COUNTY occupy the Premises before the first day of the Lease term, said pre-term occupancy shall
19 be rent-free as further described in Clause 11 (CONSTRUCTION).

21 COUNTY shall pay any Additional Rent in accordance with this clause. Additional Rent consists of charges
23 for additional parking spaces pursuant to Clause 3 (PARKING), lump sum payment of COUNTY’s portion
25 of tenant improvements pursuant to Clause 11 (CONSTRUCTION), alteration reimbursements pursuant to
27 Clause 12 (MOVING EXPENSES), after move-in tenant improvements pursuant to Clause 16 (COUNTY-
29 REQUESTED ALTERATIONS) and after-hour air conditioning pursuant to Clause 19 (UTILITIES).

31 **9. RENT ADJUSTMENT (3.3 N)**

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

35	<u>Months</u>	<u>Monthly Rental</u>	<u>Per Square Foot</u>
37	13-24	\$245,718.00	\$2.20
39	25-36	\$253,089.54	\$2.27
41	37-48	\$260,682.23	\$2.33
43	49-60	\$268,502.69	\$2.40
45	61-72	\$276,557.77	\$2.48
47	73-84	\$284,854.51	\$2.55
49	85-96	\$293,400.14	\$2.63
	97-108	\$302,202.15	\$2.71
	109-120	\$311,268.21	\$2.79
	121-132	\$320,606.26	\$2.87
	133-144	\$330,224.44	\$2.96
	145-156	\$340,131.18	\$3.05
	157-168	\$350,335.11	\$3.14
	169-180	\$360,845.17	\$3.23

43 The Monthly Rental, above, is the amount to be paid by COUNTY. The “Per Square Foot” rate, above, is an
45 estimate for statistical purposes only and for no other purpose.

47 **10. ADJUSTMENT FOR COST OF LESSOR SERVICES (3.4 N)**

49 For the purposes of this clause, the cost of operating expenses paid for by LESSOR for the benefit of the
Building, and in the case of the COUNTY, increases above the Base Year shall be allocated to the COUNTY

1 based on its Prorata Share of the Building as defined below (“LESSOR Services”) shall include only the
3 following:

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

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

27 In the event the cost of LESSOR Services incurred by LESSOR, during the second and subsequent full years
29 of the Term, are higher or lower than the actual cost of LESSOR Services incurred by LESSOR in the first
31 twelve months of the Term (“Base Year”), and the increase or decrease is reasonable when compared to
33 industry standards, an adjustment shall be made based on the percent of COUNTY’s occupancy which
35 LESSOR and COUNTY agree is 39.65% (the “Prorata Share”: County’s Premises is 111,690 RSF; Total
37 Building RSF is 281,700 RSF). Said adjustment shall be paid by COUNTY to LESSOR in the event of an
increase or shall be paid by LESSOR to COUNTY in the event of a decrease. It is further acknowledged that
the costs of LESSOR Services which vary based on occupancy of the Building (Utilities and Janitorial
Services referenced above) shall be adjusted to reflect 95% Building occupancy in accordance with standard
commercial office property accounting practices.

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

- 41 A. Summary Statement: LESSOR shall furnish a written (“**Summary Statement**”) in line itemed
43 form that includes in detail: (1) the cost of each category of LESSOR Services for the Base Year;
45 (2) the cost of LESSOR Services for the previous lease year (the “**Claim Year**”); and (3) any dollar
47 and percentage increase in the cost of LESSOR Services when compared to the Base Year
49 (“**Claim**”). In the event that an expense category of LESSOR Services is not a directly billed,
metered or assessed expense to the COUNTY, then COUNTY’s share of the LESSOR Services for
that expense category shall be equal to its Prorata Share of the total expense.

1 B. Supporting Data: The (“**Supporting Data**”) shall be a compilation of documentation and support to
3 provide proof to COUNTY of the general scope of services provided, amounts paid by LESSOR for
5 the services provided, and confirmation of payment of said services provided. The Supporting Data,
7 for each of the LESSOR Services (A-E) defined above, shall be presented in the form of: (1) a
9 Summary/ Cover statement which summarizes the dates of service, scope of service and amounts
11 paid; (2) copies of vendor invoices showing with reasonable detail the services provided and
13 charges to LESSOR for LESSOR Services and (3) some substantial form of proof of payment (e.g.
15 copy of check, confirmation of payment, etc.).

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

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

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

47 **11. CONSTRUCTION (4.1 N)**

49 LESSOR hereby agrees to complete, at LESSOR’s expense, within one hundred and twenty (120) days after
the Effective Date of this Lease (the “**FF&E and Possession Date**”), the alterations, repairs, and other work
(the “**Work**”) in accordance with the plans dated October 14, 2014 and Specifications attached hereto and
made a part hereof as Exhibit C, in order for COUNTY to have sufficient time to commence moving
furniture, fixtures and equipment into the Premises in preparation of occupancy. LESSOR agrees to have the
Premises ready for full occupancy and operation within one hundred fifty (150) days of the Effective Date
(the “**Completion Date**”). In the event that the Premises is not ready for COUNTY to commence relocation
activities as of the Completion Date, then COUNTY shall be able to reduce subsequent rent due LESSOR by
\$3,909.15 for each day the completion date of the Work exceeds the above mentioned Completion Date. Said
amount shall be known as the “Construction Delay Penalty” and shall be considered as liquidated damages to
compensate COUNTY for costs incurred as a result of such LESSOR caused delay.

Although the Premises will be delivered to COUNTY on a “turnkey” basis, the 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, COUNTY will be entitled to a credit toward 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 16 (COUNTY-
REQUESTED ALTERATIONS).

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

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

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

23 In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a punch
25 list, LESSOR shall use commercially reasonable diligent efforts to complete all remaining work therein
27 within twenty-one (21) working days following receipt of said punch list. 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.

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

35 **12. RELOCATION EXPENSES (N)**

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

39 A. Moving Costs: COUNTY's SSA/Facilities Services Manager may direct LESSOR in writing to pay
41 specific expenses up to Two Million Dollars (\$2,000,000) incrementally or in lump sum to include
43 but not limited to furniture, fixtures and equipment ("**Moving Costs**"). Said Moving Costs will be
reimbursed by COUNTY as Additional Rent after receipt of a written claim for reimbursement; and

45 B. Holdover Rent Reimbursement: COUNTY will be in holdover under the terms of its current lease at
47 888 North Main Street in Santa Ana ("**Main Street Building**") which will terminate on December
49 31, 2014. Commencing the Completion Date, COUNTY may be liable for potential holdover
penalties if COUNTY has not vacated the Main Street Building. Should the Work, as defined above
in Clause 11 (CONSTRUCTION) not be completed by the Completion Date, a date which shall be

1 extended for each day of delays caused by COUNTY, LESSOR agrees to reimburse COUNTY for
2 any actual Holdover Rent incurred for the "Holdover Period" commencing after the Completion Date
3 and ending on the date when Work is completed as defined in Clause 11 (CONSTRUCTION).
4 "Holdover Rent" shall mean the actual amount of rent per month paid by COUNTY to Main Street
5 Building lessor during the Holdover Period up to \$179,865.00 per month. COUNTY shall provide
6 written documentation of any Holdover Rent claimed pursuant to this clause. LESSOR shall apply
7 the amount of the Holdover Rent Reimbursement to the monthly rent payable and first coming due
8 under this Lease. The Holdover Rent Reimbursement shall be in addition to the Construction Delay
9 Penalty.

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

15 **13. PAINTING BY LESSOR (4.2 N)**

17 Within sixty (60) days of the commencement of the eleventh (11th) year of the Lease term and twenty-first
18 (21st) year of the lease term, (should COUNTY exercise its option to extend the Lease term), upon receipt of
19 written request from COUNTY, LESSOR shall repaint, at LESSOR's sole expense, all painted surfaces
20 within the Premises. Said painting shall be accomplished during hours other than COUNTY's normal
21 working hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture,
22 window coverings, and fixtures necessary to repaint the Premises. Said paint shall meet the specifications
23 provided in the attached Exhibit C of this Lease or acceptable equivalent approved by the SSA/Facilities
24 Services Manager. The cost of said repainting shall not be included in the operating expenses for the
25 Building for the purpose of operating cost adjustments.

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

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

35 **14. CARPETING BY LESSOR (4.3 N)**

37 Within sixty (60) days prior to the commencement of the eleventh (11th) year of the Lease term and twenty-
38 first (21st) year of the lease term, upon receipt of written request from COUNTY, (should COUNTY
39 exercise its option to extend the Lease term), LESSOR shall recarpet, at LESSOR's sole expense, all
40 carpeted surfaces within the Premises. Said recarpeting shall be accomplished during hours other than
41 COUNTY's normal working hours. LESSOR shall be responsible for the movement and subsequent
42 replacement of all furniture and fixtures necessary to recarpet the Premises. COUNTY shall, at its own cost
43 and expense, be responsible for the movement and subsequent replacement of all computer equipment,
44 electronic equipment, any other communication equipment, and all otherwise sensitive equipment identified
45 by the SSA/Facilities Services Manager. Said carpet shall meet the specifications provided in the attached
46 Exhibit C of this Lease or acceptable equivalent approved by the SSA/Facilities Services Manager. The cost
47 of said recarpeting shall not be included in the operating expenses for the Building for the purpose of
48 operating cost adjustments.

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

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

9 **15. ALTERATIONS (4.4 N)**

11 COUNTY may make any alterations, improvements and changes in the Premises ("Alterations"), including
13 but not limited to the installation of fixtures, partitions, counters, shelving, and equipment as deemed
necessary or appropriate by the COUNTY in its discretion. It is agreed that any such fixtures, partitions,
15 counters, shelving, or equipment attached to or placed upon the Premises by COUNTY shall be considered
as personal property of COUNTY, who shall have the right to remove same. COUNTY agrees that the
17 Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

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

31 **16. COUNTY-REQUESTED ALTERATIONS (4.4A N)**

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

41 **17. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.6 S)**

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

1 **18. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)**

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

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

15 Said temperature requirements shall be maintained during COUNTY’s normal business operating hours
17 (“**Business Hours**”) which are:

<u>Hours of Operation</u>	<u>Days of Operation</u>
7:00 a.m. to 6:00 p.m.	Monday through Friday
9:00 a.m. to 1:00 p.m.	Saturday

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

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

33 In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142
35 (“**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
37 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 clause available to COUNTY for examination and copying, within forty-eight (48) hours of a written
39 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
41 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
43 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.

45 If LESSOR fails to provide satisfactory repair, replacement, maintenance, and/or janitorial
47 services (“**Services**”) to the Premises, the SSA/Facilities Services Manager may notify LESSOR in writing;
and if LESSOR does not instigate measures to provide satisfactory Services and/or to remedy the
49 unsatisfactory conditions within four (4) days after COUNTY has placed such notice in the mail to LESSOR

1 directed to the address shown for LESSOR in the Clause 33 (NOTICES), below, or has personally delivered
3 such notice to LESSOR, COUNTY may provide the Services necessary to remedy the unsatisfactory
5 condition and assure satisfactory Services or have others do so, and deduct the cost thereof, including labor,
7 materials, and overhead from any rent payable.

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

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

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

35 In the event that an interruption of the Building services set forth in this Clause 18 is within LESSOR's
37 reasonable control and COUNTY cannot conduct its business from the Premises as a result of such
39 interruption for a period of at least five (5) consecutive business days, monthly rent shall be abated
41 proportionately.

43 **19. UTILITIES (5.2 N)**

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

49 Should COUNTY require HVAC services at times other than during Business Hours as stated in Clause 18
(REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), above, COUNTY shall pay LESSOR a
reimbursement equal to LESSOR's actual cost for operating the HVAC services, without profit, on a per
floor basis for each hour HVAC services are used during times other than Business Hours. Said hourly rates
will be charged in one hour increments with a two (2) hour minimum. LESSOR shall provide COUNTY
with a written statement of its monthly usage in the form of an invoice, which shall include a statement
showing the date, time, location and duration of such usage, along with a summary of the COUNTY's
monthly charges. COUNTY shall pay LESSOR for excess usage with the following month's rent as
Additional Rent.

51 **20. INSURANCE (5.3 S)**

53 **Commercial Property Insurance:** LESSOR shall obtain and keep in force during the term of this Lease a
55 policy or policies of commercial property insurance with all risk or special form coverage, covering the loss
57 or damage to the Premises to the full insurable value of the improvements located on the Premises (including
59 the full value of all improvements and fixtures owned by LESSOR) at least in the amount of the full
61 replacement cost thereof, and in no event less than the total amount required by any lender holding a security
63 interest.

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

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

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

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

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

21. INDEMNIFICATION (5.5 A S)

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

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

1 **22. TAXES AND ASSESSMENTS (5.6 S)**

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

7 **23. BUILDING AND SAFETY REQUIREMENTS (5.7 N)**

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

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

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

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

- 33 A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County
35 may terminate this Lease with written notice to the LESSOR; or
- 37 B. At COUNTY’s sole option, cure any such default by performance of any act, including payment
39 of money, and subtract the cost thereof plus reasonable administrative costs from the rent.

41 **24. TOXIC MATERIALS (5.9 N)**

43 COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating
44 to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter,
45 including, but not limited to, those materials identified in Title 26 of the California Code of Regulations
46 (collectively “Toxic Materials”). COUNTY shall be responsible for and shall defend, indemnify and hold
47 LESSOR, its officers, directors, employees, agents, and representatives, harmless from and against all
48 claims, costs and liabilities, including attorneys’ fees and costs arising out of or in connection with the
49 storage, use, and disposal of Toxic Materials on the Premises by COUNTY. If the storage, use, and disposal
of Toxic Materials on the Premises by COUNTY results in contamination or deterioration of water or soil

1 resulting in a level of contamination greater than maximum allowable levels established by any
3 governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all
action necessary to clean up such contamination.

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

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

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

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

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

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

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

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

7 COUNTY agrees that the SSA/Facilities Services Manager 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
9 interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to the
current status of the Lease. The *Estoppel Certificate* shall be approved by the SSA/Facilities Services
11 Manager, the Manager of Corporate Real Estate, and County Counsel.

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

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

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

21 In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in
writing of such breach, and COUNTY shall have twenty (20) days in which to initiate action to cure said
breach.

23 In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in
writing of such breach and LESSOR shall have twenty (20) days in which to initiate action to cure said
breach.

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

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

33 In the event any such monetary breach by COUNTY in the payment of the monthly rent, pursuant to Clause
8 (RENT), herein, is not cured within said fifteen (15) day period, LESSOR may declare all rent payments to
the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years.
35 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.

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

43 **28. DEBT LIMIT (6.9 S)**

45 LESSOR acknowledges and agrees that the obligation of the COUNTY to pay rent under this Lease is
contingent upon the availability of COUNTY funds which are appropriated or allocated by the COUNTY's

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

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

13 LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a
15 condition precedent to the Commencement Date of the term of this Lease or any such future improvements
17 or modifications performed by LESSOR at the request of COUNTY shall be governed by, and performed in
19 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.), as applicable. These provisions may be applicable to improvements or
modifications costing more than \$1,000, unless an exception applies, including but not limited to the
exception to the definition of public works under § 1720.2.

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

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

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

- 45 A. Terminate this Lease upon written notice to LESSOR; or
- 47 B. At COUNTY's sole option, COUNTY may deduct future rent payable to LESSOR by COUNTY
49 as a penalty for such non-compliance of paying prevailing wage, which rent deduction would be
COUNTY's estimate, in its sole discretion, of such prevailing wage rates not paid by LESSOR.

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

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

7 COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to
COUNTY Five Hundred Twenty-Three Thousand Seven Hundred Dollars and Thirty-Seven Cents
9 (\$523,700.37) commission as a result of this lease transaction. Said commission shall be paid to COUNTY
within ten (10) working days after execution of this Lease by COUNTY. Said commission payment shall be
11 made payable to the "County of Orange" and delivered to the Manager of Corporate Real Estate at 300 North
Flower Street, Suite 646, Santa Ana, California 92703.

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

17 LESSOR shall pay CBRE who provided representation to COUNTY on this specific lease transaction a lease
19 commission pursuant to a separate agreement between LESSOR and CBRE.

21 **31. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)**

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

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

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

45 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.

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1 **32. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)**

3 In accordance with the United States Immigration Reform and Control Act of 1986, LESSOR shall require
5 its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any
7 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
9 conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their
eligibility for employment in the United States.

11 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
13 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
15 on behalf of the LESSOR also pay their employees no less than the greater of the Federal or California
Minimum Wage.

17 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
19 the Premises or terms and conditions of this Lease.

21 Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable,
shall comply with the prevailing wage and related requirements, as provided for in Clause 29 (LABOR
23 CODE COMPLIANCE) of this Lease.

25 **33. NOTICES (8.1 S)**

27 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
29 facsimile machine, or seventy-two (72) hours after deposit in the United States Mail. Notwithstanding the
above, notices may also be provided by personal delivery, by regular mail, or by electronic mail and any
31 such notice so given shall be deemed to have been given upon receipt.

33 TO: LESSOR

TO: COUNTY

35 IX CW 500 ORANGE TOWER, L.P.
c/o Lincoln Property Company
37 5 Hutton Centre Drive, Suite 120
Santa Ana, California 92707
39 Attention: Property Manager

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

41 With a copy to:

With a copy to:

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

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

1 and a copy to:

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

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

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

13 I. GENERAL CONDITIONS

15 II. EXHIBITS

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

22 //

23 //


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

3 APPROVED AS TO FORM:

LESSOR

5 OFFICE OF COUNTY COUNSEL
7 ORANGE COUNTY, CALIFORNIA

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

9
11 By 
Deputy

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

13 Date 10-17-14

By: _____
Name: _____
Title: _____

17 RECOMMENDED FOR APPROVAL:

19 Social Services Agency

21
23 BY: _____
Director of Administration

25 County Executive Office

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

31
33
35 SIGNED AND CERTIFIED THAT A
37 COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE BOARD
39 PER GC § 25103, RESO. 79-1535

COUNTY

41 Attest:

COUNTY OF ORANGE

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

Chair of the Board of Supervisors
Orange County, California

1 **GENERAL CONDITIONS (9.1-9.17 S)**

3 **1. LEASE ORGANIZATION (9.1 S)**

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

9 **2. INSPECTION (9.2 S)**

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

17 **3. SUCCESSORS IN INTEREST (9.3 S)**

19 Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply
21 to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom
23 shall be jointly and severally liable hereunder.

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

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

33 **“Total Destruction”** of the Premises shall mean damage or destruction to the Premises, for which the repair
35 cost is 25 percent or more of the then replacement cost of the Premises (including tenant improvements),
37 excluding the value of the land.

39 In the event of a Partial Destruction of the Premises, LESSOR shall immediately pursue completion of all
41 repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial
43 Destruction. Said restoration work (including any demolition required) shall be completed by LESSOR, at
45 LESSOR’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an
47 extended time frame as may be authorized, in writing, by COUNTY. The Partial Destruction of the Premises
49 shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent
payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY’s use and
occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work
required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within sixty (60) days,
or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY’s sole option,
terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor,
materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for
occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and
LESSOR shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises
(including replacement of all tenant improvements) to the condition which existed immediately prior to the
destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is
accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the
Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of

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

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

9

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

11

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

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

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

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

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

23

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

25

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

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

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

37

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

39

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

43

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

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

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

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

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

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

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

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

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

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

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

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

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

49 Time is of the essence of this Lease.

//

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

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

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

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

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1 **EXHIBIT A**

3 **LEASE DESCRIPTION (10.1 S)**

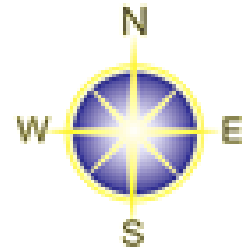
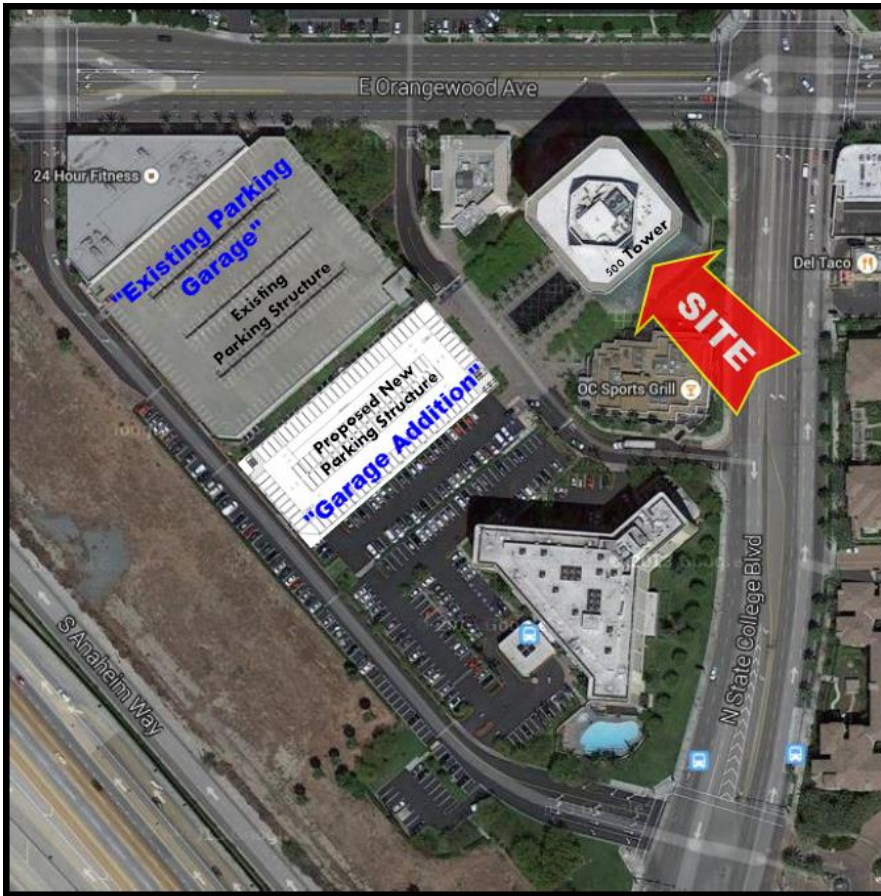
5
7 PROJECT NO: OCPW/ALS/DA-11-002
PROJECT: SSA Headquarters

DATE: October 15, 2014
VERIFIED BY: John Beck

9 All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part
11 hereof, being a portion of the first floor (Suite 100), and the entire second, third, fourth, fifth, and sixth floors
13 of that certain fourteen-story building located at 500 North State College Boulevard in the City of Orange,
County of Orange, State of California, comprising approximately 111,690 rentable square feet, together with
15 the free use of four hundred sixty-five (465) parking spaces in the parking lot shown on Exhibit B consisting
of 350 reserved parking spaces, 100 unreserved parking spaces, and 15 visitor parking spaces.

17
19 **NOT TO BE RECORDED**

EXHIBIT B



CEO/ALS/SSA-13-047

Social Services Agency Headquarters

500 N. State College Blvd.

Orange, CA 92868

Prepared By: John Beck

Checked By:

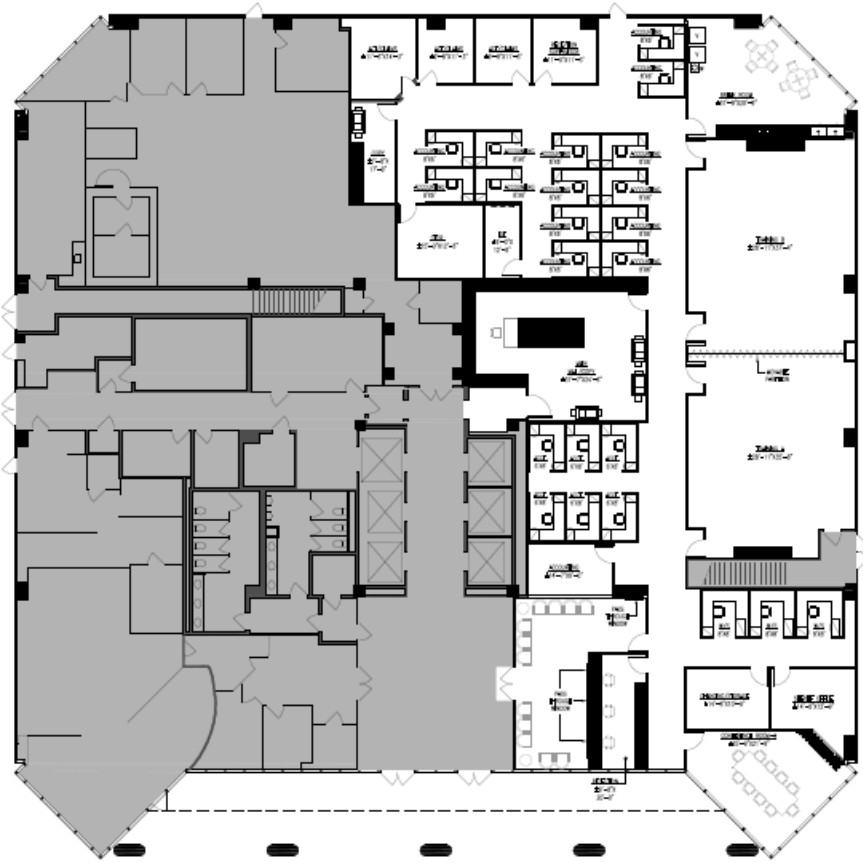
Date:
6/26/2014



LOCATION MAP

EXHIBIT C

TENANT IMPROVEMENT
PERFORMANCE SPECIFICATIONS (10.3 S)



LEGEND

- [Symbol] 40'-0" HIGH COATED WALL
- [Symbol] 6" DIA. TUBES TO 40'-0"
- [Symbol] 6" DIA. TUBES
- [Symbol] 8" DIA. (2000) 1/2" DIA. 40' DIA. TUBES IN 2' DIA. (2000) 1/2" DIA.
- [Symbol] 6" DIA. (2000) 1/2" DIA. 40' DIA. TUBES

NOTES

- 1. ALL ROOMS ARE FINISHED
- 2. ALL FINISHES PRICED IN PLACE

COUNTY OF ORANGE
500 ORANGE TOWER
3RD FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668



SAA
SOLUTIONS GROUP + ARCHITECTS + INTERIORS

5050 Irvine Blvd., Irvine, CA 92618
714.444.2222
15001 Van Katwien Ave. Suite 100, Tustin, CA 92680
714.835.7300
618 South Flower Street, Suite 1007-210, San Diego, CA 92101
760.525.1400
4854 US Plaza, South Placoma, SC 29645
803.286.2222
www.saa.com

SEAL AND STAMP

CONSULTANTS

DRAWINGS ISSUE

DATE	DESCRIPTION	BY

DEPARTMENTS	
ACCOUNTING	HR OFFICE
ACTUALS	HR SUPERVISOR
ADMIN.	OFFICE SUPERVISOR
ASST. MGR.	RECEPTION
CLERK	STORAGE ROOM
DATA ENTRY	TRAINING
GENERAL	WORK CENTER
PROPERTY	

FIRST FLOOR

DATE	
TIME	

1ST FLOOR SPACE PLAN



SP-D



SECOND FLOOR

DATE	DESCRIPTION

- LEGEND**
- ▬ HORIZONTAL LINE
 - ▬ DOUBLE LINE
 - ▬ TRIPLE LINE
 - ▬ QUADRUPLE LINE
 - ▬ FIVE LINE
 - ▬ SIX LINE
 - ▬ SEVEN LINE
 - ▬ EIGHT LINE
 - ▬ NINE LINE
 - ▬ TEN LINE
 - ▬ ELEVEN LINE
 - ▬ TWELVE LINE
 - ▬ THIRTEEN LINE
 - ▬ FOURTEEN LINE
 - ▬ FIFTEEN LINE
 - ▬ SIXTEEN LINE
 - ▬ SEVENTEEN LINE
 - ▬ EIGHTEEN LINE
 - ▬ NINETEEN LINE
 - ▬ TWENTY LINE
- NOTE**
- 1. ALL DIMENSIONS IN FEET
 - 2. ALL DIMENSIONS IN METERS

PROJECT

COUNTY OF ORANGE
500 ORANGE TOWER
2nd FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

saa

STRUCTURE • INTERIOR • MECHANICAL

CONTACT: ORANGE COUNTY COURTHOUSE 4th FLOOR
 1000 N. GARDEN STREET SUITE 100 ORANGE, CA 92668
 714.939.3333

CONTACT: 500 N. STATE COLLEGE 2nd FLOOR
 500 N. STATE COLLEGE SUITE 100 ORANGE, CA 92668
 714.939.3333

SEAL AND STAMP

CONSULTANTS

DRAWINGS ISSUE

DEPARTMENT	
ACCOUNTING	HR OFFICE
ADMINISTRATIVE	HR RECRUITMENT
ARCHITECTURE	IT OPERATIONS
CONSTRUCTION	IT SUPPORT
DESIGN	LEGAL
ENGINEERING	PLANNING
ENVIRONMENTAL	TRAINING
FINANCE	UNION
GENERAL SERVICES	
INFORMATION TECHNOLOGY	
INSURANCE	
LABOR RELATIONS	
LEGAL	
OPERATIONS	
PLANNING	
TRAINING	
UNION	
WORKERS COMPENSATION	

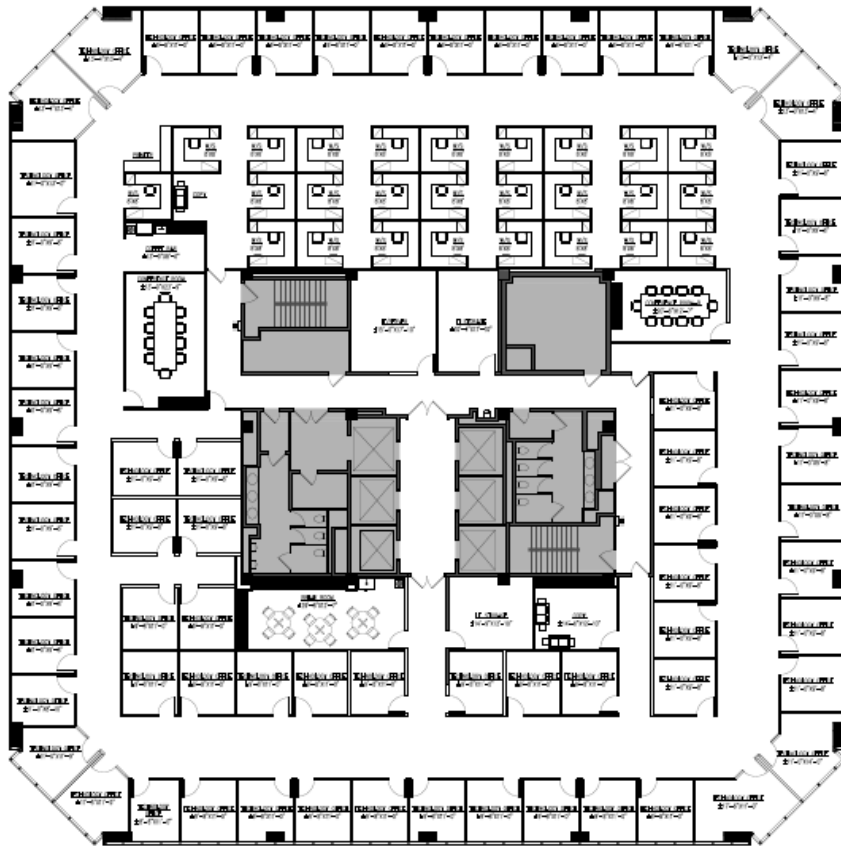
DATE: 02/14/14

ISSUE: 02/14/14

PROJECT: 500 ORANGE TOWER

2nd FLOOR
 SPACE PLAN

SP-G



THIRD FLOOR

- LEGEND**
- ▒ FINISH OPERATIONS
 - ▬ EXISTING TO REMAIN
 - ▬ EXISTING
 - ▬ NEW 200.000 PINE AND 200.000 BROWN TO SET FLOORING
 - ▬ EXISTING 200.000 PINE AND 200.000 BROWN
- NOTE**
- 1. ALL FINISH OPERATIONS
 - 2. ALL FINISH OPERATIONS

PROJECT
COUNTY OF ORANGE
500 ORANGE TOWER
3rd FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

SAA
 SUSTAINABLE ARCHITECTURE ASSOCIATES
 COUNTY OF ORANGE - ORANGE, CA 92668
 1100 S. TERRY AVENUE, SUITE 100
 ORANGE, CA 92668
 TEL: 714.952.1000
 FAX: 714.952.1001
 WWW.SAA-ARCH.COM

SEAL AND STAMP

CONSULTANT

DRAWING ISSUE

DEPARTMENT	
TECHNICAL SERVICES	<ul style="list-style-type: none"> 01 OFFICE 02 CONFERENCE 03 COPY ROOM 04 STORAGE ROOM 05 BREAK 06 COFFEE BAR
COMMON ROOM	07

COMPANY AND USE OF DOCUMENTS
 SUSTAINABLE ARCHITECTURE ASSOCIATES
 1100 S. TERRY AVENUE, SUITE 100
 ORANGE, CA 92668
 TEL: 714.952.1000
 FAX: 714.952.1001
 WWW.SAA-ARCH.COM

3rd FLOOR SPACE PLAN

SP-E

DATE	DESCRIPTION

PROJECT
COUNTY OF ORANGE
500 ORANGE TOWER
5th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668

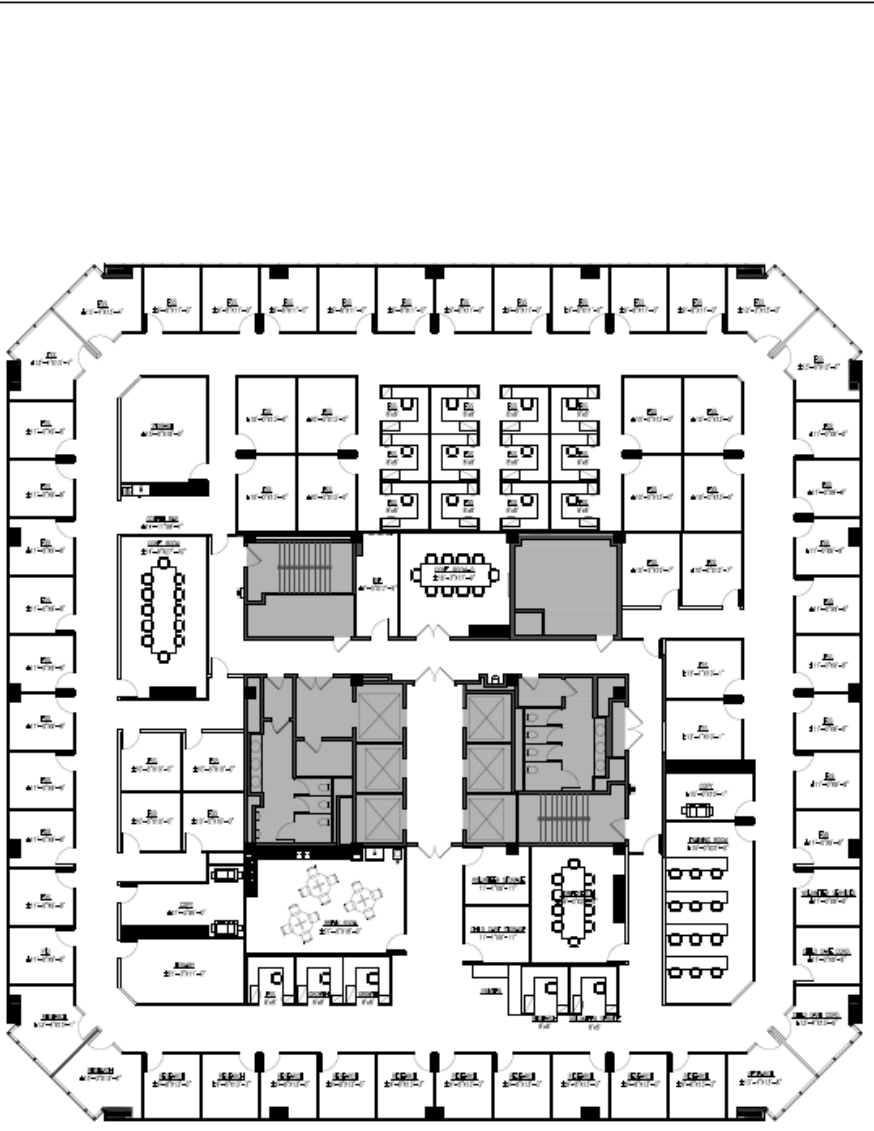


SEARCHED • INDEXED • ASSIGNED
 COUNTY OF ORANGE COUNTY CLERK'S OFFICE
 200 West Perry Street, Suite 100
 Orange, CA 92668
 714.937.3300
 www.saa.com

SEAL AND STAMP

CONSULTANT

DRAWING ISSUE
 NO. DATE



FIFTH FLOOR

DATE	APPROVAL

DEPARTMENTS	
RESEARCH FIELD OFFICE	5th OFFICE 501 COMMUNICATIONS 502 ENVIRONMENTAL 503 COURT ROOM 504 STORAGE ROOM 505 MEETING 506 COURT ROOM 507 LIBRARY
CONFERENCE ROOM	05

CONTRACTOR AND USER OF DOCUMENTS
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE COUNTY OF ORANGE CLERK'S OFFICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE COUNTY OF ORANGE CLERK'S OFFICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND THE COUNTY OF ORANGE CLERK'S OFFICE.

DATE: 04/14/14
 DESIGN: [Signature]
 REVIEWED: [Signature]
 PREPARED BY: [Signature]
 SCALE: 1/8"=1'-0"
 SHEET NO.: 5th FLOOR
5th FLOOR
SPACE PLAN

SP-F

PROJECT:

COUNTY OF ORANGE
500 ORANGE TOWER
6th FLOOR
500 N. STATE COLLEGE
ORANGE, CA 92668



86369935 055 • 86369935 • 86369935
 COUNTY OF ORANGE 22201 • ORANGE, CA 92667
 858-844-5100
 1320 Van Clief Street, Suite 102 • Orange, CA 92668
 86369935
 855 South Placer Street, Suite 100 • Orange, CA 92668
 86369935
 855 South Placer Street, Suite 100 • Orange, CA 92668
 86369935
 www.saa.com

SEAL AND STAMP

CONSULTANTS

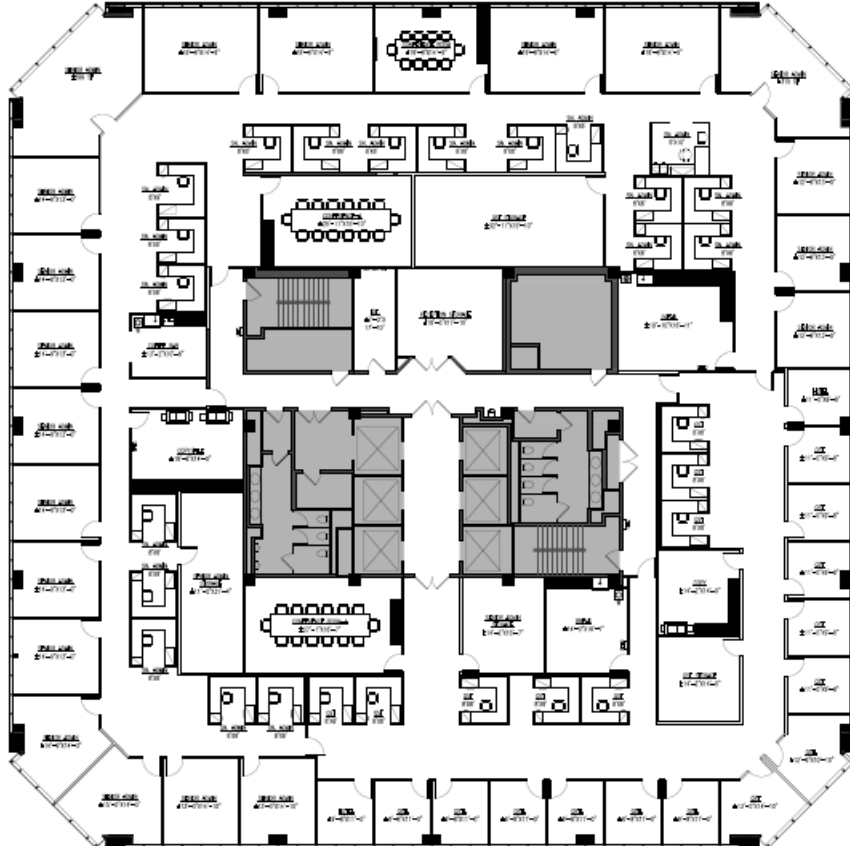
DRAWING ISSUE
 NO. DATE BY

DEPARTMENTS	
CONFERENCE ROOM	12
OFFICE	10
RECEPTION	11
STORAGE	13
TOILET	14
CONFERENCE ROOM	15
CONFERENCE ROOM	16
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CONFERENCE ROOM	98
CONFERENCE ROOM	99
CONFERENCE ROOM	100

COMPRISE AND USE OF DOCUMENT
 REVISIONS:
 NO. DATE BY
 01 12/15/14 JLB

6th FLOOR
SPACE PLAN

SP-G



SIXTH FLOOR

DATE	BY

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

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

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

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

www.saaia.com

DEMO NOTES

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

GENERAL NOTES

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

MPOE – 1ST Floor

- Provide (3) dedicated L5-30R outlets

CONDUIT FOR PAGING AND INTERCOM SYSTEM

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

RECEPTION – 1ST FLOOR

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

MAIN MAIL ROOM – 1ST FLOOR

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

TRAINING A, B, & C – 1ST FLOOR

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

HR RECEPTION – 2ND FLOOR

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

MAIN SERVER ROOM – 4TH FLOOR

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

WORKSTATIONS

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



OFFICES- ALL ROOMS, U.N.O.

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

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

OFFICES – SENIOR ADMIN ONLY

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

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

BREAK ROOMS

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



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

COFFEE BARS

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

COPY ROOMS

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

CONFERENCE ROOM A

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

CONFERENCE ROOM B

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



IDF ROOMS

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

STORAGE & FILE ROOMS

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

BACK-UP GENERATOR AND UPGRADE

At LESSOR's sole cost and expense:

- LESSOR shall provide connectivity to the existing on-site, back-up generator (Existing Generator) to power COUNTY's IT Rooms or if the capacity is not substantial enough to provide this support, LESSOR shall install an additional on-site backup generator (Additional Generator) sufficient to power COUNTY's IT Rooms;
- LESSOR will work with COUNTY to identify priority locations in the Premises for limited power up to any excess capacity of the Existing Generator or Additional Generator.
- LESSOR shall perform the necessary electrical engineering and electrical work to wire the electricity servicing the COUNTY's Premises to feed to a generator transfer switch or switches (as deemed appropriate) which will provide a connection-ready service point to provide COUNTY with the ability to connect to a temporary & portable emergency generator (Temporary Generator) in the event of a service outage.
- The Temporary Generator will not be stored on site but will be rented on an "as-needed" basis, the cost of which will be paid by LESSOR and offset against any claim by COUNTY for rent abatement for those days the Temporary Generator is required by COUNTY.
- LESSOR agrees to use commercially reasonable efforts to obtain and provide the services of the Temporary Generator during an outage event. COUNTY and LESSOR agree that LESSOR's liability in this case is limited to COUNTY's claim for rent abatement, if such a claim is appropriate, and in the event LESSOR provides the Temporary Generator, COUNTY shall have no further right to make a claim for rent abatement due to interruption of services during the time period which the Temporary Generator is made available.

County of Orange
OC Public Works
Access Control System Specifications

COUNTY ACCESS CONTROL OVERVIEW

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

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

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

LENEL VALUE ADDED RESELLER (VAR) QUALIFICATIONS

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

ACCESS CONTROL MATERIALS

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

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

PERFORMANCE SPECIFICATIONS

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

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

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

ENGINEERING AND DRAWINGS

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

MISCELLANEOUS

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

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

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

LOW MINIMUM RUNS QUICK TURNAROUNDS CUSTOM CABLE SOLUTIONS MADE IN USA

* Specification subject to error and may change without notice

5 communication cabling



Aerospace Part#: TBD PLENUM CABLE

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

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

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

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

MECHANICAL PROPERTIES

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

ELECTRICAL PROPERTIES

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

Vol of Prob
83%

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

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

MISCELLANEOUS

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

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

DIVISION 1 - GENERAL REQUIREMENTS

- A. All Work shall be done in accordance with these Performance Specifications. LESSOR’s architect will provide for required “acceptance” signatures from COUNTY and its Telecommunications and Data Services (where applicable).
- B. These Performance Specifications define minimum acceptable standards. They are not to be construed as limiting the items requiring maintenance or repair, but shall include any additional remedy necessary to repair or make safe, any unsatisfactory condition.

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

- C. All building codes, “The Americans with Disabilities Act” (ADA), and local authorities’ requirements applicable to this facility shall be met. In case of conflict(s), codes and plans shall take precedence over these general specifications.
- D. COUNTY must review and sign for the acceptance of Space Plan(s) and furniture layout plan(s) prior to the commencement of the Work.

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

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

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

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

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

- G. All materials shall be at a minimum commercial-grade quality. Finishes and colors shall be selected by COUNTY prior to commencement of Work.
- H. LESSOR/Contractor shall verify all dimensions and conditions at the site, and LESSOR/ Contractor shall submit in writing said verified dimensions and conditions to COUNTY before starting Work. Noted dimensions take precedence over scale.
- I. Provide & Install, (P&I), security as required by COUNTY, city building ordinances where applicable, and COUNTY's safety officer.
- J. LESSOR's architect shall generate a punch list and furnish COUNTY with two copies of said punch list at the time of substantial completion inspection.
- K. COUNTY recognizes that LESSOR/Contractor will be using existing improvements and materials whenever possible. However, COUNTY shall the right of final selection of colors, finishes and styles.
- L. All materials whether new, used, relocated or existing shall be free of defects and shall look like new in appearance.
- M. These space plan(s) were not prepared for the intent of obtaining building permits. Any additional plans or details necessary to obtain the required permits shall be the responsibility of the LESSOR.
- N. Computer Aided Drafting; All specific requirements for this project shall be detailed to COUNTY's, COUNTY satisfaction.
- O. Submission of all CAD data files shall be in one of the following software formats:
- Micro Station DGN format; Microsoft Windows based system
 - AutoCAD DXF format: Microsoft Windows based system
 - Other (Generic DXF format: Microsoft Windows based system)
- Submission of all CAD data files must be in one of the following media formats:
- Compact disc ROM (read only memory)
- If the submitted generic DXF format CAD data files cannot be translated into MisroStation, AutoCad DXF format will be required.
- No other formats accepted unless approved by COUNTY Department. COUNTY reserves the right to reject CAD files delivered in any other formats not specified above, or not approved.
- P. In the event of an explicit discrepancy between the specifications included in this checklist and the Space Plan or Notes included in Exhibit C, the Space Plan or Notes shall supercede.

DIVISION 2 - SITEWORK

- A. LESSOR, at LESSOR's expense, shall provide any required work involving the removal or abatement of any asbestos containing materials and comply with all applicable regulations; including, but not limited to, those promulgated by the Environmental Protection Agency, the Occupational Safety and Health Administration, and the California Code of Regulations.
- B. Provide any wall and floor saw-cutting and/or core-drilling needed to complete the installations of all equipment, fixtures, and utilities shown on space plan(s).
- C. Provide freshly slurred parking lot and stall striping for number of spaces agreed to in Lease.
- D. P&I stenciling on curbs and pavement as specified by COUNTY.

DIVISION 3 - CONCRETE

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

DIVISION 4 - MASONRY

NONE

DIVISION 5 - METALS

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

DIVISION 6 - WOOD & PLASTICS

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

DIVISION 7 - THERMAL & MOISTURE PROTECTION

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

DIVISION 8 - DOORS & WINDOWS

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

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

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

DIVISION 9 - FINISHES

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

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

DIVISION 10 - SPECIALTIES

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

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

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

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

DIVISION 11 - EQUIPMENT

NONE

DIVISION 12 – FURNISHINGS

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

DIVISION 13 - SPECIAL CONSTRUCTION

NONE

DIVISION 14 - CONVEYING SYSTEMS

NONE

DIVISION 15 - MECHANICAL

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

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

Outdoors	Maintain Indoors
Summer - 95 ° dry bulb	78 ° dry bulb at maximum range of 40% to 60% relative humidity.
Winter - 35 ° dry bulb	68 ° dry bulb

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

G. All HVAC thermostats shall be concealed by a clear plastic tamperproof lock box.

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

I. All systems in operation shall not exceed noise levels of NC-35 within any portion of the Premises.

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

K. Ductwork shall be concealed above the ceiling.

L. P&I “sound boots” for all HVAC return air grills at plenum ceilings in offices and conference rooms only; open areas and other rooms shall have standard return air grills.

M. Each room shall have at least one supply and one return register.

N. In telephone/IT equipment room, P&I ceiling exhaust fan/ one (1) A/C unit with thermostatic control set to activate at 75° F for 24-hour operation. Air conditioning for the Premises shall include vent and return within telephone equipment room to maintain room temperature at 75° F.

O. A color-coded “HVAC Zoning Plan” indicating the areas served by each thermostat shall be provided to COUNTY upon project completion.

P. On any newly installed or modified HVAC system, an air balance check shall be performed, any necessary adjustments shall be made, and a report shall be furnished to the Social Services Agency.

DIVISION 16 - ELECTRICAL

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

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

- E. All lighting controls pertinent to the Premises shall be located within the Premises.
- F. All electrical panels exclusively serving the Premises shall have an individual electrical expansion capacity of no less than 15% per panel, but also no less than 25% expansion capacity on average on a per panel per floor basis, and have panel -mounted-mode ACCUVAR surge suppression systems on the electrical panels serving outlets inside each floor space and telephone closets.
- G. All communication jacks shall have a receptacle box with 3/4" diameter conduit stubbed out into accessible ceiling space and a pull string provided. No exposed conduit is permitted. Provide solid cover plates for jacks that are not in current use. COUNTY's Telecommunications and COUNTY must both be notified in writing by LESSOR/Contractor as to whether or not the Premises will have an HVAC return air plenum ceiling. All existing wiring must meet current applicable fire/building codes or must be removed and/or replaced by LESSOR/ Contractor. County will P&I cabling.
- H. For single tenant or multi-tenant buildings without telephone company provided Intra-building Network Cable (INC): P&I 4" EMT diameter conduit from the telephone company's designated Minimum Point of Entry (MPOE) to COUNTY's telephone backboard(s) and provide pull string as necessary.
- I. For multi-tenant buildings with telephone company provided Intra-building Network Cable (INC): provide ____ cable pairs for COUNTY, tagged at each distribution point in the building, for COUNTY's

exclusive use. LESSOR shall maintain a contract with telephone company for repair and maintenance of INC. LESSOR/Contractor shall P&I ____ - ____ diameter conduit from INC floor terminal room to COUNTY's backboard(s) and P&I string as necessary.

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

EXHIBIT D

JANITORIAL SPECIFICATIONS (10.4 S)

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve LESSOR of the obligation to provide such service should it become necessary. Minimum janitorial services are intended to be at standards comparable to other Class A buildings in the Central Orange County area.

“Five-day-per-week” janitorial service as required in Clause 18 (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 and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;
3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.

MONTHLY:

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

MISCELLANEOUS SERVICES

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

SUSTAINABILITY

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

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

EXHIBIT E
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

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

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

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

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

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

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

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

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

COUNTY:

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

APPROVAL AS TO FORM
COUNTY COUNSEL

By: _____ Date: _____
Deputy

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____