

**SUMMARY OF LEASE**

**LESSOR**

Drawbridge Saint Andrew, LLC a Delaware limited liability company

**LESSEE**

County of Orange

**INITIAL PREMISES**

1700 East Saint Andrew Place, Santa Ana, California consisting of approximately 70,000 RSF of office and warehouse space.

**EXPANSION PREMISES**

Within twenty-four (24) months of mutual execution of the lease, County shall have the right to expand in to the remaining 101,330 rentable square feet (RSF) for a total of 171,330 RSF. The terms of the Expansion Premises shall be coterminous with the Initial Premises including, but not limited to Lease Term, Free Rent, and Tenant Improvements. If County does not elect to exercise its right to expand, County shall retain an on-going right of first refusal on the remaining available space at the property.

**USE**

County shall use the Premises for administrative and general office purposes, employment training, or any other ancillary use thereto consistent with the standards of a professional office building, subject to federal, state and municipal laws, and shall not use the Premises or permit the Premises to be used for any other purpose.

**TERM**

One-hundred and eighty (180) months and County may cancel the lease at any time after the one-hundred and twentieth (120<sup>th</sup>) month with at least twelve (12) months written notice and a cancellation fee equal to free rent plus unamortized tenant improvements and brokerage commissions calculated at eight percent (8%).

**OPTION TO EXTEND**

Two (2) five (5) year periods.

**LEASE COMMENCEMENT**

The Lease shall commence upon substantial completion of Tenant Improvements estimated to be June 1, 2024.

**RENT**

\$3.35 per rentable square foot, per month, modified gross (net of utilities, janitorial, and security). Base rent shall increase by three percent (3%) per year.

**ABATED RENT**

Lessor shall provide County with Six (6) months of Free Base Rent. County, at County's sole discretion, shall have the ability to convert the Abated Rent to cash to be used toward FF&E, cabling, and any other move-related expense.

**TENANT IMPROVEMENT ALLOWANCE**

Lessor to provide Turn-Key Tenant Improvements per a mutually agreed upon space plan and finish scope not to exceed one-hundred dollars (\$100.00) per RSF. This allowance shall be used for “Hard” and “Soft” constructions costs including construction management fees.

County shall have the right, at its sole discretion and as part of the Tenant Improvements, to install security fences and access control points around the Property at a pro-rata basis on the Initial Premises. If County elects to expand into the Expansion Premises, County shall have the right to install security fences and access control points to secure the entirety of the Property. The exact location and design of the fence, in both circumstances described here, shall be mutually agreed upon by County and Lessor.

Lessor shall provide County with a moving allowance equal to twenty-five dollars (\$25.00) per RSF to be used at County’s sole discretion toward FF&E, relocation costs, cabling and telecommunications.

Prior to the Lease Commencement Date, Lessor shall provide County the ability to amortize up to an additional twenty-five (\$25.00) per RSF to be amortized over the Lease Term at an interest rate of eight percent (8%).

**SECURITY DEPOSIT**

No security deposit is required by this Lease.

**SIGNAGE**

County shall have the exclusive right to one (1) building top and one (1) monument signage.

**BROKERAGE**

Jones Lang LaSalle (JLL) represents the County in this transaction. Upon the execution and delivery of the Lease by both parties, JLL will be paid a market commission in accordance with a separate commission agreement between Lessor and JLL.

**INSURANCE**

Lessor’s insurance limits have been approved by County’s Risk Department.

**ASSIGNMENT/SUBLETTING**

Lessor’s written approval is required prior to assignment or encumbering the Lease.

**RIGHT TO PURCHASE**

County shall have the Right to Purchase the Property for \$450.00 per RSF (\$77,100,000.00) for the first Sixty (60) Months following the full execution of the Lease document. If County doesn’t purchase said property during that time, County shall have the ongoing ROFO per Section 26 below. Further, County shall have the right to apply any unused concessions toward the purchase price of the Property.

**RIGHT OF FIRST OFFER TO PURCHASE**

County shall have an ongoing right of first opportunity (“ROFO”) to purchase the building. The ROFO shall be structured as follows: Landlord will inform County that it intends to market the building for sale. County shall have fifteen (15) business days to submit a purchase offer to Landlord for the entirety of the building that Landlord intends to sell. Landlord may accept the offer or advance to a sale process in which Landlord may transact with a third party. If the third party’s purchase price terms are more than five percent ( 5%) more favorable to buyer than County’s offer terms, County shall have a ‘second look’ and provide notice within ten (10) business days of its intent to purchase the Building. If County does not timely notice Landlord, Landlord may sell the building to a

## Attachment B - Summary of Lease

third party. If the third party offer terms are not more than five percent (5%) more favorable than County's original offer, then Lessor shall sell to County at its original purchase offer price.

### **ALTERATIONS**

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 following the prior written notice to Lessor; provided, however that if such improvements or changes affect the common Building systems, the structural portions of the Building, or can be seen from the exterior of the Premises, then County shall obtain the prior written consent of Lessor (which shall not be unreasonably withheld, conditioned or delayed) prior to the performance of the same.

### **COUNTY-REQUESTED ALTERATIONS OR ADDITIONAL SERVICES**

County may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises as well as request to complete Additional Services to the Premises. All such improvements, changes and any Additional Services requested by County shall be made by Lessor, at Lessor's sole cost, and shall be reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

### **PARKING**

County shall have the exclusive right to a pro-rata share of the parking on or about the, without additional charge, to use up to two hundred eighty-seven (287) parking stalls.

### **SIGNAGE**

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.

### **HOLDING OVER**

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.