

## **Attachment C**

CEO/ALS/HCA-06-008  
HCA/WIC

### **SUMMARY OF LEASE**

#### **LESSOR**

MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies (successor-in-interest to MS-BEACH BLVD BUENA PARK, LLC)  
c/o Kim and Casey Property Management  
3055 Wilshire Blvd., Suite 710  
Los Angeles, CA 90010

#### **LESSEE**

County of Orange (Health Care Agency)

#### **LOCATION**

6301 Beach Boulevard, Ste 103, Buena Park

#### **PREMISES**

2,691 square feet of air-conditioned office space on the ground floor of a three-story building. The space has its own private entrance located in the rear of the building with access to the parking lot.

#### **USE:**

Health Care Agency/Public Health Services/Women, Infant & Children Program providing supplemental food, nutrition education and breastfeeding support programs.

#### **PARKING**

COUNTY is provided the use of thirteen (13) parking spaces, consisting of exclusive use of five (5) parking spaces (two (2) of which will be located directly in front of the Premises and will be labeled for "Expecting Mothers") and non-exclusive use of eight (8) parking spaces, without additional charge.

#### **TERM**

The term of this LEASE shall be ten (10) years, commencing on January 1, 2024 and continuing in effect until December 31, 2033, unless sooner terminated consistent with the terms of this Lease including Clause 8 (OPTION TO TERMINATE LEASE).

#### **OPTION TO EXTEND**

The COUNTY has the option to extend the term of this Lease for one (1) five (5) year period on the same terms and conditions. County shall have the option to extend the term (the "Option") of this Lease for one (1) five (5) year period ("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, for any or all of the space then under lease by County in the Building. 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

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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.

### OPTION TO TERMINATE

COUNTY has the option to terminate this Lease at anytime after the fifth (5<sup>th</sup>) year of the Lease Term upon providing LESSOR written notice at least sixty days (60) prior to said termination date.

### RENT

\$6,727.50 per month  
\$2.50 per square foot

### RENT ADJUSTMENTS

The Lease is subject to rent adjustments based on the following schedule.

<u>Period</u>	<u>Rent</u>	<u>Per Square Foot</u>
<u>1/1/24 – 12/31/24</u>	<u>\$6,727.50</u>	<u>\$2.50</u>
<u>1/1/25 – 12/31/25</u>	<u>\$6,929.33</u>	<u>\$2.58</u>
<u>1/1/26 – 12/31/26</u>	<u>\$7,137.20</u>	<u>\$2.65</u>
<u>1/1/27 – 12/31/27</u>	<u>\$7,351.32</u>	<u>\$2.73</u>
<u>1/1/28 – 12/31/28</u>	<u>\$7,571.86</u>	<u>\$2.81</u>
<u>1/1/29 – 12/31/29</u>	<u>\$7,799.02</u>	<u>\$2.90</u>
<u>1/1/30 – 12/31/30</u>	<u>\$8,032.99</u>	<u>\$2.99</u>
<u>1/1/31 – 12/31/31</u>	<u>\$8,273.98</u>	<u>\$3.07</u>
<u>1/1/32 – 12/31/32</u>	<u>\$8,522.20</u>	<u>\$3.17</u>

### TENANT IMPROVEMENTS

Work to Commence on Doors and Reception Area	January 1, 2024 (4-week completion timeframe)
Work to Commence on Flooring and Window Coverings	January 1, 2025 (4-week completion timeframe)
Substantial Completion Date	February 28, 2025

### INSURANCE

LESSOR shall provide:

General Comprehensive Liability Insurance	\$1,000,000 per occurrence
	\$2,000,000 aggregate

### SERVICES PROVIDED BY LESSOR

- Interior and exterior maintenance
- Janitorial services on a 5-day a week basis
- Utilities exclusive of telephone
- Liability Insurance
- Taxes

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All building services and operating costs are paid by the LESSOR. LESSOR will only pass-through janitorial services and supplies as a lessor-provided cost to COUNTY.

### **SERVICES PROVIDED BY COUNTY**

Telephone service, facsimile, data circuit lines, or other dedicated special purpose lines.

### **INDEMNIFICATION**

COUNTY agrees to mutually defend, indemnify and save harmless LESSOR from claims and liability arising out of COUNTY's sole negligence. LESSOR agrees to mutually defend, indemnify and save harmless COUNTY from claims and liability arising out of LESSOR's sole negligence.