



CEO/ALS/SSA-021-008
 SSA West Annex Community Customer Service Center
 15496 Magnolia Ave.
 Westminster, CA 92683

LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made _____ 2021, (“**Effective Date**”), by and between CHARLES H. MANH and ANH MANH, Co-Trustees of the MANH FAMILY TRUST, under declaration of trust dated August 15, 2006, (hereinafter referred to as “**Lessor**”), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**” or “**Tenant**”) 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 (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

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

“**Building**” means the building commonly known as 15496 Magnolia Avenue, Westminster, California, constituting a portion of the Premises.

“**CEO/Office of Risk Management**” 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.

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

“**County Counsel**” means 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.

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

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

2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 2,181 rentable square feet (“**RSF**”) within suite 111 and approximately 5,460 RSF on the second floor of the building for a total of approximately 7,641 RSF located at 15496 Magnolia Ave, Westminster, California (collectively, the “**Premises**”), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises for general office purposes, which shall provide services to the surrounding community, or any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the right to use, without additional charge, thirty-three (33) non-exclusive parking spaces and three (3) reserved parking spaces for a total of thirty-six (36) parking spaces on the Premises as shown on Exhibit B. County’s use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

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

5. TERMINATION OF PRIOR AGREEMENTS (1.4 AALC-N)

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises including that certain lease dated July 1, 2016 and amended on June 6, 2017, EXCEPT for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by County pursuant to the terms of any prior agreement between the Parties hereto shall remain the personal property of County, who shall have the right to remove same.

6. TERM (1.5 SA)

The Term of this Lease shall be ten (10) years (“**Term**”), commencing the first day of the first full calendar month following the completion by Lessor of the Work set out in Clause 13 (CONSTRUCTION) below (“**Commencement Date**”).

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

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 24 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “**Option**”) of this Lease for one (1) five (5) year period (the “**Extension Term**”) exercised by the Chief Real Estate Officer and memorialized in an amendment executed by the Chief Real Estate Officer, on behalf of the County, and Lessor. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised. If the County exercises the Options to extend, during the Extension Term County shall have the option to terminate the Lease upon one hundred and eighty (180) days prior written notice.

A. **Mutual Agreement**. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

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

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

D. **Broker.** For the purpose of this Clause 7, “**Broker**” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

8. *Intentionally Deleted*

9. RENT (1.8 SA)

County agrees to pay to Lessor as rent for the Premises the sum of twenty-nine thousand seven hundred and twenty-three and 0/100 dollars (\$29,723.00) per month commencing on Commencement Date and adjusted annually pursuant to the Rent Adjustment in Clause 10 (RENT ADJUSTMENT) below.

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

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

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

Should County occupy the Premises before the Commencement Date, Lessor shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease Term based

upon the monthly installment above. Said Rent shall be included in the rent claim submitted by Lessor for the first full month of the Lease Term and shall be paid by County at the time of payment for said month.

County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional utility charges under the Clause 16 (UTILITIES) of this Lease.

10. RENT ADJUSTMENT (N)

The monthly rent payable by County for the Premises (“**Rent**”) shall be adjusted every year on the anniversary of the Commencement Date (each such date on which such an adjustment takes effect is referred to as an “**Adjustment Date**”). On each Adjustment Date, the Rent in effect during the Lease year immediately preceding such Adjustment Date shall be increased by an amount proportionate to the percentage increase, if any, in the CPI Index (as defined below) during the year period before the third (3rd) month prior to the Adjustment Date. Lessor shall notify County in writing of the increased Rent thirty (30) days prior to the applicable Adjustment Date (or following such later date on which the necessary CPI Index figures have been published), and shall set forth in such notice the basis for the amount of the increased Rent. County shall be responsible for paying the increased Rent effective from and after such Adjustment Date and in the event that such notice is delivered after the Adjustment Date, then County’s Rent shall increase in the next calendar month after such notice is received, and County shall pay in arrears the difference in the Rent amounts from the Adjustment Date. The failure of Lessor to deliver timely notice of any adjustment to Rent under this Clause shall not constitute a waiver by Lessor of its rights under this Clause nor limit the effectiveness of any notice later given.

“**CPI Index**” means the CPI Index for All Urban Consumers, All Items (1982-84=100) for Los Angeles-Anaheim-Riverside, as published by the United States Department of Labor, Bureau of Labor Statistics. If the base year is changed, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the CPI Index, or the CPI Index is no longer published, then County and Tenant shall mutually select such other commodity index that produces substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

11. CONSTRUCTION (2.2 SA)

A. **Improvement Allowance.** Lessor hereby agrees to complete, at Lessor’s expense, in an amount not to exceed three hundred and fifty thousand and 0/100 dollars (\$350,000.00) (“**Improvement Allowance**”), the alterations, repairs, and other work (the “**Work**”) in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Exhibit C may be revised by the County after Effective Date upon written notice by the County to Lessor. The Improvement Allowance may also be used towards any other Lease related expense, improvement or otherwise, including, but not limited to, soft costs such as cabling, move related costs and furniture, fixtures and equipment (“**FF&E**”) as determined by the SSA/Facilities Services Manager. Furthermore, after Lessor completes the Work and the cost thereof is deducted from the Improvement Allowance, any remaining balance may be used by County as a Rent credit. In the event that the Improvement Allowance does not full fund the Work, upon mutual agreement of the Lessor and County, Lessor shall complete the Work and invoice the County for the different between the Improvement Allowance and the total cost of the Work in an amount agreed to by the Parties. Lessor shall use commercially reasonable efforts to Substantially Complete the Work in material accordance with Schedule 1 to Exhibit C.

Lessor shall provide the Premises to the County in turn-key condition consistent with the Work described in Exhibit C. Lessor agrees to complete said Work at Lessor’s expense, not to exceed the Improvement

Allowance, and County shall reimburse Lessor for the cost of the Work that exceeds the Improvement Allowance within thirty (30) days following Lessor's delivery to County of an invoice therefor.

B. Completion Schedule. Lessor hereby agrees to complete, at Lessor's expense, the alterations, repairs, and other work (the "**Work**") in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Lessor agrees to have the Premises substantially completed, within One hundred eighty (180) days of the Effective Date (the "**Scheduled Delivery Date**"). As used in this Lease, "**Substantial Completion**" or "**Substantially Completed**" means that the Work shall have been completed in accordance with the provisions of this Lease, Exhibit C, and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in connection with such Work, subject to any "punch list" items, if any. Upon Substantial Completion, Lessor shall send County a "**Work Acceptance Letter**," attached hereto as Exhibit E. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion. The "**Final Completion Date**" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Completion Date has occurred will be made in County's sole and reasonable discretion.

C. County Remedies. If the Final Completion Date (as defined in Clause 11 (B)) fails to occur on or prior to the Scheduled Delivery Date, other than as a result of an event of Force Majeure (as defined in Clause 44 (FORCE MAJEURE)), or a delay caused by County, Lessor shall be obligated to pay a penalty to County of two hundred and fifty dollars and 0/100 (\$250.00) per day for the period from the Scheduled Delivery Date through the day prior to the Final Completion Date as liquidated damages. The Parties agree that this amount is a reasonable and fair assessment of the County's damages in such a situation. Notwithstanding the foregoing, in the event that Lessor's performance of the Work causes a material disruption in the ability of County to use the Premises for its intended purposes including failing to maintain a safe place of employment or any circumstances which require the County to vacate any substantial portion of the Premises, County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 24 (DEFAULTS AND REMEDIES)).

D. Approvals. All planning and architectural/design costs required to accomplish the Work shall be Lessor's responsibility and shall be approved by SSA/Facilities Services Manager. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the SSA/Facilities Services Manager 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.

E. Punch List. Upon Substantial Completion (as defined above) of the Work, Lessor shall request the SSA/Facilities Services Manager approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the SSA/Facilities Services Manager (the Work Acceptance Letter), and may be subject to completion of items on a "punch list," which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion.

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within thirty days (30) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within thirty days (30) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100) per day for the period from the Scheduled Delivery Date through the Final Completion Date or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any Rent payable.

F. **Project Management Oversight.** County may, at County's option, select a project manager or construction manager, at County's sole discretion, cost and expense, to assist in County's oversight of the Work (the "**Project Manager**"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 11 (D) above.

G. **County Alterations to Work.** 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 13 (COUNTY-REQUESTED ALTERATIONS).

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

I. **Force Majeure Delay.** The occurrence of an event of Force Majeure (as defined in Clause 44 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

12. ALTERATIONS (2.5 SA)

County may make improvements and changes in the Premises, including, 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, counters, shelving, or equipment attached to or placed

upon the Premises by County shall be considered as personal property of County, as defined below in Clause 28 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

13. COUNTY-REQUESTED ALTERATIONS (2.6 SA)

County through SSA/Facilities Services Manager, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request Lessor to complete Additional Services to the Premises. “**Additional Services**” are defined as any services requested by County that are in addition to and outside the scope of the Services completed by Lessor as such are defined below. All plans and working drawings for the improvements and changes, as well as the final work, shall have the written approval of SSA/Facilities Services Manager. All such improvements and changes and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

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

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

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

14. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Lessor agrees that County may install, at County’s sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 12 (ALTERATIONS), shall be applicable to such work. It shall be County’s responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County’s subcontractor has the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

15. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 N)

- A. **Lessor Services.** Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“**HVAC**”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital, as well as janitorial services for the common areas of the Building and restrooms within the common areas (the “**Services**”). Upon request, Lessor shall provide County with a complete copy and any contracts for Services of an ongoing nature. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 15. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 15(B) below.
- B. **County Remedies.** If Lessor fails to provide the Services within twenty one (21) calendar days after SSA/Facilities Services Manager provides written notice thereof to Lessor specifying any such default and affording Lessor such twenty one (21) calendar day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 24 (DEFAULTS AND REMEDIES)), County may (upon written notice to Lessor and Lessor’s lender, to the extent contact information for such lender has been provided in writing to County), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice; or in the event that Lessor fails to provide required Services to the Premises sixty (60) days after the 21-day written notice, above, to Lessor, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100.00) per day until such Services are provided by Lessor.
- C. **Warranties.** Lessor shall initiate at purchase, and keep in force, all manufacturers’ warranties including extended warranties for all building equipment. When manufacturers’ warranties for the HVAC, roof and elevator expire, Lessor will contract with an industry standard maintenance company (“**Vendor**”) that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 15(B) above.

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

by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

- D. **HVAC System.** Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 72° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 15(E).
- E. **Normal Business Hours.** County acknowledges that the HVAC services to the Building shall operate only from 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding governmental holidays (“**Normal Business Hours**”). A list of government holidays shall be provided to Lessor on a yearly basis upon request to County.

Notwithstanding the utilities provided during Normal Business Hours, Lessor shall provide HVAC services thirty (30) minutes prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for HVAC services prior to the beginning of Normal Business Hours.

- F. **Emergency Services.** If County requires same day emergency repairs and/or services (“**Emergency Services**”) and Lessor cannot be contacted for such Emergency Services (as determined by the County), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services, County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.
- G. **Operations Shutdown.** Should County be forced to completely shut down its operations within the Premises and/or Building due to Lessor's failure to provide Services or Emergency Services required by this Clause 15 for a period of twenty four (24) consecutive hours, excluding weekends and holidays, Lessor shall be responsible for the actual cost to County of such shutdown and for replacement premises as necessary due to such shutdown and County shall not be responsible for Rent for the period of the operations shut down. Should County incur costs as a result of a shut down due to Lessor's failure to provide said Services and as set forth herein, Lessor shall reimburse County for said costs within thirty (30) days of written notice which shall include written documentation of said costs. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the costs and/or replacement premises from any Rent payable without further notice.
- H. **County Janitorial.** County shall provide, at its sole cost and expense, janitorial services to the Premises.

16. UTILITIES (2.9 SA)

Lessor shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of County. Should Lessor fail to provide, or pay for (prior to delinquency date), utility service to the Premises, County may provide such service and deduct the cost thereof, including overhead, from any Rent payable. Lessor shall be responsible for any other costs, taxes, and/or assessments not provided for in this clause.

Should County require HVAC services at times other than during Normal Business Hours as defined in Clause 15(E) above, County shall pay Lessor a reimbursement equal to twenty dollars (\$20.00) per hour for each hour HVAC services are used during times other than Normal Business Hours. Lessor shall provide County with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location and duration of such usage, along with a summary of the County's monthly charges. County shall pay Lessor for excess usage with the following month's Rent.

17. INSURANCE (3.0 SA)

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

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

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as an additional insured, or provide blanket coverage which will state, ***AS REQUIRED BY WRITTEN AGREEMENT***;
- B. A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing;
- C. Lessor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.
- D. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- E. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the

Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

18. INDEMNIFICATION (3.1 SA)

Lessor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership or maintenance of the Premises, or caused, either proximately or remotely, wholly or in part, by Lessor, its officers, agents, and employees, or any other person entering upon the Premises, under or with Lessor's express or implied invitation or permission, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Premises, or caused, either proximately or remotely, wholly or in part, by County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, or any other person entering upon the Premises, or while County is leasing the Premises, under or with County's express or implied invitation or permission, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

19. TOXIC MATERIALS (3.2 SA)

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

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

20. BUILDING AND SAFETY REQUIREMENTS (3.3 SA)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act ("ADA") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County's furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a Lessor expense as defined in Clause 15(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County negligence, provided that County approves a work order with associated expense estimate, Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

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

- A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the Lessor; or
- B. At County's sole option, cure any such default by performance of any act, including payment of money, and subtract the cost thereof plus reasonable administrative costs (ten percent (10%)) from the Rent.

Lessor agrees to reimburse and indemnify, and defend County for any expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and

orders, including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys' fees. Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 15(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

21. ASSIGNMENT AND SUBLETTING (N)

County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's request to assign this Lease or sublet all or any portion of the Premises within twenty-one (21) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request. Notwithstanding, the County may license portions of the Premises to other governmental agencies or nonprofits who will provide services from the Premises consistent with the County services being provided from the Premises, without obtaining Lessor's prior written consent. In any event, the County will remain responsible for Lease compliance and for the actions of any partner governmental agencies or nonprofits.

22. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

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

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

Notwithstanding the above, Lessor shall obtain and deliver to County a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender. Lessor shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with County, thereby insuring County of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* attached hereto as Exhibit D or in a form approved by the SSA/Facilities Services Manager, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, County's obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground Lessor, as applicable,

confirming in writing and substantially in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* that County's leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

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

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

23. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the SSA/Facilities Services Manager shall furnish upon receipt of a written request from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein ("**Lessor Representative**"), County's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit D) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by County in a timely manner and shall be approved by Chief Real Estate Officer and County Counsel.

24. DEFAULTS AND REMEDIES (3.7 SA)

A. County Default.

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

B. Lessor Default.

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

C. County Remedies.

If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. In the event of an uncured Lessor Default for an additional thirty (30) days beyond the cure periods set forth above, in addition to any other remedies available at law or in this Lease, the County shall have the option to terminate this Lease.

D. Lessor Remedies.

If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity. In the event of an uncured County Default for an additional thirty (30) days beyond the cure periods set forth above, in addition to any other remedies available at law or in this Lease, the Lessor shall have the option to terminate this Lease.

25. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that all improvements or modifications required to be performed as a 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 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.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall 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 at the following 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.

As required by applicable law, Lessor shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. 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.

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

26. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 SA)

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

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

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

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 25 (LABOR CODE COMPLIANCE) of this Lease.

27. DEBT LIMIT (4.0 SA)

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

28. COUNTY PROPERTY (4.1 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence or willful misconduct and not otherwise waived pursuant to Clause 29 (LESSOR'S RIGHT OF ENTRY) below. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

29. LESSOR'S RIGHT OF ENTRY (4.2 SA)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required, provided that Lessor shall first call County) and in the presence of County, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

30. SIGNAGE (4.3 SA)

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

31. AUTHORITY (4.4 SA)

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

32. LEASE ORGANIZATION (4.5 SA)

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

33. SUCCESSORS IN INTEREST (4.6 SA)

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

34. AMENDMENT (4.7 SA)

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

35. PARTIAL INVALIDITY (4.8 SA)

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 and shall in no way be affected, impaired, or invalidated thereby.

36. WAIVER OF RIGHTS (4.9 SA)

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 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.

37. HOLDING OVER (5.0 SA)

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

38. EARTHQUAKE SAFETY (5.1 SA)

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.

39. QUIET ENJOYMENT (5.2 SA)

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.

40. GOVERNING LAW AND VENUE (5.4 SA)

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.

41. ATTORNEYS' FEES (5.5 SA)

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

42. TIME (5.6 SA)

Time is of the essence of this Lease.

43. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 SA)

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

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with

accessibility standards.

44. FORCE MAJEURE (5.8 SA)

For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “**Best Efforts**” includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

45. CONDEMNATION (5.9 SA)

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

46. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

47. UNENFORCEABLE PROVISIONS (6.1 SA)

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

48. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 44 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

49. STATE AUDIT (6.3 SA)

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 the State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

50. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4 SA)

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

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

In the event of a Partial Destruction of the Premises, Lessor shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by Lessor, at Lessor’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, 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 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 deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

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. 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.

51. NOTICES (6.7 SA)

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

To: Lessor

Charles Manh and Anh Manh
Manh Family Trust
8990 Westminster Blvd., Second Floor
Westminster, CA 92683
E-mail: CharlieManh@hotmail.com

To: County

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

With a copy to:

County Executive Office
County of Orange
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer
Email: thomas.miller@ocgov.com

52. ATTACHMENTS (6.8 S)

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

EXHIBITS

- Exhibit A - Description of Premises
- Exhibit B - Depiction of Premises
- Exhibit C – The Work, Schedule 1, Schedule 2
- Exhibit D - Form of Subordination, Attornment and Non-Disturbance Agreement and Estoppel Certificate
- Exhibit E – Work Acceptance Letter

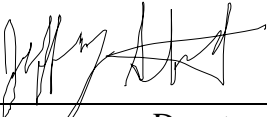
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IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  _____
Deputy

LESSOR

CHARLES MANH AND ANH MANH, CO-
TRUSTEES OF THE MANH FAMILY TURST, under
declaration of trust dated August 15, 2016

By: _____
Name, Title

By: _____
Name, Title

COUNTY

COUNTY OF ORANGE

Thomas A. Miller, Chief Real Estate Officer

EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/SSA-021-008
PROJECT: 15496 Magnolia, Westminster

DATE: 9/22/2021
VERIFIED BY: M. Henry

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of the first and second floor of that certain two (2) story building approximately 2,120 RSF within suite 111 and approximately 5,208 RSF on the second floor of the building for a total of approximately 7,328 RSF located at 15496 Magnolia Street, in the City of Westminster, County of Orange, State of California, together with non-exclusive use of common area restrooms and thirty-three (33) non-exclusive and three (3) reserved parking spaces.

NOT TO BE RECORDED

EXHIBIT B

**DEPICTION OF PREMISES
15496 Magnolia, Westminster
Site Plan**



EXHIBIT B
(continued)

First Floor Space Plan

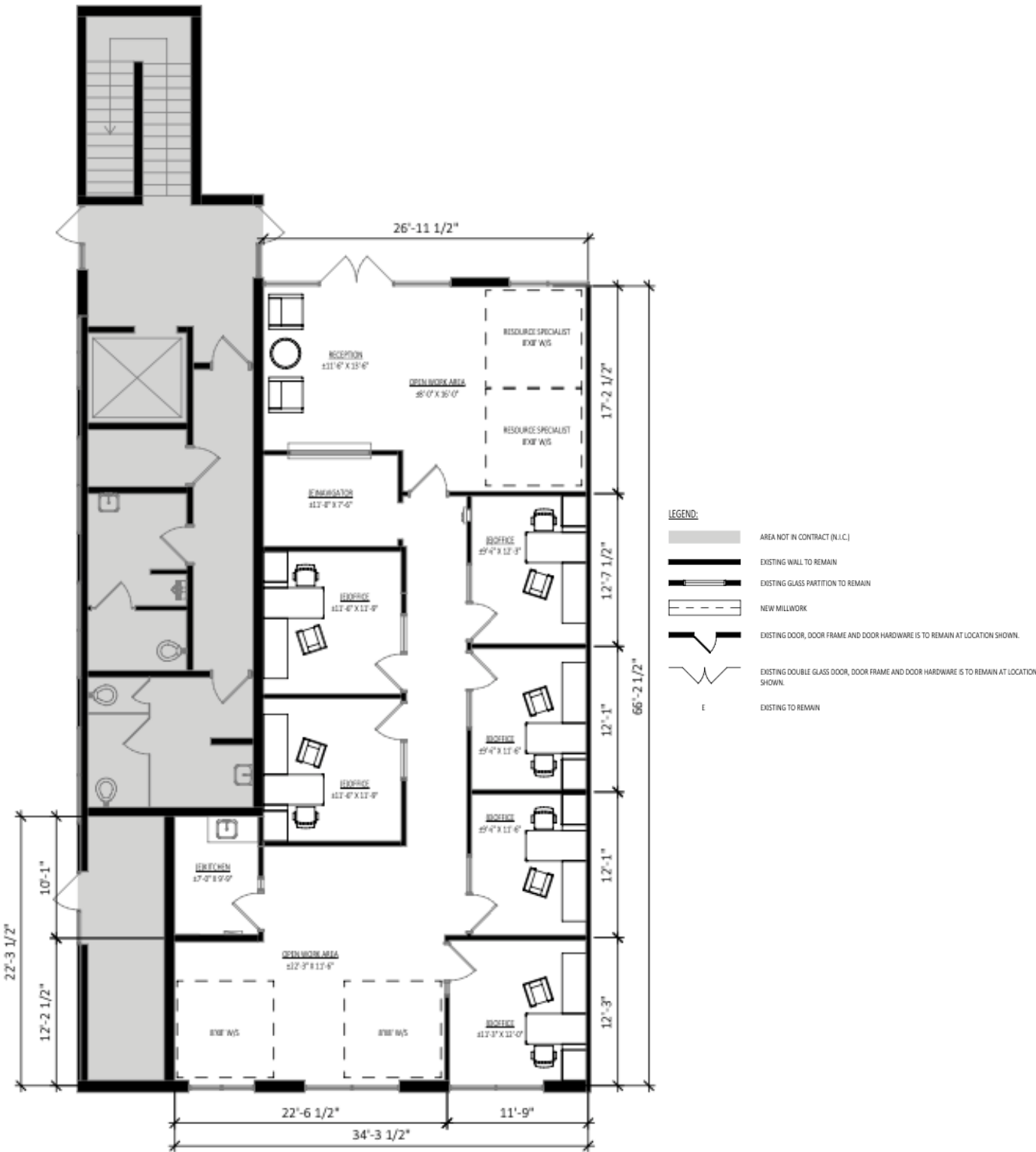
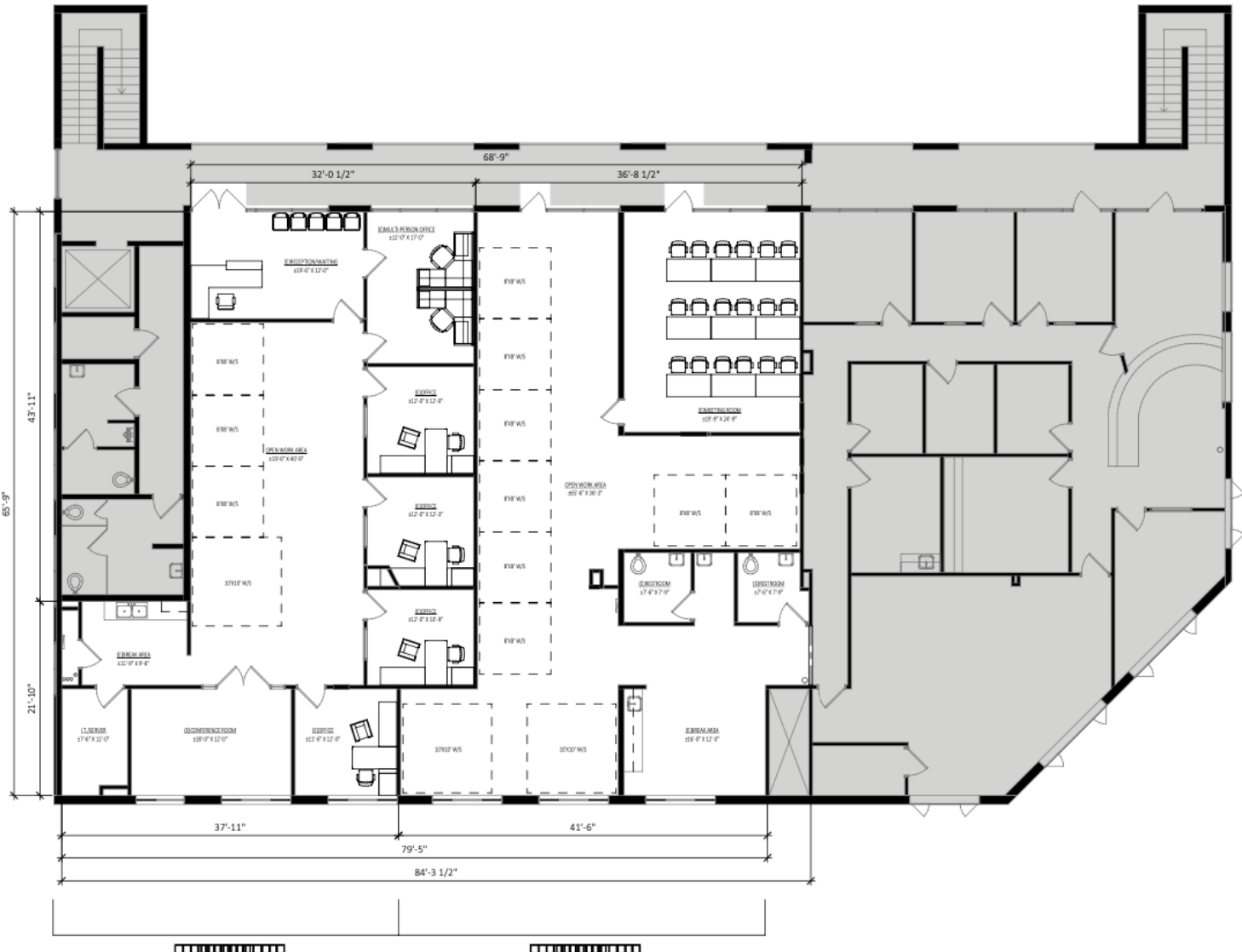


EXHIBIT B
(continued)

Second Floor Space Plan



LEGEND:

- AREA NOT IN CONTRACT (N.I.C.)
- EXISTING WALL TO REMAIN
- NEW DEMISING PARTITION
- EXISTING GLASS PARTITION TO REMAIN
- EXISTING MILLWORK TO REMAIN
- EXISTING DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
- EXISTING DOUBLE GLASS DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
- EXISTING SINGLE GLASS DOOR, DOOR FRAME AND DOOR HARDWARE IS TO REMAIN AT LOCATION SHOWN.
- EXISTING TO REMAIN

EXHIBIT C

WORK LETTER

This Work Letter shall supplement the terms and conditions relating to the construction of the Work in the Premises as set forth in Clause 11 (CONSTRUCTION) of the Lease. If any conflict shall arise between this Exhibit C and the Lease, the terms and conditions of the Lease shall prevail. This Work Letter is essentially organized chronologically and addresses the issues of the construction, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Clauses or Sections of “this Lease” or “the Lease” shall mean the relevant portion of Clauses 1 through 52 of the Lease to which this Work Letter is attached as Exhibit C and of which this Work Letter forms a part, and all references in this Work Letter to Sections of “this Work Letter” shall mean the relevant portion of Sections 1 through 6 of this Work Letter. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

SECTION 1. - CONSTRUCTION DRAWINGS FOR THE PREMISES

Space Plan. Lessor and County have approved that certain space plan for construction of the Work attached hereto as Schedule 2 (collectively, the “**Final Space Plan**”). Lessor shall be entitled to rely upon all plans, drawings and information supplied by or for County in preparing the Final Space Plan. The depiction of cubicles, modules, furniture and equipment in the Final Space Plan is for illustrative purposes only, and Lessor is not required to provide, install or construct any such items.

Final Working Drawings. Lessor and its architect and engineers shall complete the architectural and engineering drawings for the Premises. The final architectural working drawings shall be in a form which is complete to allow subcontractors to bid on the Work and to obtain all applicable permits (collectively, the “**Final Working Drawings**”) and shall submit the same to County for County’s approval, such approval not to be unreasonably withheld, conditioned or delayed. County shall approve or reasonably disapprove any draft of the Final Working Drawings within seven (7) business days after County’s receipt thereof; provided, however, that (i) County shall not be entitled to disapprove any portion, component or aspect of the Final Working Drawings which are consistent with the Final Space Plan, unless County agrees to pay for the additional cost (if any) resulting from such change in the Final Space Plan as part of the over-allowance amount pursuant to Section 2 below and County acknowledges that any delay resulting therefrom shall be a delay caused by County, and (ii) any disapproval of the Final Working Drawings by County shall be accompanied by a detailed written explanation of the reasons for County’s disapproval. Failure of County to reasonably disapprove any draft of the Final Working Drawings within said seven (7) business day period shall be deemed to constitute County’s approval thereof. This process shall be repeated until the Final Working Drawings have been approved; it being agreed that County’s right to raise objections (following County’s initial objections to Lessor’s first submission of the Final Working Drawings) shall be limited to (a) the revisions made to the previous submission of the Final Working Drawings in order to address County’s prior objections or changes which are derivative of changes resulting from such prior objections and/or (b) revisions to design elements not previously a part of the Final Working Drawings previously submitted to County. The Final Working Drawings, as approved by Lessor and County, may be referred to herein as the “**Approved Working Drawings.**” County shall make no changes or modifications to the Final Space Plan or the Approved Working Drawings without the prior written consent of Lessor, which consent may be withheld in Lessor’s sole discretion if such change or modification would directly or indirectly delay the Substantial Completion of the Work or increase the cost of designing or constructing the Work. Lessor shall promptly submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to allow Contractor as that term is defined in Section 4, below, to commence and fully complete the construction

of the Work (the “**Permits**”). County shall cooperate with Lessor in promptly executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Lessor, provided that Lessor may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the Substantial Completion of the Work.

SECTION 2. - TIME DEADLINES (AS DEFINED IN SCHEDULE 1)

County shall reasonably cooperate with the Lessor, its architect, and the engineers to complete all phases of the construction drawings and the permitting process and to receive the Permits, and to complete the Work through Contractor (as defined below in Section 4) as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by Lessor, to discuss the progress in connection with the same. The applicable dates for approval of items, plans and drawings as described in this Section 1, above, and in this Work Letter are set forth and further elaborated upon in Schedule 1 attached hereto. County agrees to comply with the timeline in Schedule 1.

SECTION 3. - ALLOWANCE AMOUNT EXCEEDED

In the event that after County’s execution of this Lease, any revisions, changes, or substitutions shall be made to (i) the Space Plan, (ii) the Approved Working Drawings (once the same are completed), (iii) the Work, or in the event that County requests revisions, changes, or substitutions which cause the Approved Working Drawings to not be a logical extension of the Space Plan, then any additional costs which arise in connection with such revisions, changes or substitutions shall be paid by County to Lessor within sixty (60) days following receipt of Lessor’s written request therefor or as otherwise provided in the Lease. In addition, if the cost of the Work exceeds the amount of the Allowance, County shall pay the excess amount to Lessor within sixty (60) days following receipt of Lessor’s written request therefor.

SECTION 4. - CONTRACTOR’S WARRANTIES AND GUARANTIES

Lessor shall assign to County all warranties and guaranties by the Contractor who constructs the Work (the “**Contractor**”) relating to the Work and pursuant to said assignment, County hereby waives all claims against Lessor relating to, or arising out of the construction of, the Work. Lessor shall independently retain Contractor to construct the Work in accordance with the Approved Working Drawings and Lessor shall supervise the construction by Contractor.

SECTION 5. - COUNTY’S COVENANTS

County hereby indemnifies Lessor for any loss, claims, damages or delays arising from the negligence, acts or omissions of County, its agents, including, but not limited to any space planner, architect or engineer hired by County in connection with the Work.

SECTION 6. - MISCELLANEOUS

6.1 Freight Elevators. Lessor shall, make the elevator reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

6.2 County’s Representative. County has designated the SSA/Service Facilities Manager as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Work Letter.

6.3 Lessor's Representative. Lessor has designated a sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

6.4 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor's sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

6.5 Cooperation by County. County acknowledges that the timing of the completion of the Approved Working Drawings and the Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Work, and in connection therewith, shall respond to Lessor's requests for information and/or approvals, except as specifically set forth herein to the contrary, within ten (10) business days following request by Lessor.

6.6 Punch List. Upon Substantial Completion of the Work, Lessor and County shall comply with the terms and conditions of Clause 11D (CONSTRUCTION) of the Lease with respect to preparation of a punch list and completion of such punch list items.

SCHEDULE 1 TO WORK LETTER

Estimated Schedule of the Work

Mutual Lease Execution	TBD
Design and Construction Drawings	—
Plan Check/Permit Approval	—
Construction: Interior Tenant Improvements	—
Tenant FF&E/Security/IT Installation	—
Substantial Completion Date	—
Final Completion Date	

SCHEDULE 2 TO WORK LETTER

Final Space Plan

EXHIBIT D

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 2017, 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: _____

Thomas A. Miller, 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

Project/Parcel No.:

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.
2. (Check One)
 - The aforesaid lease has not been modified, altered, or amended.
 - The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.
4. The term of the lease is subject to County's option to terminate/extend as follows:

5. The lease rental rate is \$_____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.
6. County has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to County are set forth in Clause ____ (_____) of the lease.
8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

COUNTY
COUNTY OF ORANGE

By _____
Deputy

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Date: _____

Certificate Date: _____

EXHIBIT E**WORK ACCEPTANCE LETTER**

RE: Premises Located at 15496 Magnolia Avenue, Westminster.

Lessor and County, without limiting any of County's rights and remedies expressly set forth in Exhibit C and this Lease or Lessor's obligations thereunder regarding completion of Lessor's Work in accordance with Clause 11 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):</p> <p>The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in <u>Exhibit C</u> and Clause 11 (CONSTRUCTION) of the Lease.</p>
<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE <u>WITH PUNCH LIST ITEMS OUTSTANDING</u>, COUNTY ACCEPTS POSSESSION OF THE PREMISES:</p> <p>The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).</p> <p>Lessor has twenty-one (21) days following receipt of this Work Acceptance Letter to complete all punch list items.</p> <p>Punch List Items Remaining of The Work: (Attach additional pages if necessary)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

	<p>Anticipated Punch List Completion Date: _____</p>
<p><input type="checkbox"/></p>	<p>LESSOR WORK IS <u>NOT</u> COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES:</p> <p>Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 11 (CONSTRUCTION) and <u>Exhibit C</u>.</p>

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

<p>Lessor:</p> <p>_____ Print Name: _____ Title: _____ Date: _____</p>	<p>County/ SSA Facilities Service Manager:</p> <p>_____ Print Name: _____ Title: _____ Date: _____</p>
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