

EXHIBIT E

SSA/Records and Adult Services
1505 E. Warner, Santa Ana GA 1213-137

Commencement
1-1-01

LEASE

THIS IS A LEASE, hereinafter referred to as "Lease," made _____, ...CYL by and between **LEED WARNER, LLC, a California limited liability company**, hereinafter referred to as "LESSOR," and the **County of Orange**, hereinafter referred to as "COUNTY," without regard to number and gender. The term "COUNTY" shall mean the **Board of Supervisors of the political body that** executed this agreement or its authorized representative.

1 DEFINITIONS (1.2 S)

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

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

24 "Director of Social Services Agency means the Director, Social Services Agency, County of Orange, or
26 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.

2 8 "Manager of Social Services Agency/Real Property Services" means the Manager, Social Services
3 0 Agency/Real Property Services, County of Orange, or designee, or upon written notice to LESSOR, such
other person or entity as shall be designated by the Director, Social Services Agency or designee.

3 2 4 "Auditor-Controller" means the Auditor-Controller, County of Orange, or designee, or upon written notice to
3 4 6 LESSOR, such other person or entity as shall be designated by the **Board of Supervisors**.

3 6 8 "County Counsel" means the County Counsel, County of Orange, or designee, or upon written notice to
3 8 10 LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of
Supervisors.

4 0 12 "CEO/Real Estate" means the County Executive Office, Real Estate for the County of **Orange, or upon**
written notice to LESSOR, such entity as shall be designated by the County Executive Officer or designee.

4 2 14
4 4 16 2. PREMISES (1.3A N)

4 6 18 LESSOR leases to COUNTY that certain property hereinafter referred to as "Premises," described in
"Exhibit A" and shown on "Exhibit B," which exhibits are attached hereto and by reference made a
4 8 20 part hereof, together with non-exclusive, in common use of Lessor's elevators, stairways, washrooms,
hallways, driveways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities
and common areas appurtenant to COUNTY's Premises created by this lease.
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Included within the Premises is "Additional Warehouse Space" and COUNTY shall use its best effort to occupy said Additional Warehouse Space on or before the twenty fourth (24) month from the date first written above.

LESSOR leases to COUNTY that certain property hereinafter referred to as "Premises" consisting of 134,792 rentable square feet (46,444 RSF of office space and 88,348 RSF of warehouse space) described in Revised Exhibit A and shown on Revised Exhibit B, which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in-common use of LESSOR's, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to COUNTY's Premises created by this Lease.

3. PARKING (1.4 N)

LESSOR, throughout the term of this Lease, shall provide two hundred eighty-five (285) parking spaces, all of which said spaces for COUNTY's free and exclusive use. Said parking spaces to be located in the parking area shown on Revised Exhibit B.

Included within said parking spaces, LESSOR shall provide parking for disabled persons 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.

4. USE (2.2 N)

COUNTY shall use the Premises in a lawful manner and COUNTY shall limit its use of the Premises to storing records in the warehouse space, or erating Adult Services in the office space, and appropriate warehouse use of the Additional Warehouse Space. COUNTY shall provide for its own security and/or guard services at the Premises at COUNTY's sole cost and expense.

COUNTY may change its use of the Premises if the COUNTY obtains a written statement of conformance to the General Plan from the City of Santa Ana and LESSOR approves of the new use, which shall not be unreasonably withheld, in writing prior to any proposed change in use of the Premises. COUNTY shall submit a written request to the LESSOR for approval and the City of Santa Ana for conformance finding at least One hundred twenty (120) days prior to COUNTY's intended change in use of the Premises. Upon receipt of COUNTY's written request, both LESSOR and City of Santa Ana shall then have forty five (45) days to respond in writing.

COUNTY may use the Premises for general office, storage and distribution, and any other lawfully permitted use. COUNTY shall provide for its own security and/or guard services at the Premises at COUNTY's sole cost and expense.

5. TERM (2.2 N)

The term of this Lease shall be ten (10) years ("Initial Term"), commencing the first day of the first full calendar month following the approval and acceptance by COUNTY of the work set out in clause entitled (CONSTRUCTION), of this Lease.

Parties agree that the commencement date of this Lease will be confirmed in writing by either party upon demand by the other.

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The term of this Lease shall be thirty (30) years commencing January 1, 2001, (**'Commencement Date'**), and terminating on December 31, 2030 (**"Term"**).

6. OPTION TO EXTEND TERM (2.3. N)

~~COUNTY shall have the option to extend the term ("Option to Extend Term") of this Lease for one (1), five (5) year period on the same terms and conditions. Notification of said exercise of option shall be done in writing at least one hundred fifty (150) days prior to the lease termination date.~~

COUNTY shall have the option to extend the Term of this Lease for two (2) additional five (5) year periods on the same terms and conditions and at the Extension Term rental rate shown in Clause 9 (RENT ADJUSTMENT), below. Notification of said exercise of option shall be done in writing not less than twelve (12) months or more than eighteen (18) months prior to the Lease termination date.

EXHIBIT E**7. OPTION TO TERMINATE (2.4A NI)**

COUNTY shall have the option to terminate this Lease at any time after the fifth (5th) year of the lease term upon giving LESSOR written notice at least one hundred fifty (150) days prior to said termination date. Should COUNTY exercise said option, LESSOR may, within thirty (30) days after the Lease termination date, make a claim for reimbursement of the unamortized cost of COUNTY's portion of commission and unamortized cost of tenant improvements. The amount of said reimbursement shall be determined as follows:

Reimbursement Amount for Unamortized Commission and Tenant Improvements =

$$\left[\left(\frac{\text{total commission paid for period}}{\text{number of total months in period paid}} \right) \times (\text{number of months paid less the number of months of lease term elapsed}) \right]$$

PLUS

$$\left[\left(\frac{\$1,800,000 \text{ unamortized tenant improvements}}{120 \text{ months}} \right) \times (\text{120 months less the number of months of lease term elapsed}) \right]$$

If no claim is received by COUNTY within said 30 day period, LESSOR's right to reimbursement shall be deemed waived. COUNTY shall have sixty (60) days after receipt of the claim by LESSOR to pay said claim.

COUNTY shall have the option to terminate ("**Termination Option**") this Lease at any time after December 31, 2027 and prior to December 31, 2030, upon giving LESSOR written notice at least twelve (12) months prior to the early termination date stated in such notice (the "**Early Termination Date**"). Should COUNTY exercise said Termination Option, LESSOR may within thirty (30) days after the Early Termination Date, make a claim for reimbursement of the unamortized cost of COUNTY's portion of the leasing commission, the Improvement Allowance (as defined in Clause 10(G) below), and the amount expended by LESSOR on the Building Improvements (as defined in Exhibit F and as also described in Clause 10 below) ("**Lease Costs**"). The amount of the Lease Costs shall be amortized over the last fifteen (15) years of the Term, including interest at the rate of eight percent (8%) per annum to determine the termination fee on the Early Termination Date. The Lease Costs and the associated termination fee shall be determined in accordance with the corresponding date on Exhibit E ("**Lease Costs Amortization Schedule**"), attached hereto and made a part hereof.

LESSOR shall provide COUNTY with the actual cost of the Building Improvements ("**Improvement Costs**") incurred by LESSOR pursuant to Clause 10 (CONSTRUCTION) no later than ninety (90) days after the Final Improvement Date (as defined in Clause 10(E) below) ("**Cost Due Date**"). The Parties agree to execute a Lease amendment, which may be executed on the behalf of COUNTY by the Chief Real Estate Officer, to confirm the Lease Costs after the amount of the Improvement Costs has been confirmed by COUNTY. Should LESSOR fail to provide COUNTY with said Improvement Costs by the Cost Due Date, the Lease Costs for such Improvement Costs (and only for such Improvement Costs) will be deemed waived.

If no claim for the Lease Costs is received by COUNTY within the thirty (30) day period after the Early Termination Date, LESSOR's right to reimbursement of the entire Lease Costs shall be deemed waived. COUNTY shall have sixty (60) days after receipt of the written claim for a Lease Costs from LESSOR to pay said claim.

24 :8. RENT (3.1 N)

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26 COUNTY agrees to pay to LESSOR as rent for the Premises the sum of One Hundred Forty Seven
 28 Thousand Six Hundred Dollars and Zero Cents (\$147,600.00) per month.

30 Rent for the Additional Warehouse Space shall commence on the day of occupancy by COUNTY of the
 32 .Additional Warehouse Space, or a portion thereof, by the COUNTY, but no later than the first day of the
 34 twenty-fifth (25th) month of the lease term. The amount of monthly rent for the Additional Warehouse
 Space shall be calculated at a rate of sixty-eight cents (\$0.68) per rentable square foot per month for the
 amount of space the COUNTY occupies. The rentable square footage for the entire Additional Warehouse
 Space is twenty-four thousand, seven hundred and ninety-two (24,792) rentable square feet.

36 To obtain rent payments LESSOR (or LESSOR's designee) shall submit to COUNTY's Social Services
 38 Agency/Real Property Services, in a form acceptable to said Social Services Agency/Real Property
Services, a written claim for said rent payments.

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

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

44 B. Receipt of LESSOR's written claim by COUNTY's Social Services Agency/Real Property Services.

46 i Should COUNTY occupy the Premises before the first day of the lease term, LESSOR shall be entitled to
 48 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
 50 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.

EXHIBIT E**9. RENT ADJUSTMENT (3.3 S)**

The monthly rental payable by COUNTY For the Premises shall be automatically adjusted as follows:-

<u>i Initial Term</u>	<u>Months</u>	<u>Monthly Rental</u>	<u>Plus Additional Space</u>
13-24	25-36	\$149,376.06	0
37-48	49-60	\$151,487.03	\$16,858.56
61-72	73-84	\$153,682.44	\$17,354.40
85-96	97-108	\$155,965.67	\$17,850.24
109-120	121-132	\$158,340.73	\$18,346.08
	133-144	\$160,809.76	\$18,841.92
	145-156	\$163,378.08	\$19,337.76
	157-168	\$165,049.14	\$19,833.60
	169-180	\$168,827.03	\$20,329.44
<u>Extension Term</u>	<u>Months</u>	<u>Monthly Rental</u>	<u>Plus Additional Space</u>
	121-132	\$171,716.04	\$20,825.28
	133-144	\$174,720.61	\$21,321.12
	145-156	\$177,845.36	\$21,816.96
	157-168	\$181,095.11	\$22,312.80
	169-180	\$184,474.84	\$22,808.64

<u>Term:</u>	<u>Commencing</u>	<u>Monthly Rent</u>	<u>Per Square Foot¹</u>
	January 1, 2002	\$149,376.06	\$1.24 ²
	January 1, 2003	\$168,345.59	\$1.16
	January 1, 2004	\$170,036.84	\$1.18
	January 1, 2005	\$173,815.91	\$1.20
	January 1, 2006	\$176,686.31	\$1.22
	January 1, 2007	\$179,651.68	\$1.24
	January 1, 2008	\$182,715.84	\$1.26
	January 1, 2009	\$184,882.74	\$1.28
	January 1, 2010	\$189,156.47	\$1.31
	January 1, 2011	\$192,541.32	\$1.33
	January 1, 2012	\$196,041.75	\$1.35
	January 1, 2013	\$199,662.32	\$1.38
	January 1, 2014	\$203,407.91	\$1.40
	January 1, 2015	\$207,283.48	\$1.43
	January 1, 2016	\$160,403.00	\$1.19 ³
	January 1, 2021	\$160,403.00	\$1.19
	January 1, 2026	\$160,403.00	\$1.19

<u>Extension Term:</u>	<u>Commencing</u>	<u>Monthly Rent</u>	<u>Per Square Foot</u>
	January 1, 2031	\$187,361.00	\$1.39
	January 1, 2036	\$200,840.00	\$1.49

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¹ Based on 144,972 RSF through 12/31/2015, except where noted

² Based on 120,000 RSF for the 2002 year only

³ Based on 134,972 RSF commencing 1/1/2016

The Monthly Rent, above, is the amount to be paid by COUNTY regardless of the actual size of the Premises. The "Per Square Foot" rate, above, is an estimate for statistical purposes only and for no other purpose.

24 10. CONSTRUCTION (4.1 N)

LESSOR shall renovate (Renovation) the shell and core of the Premises prior to COUNTY'S commencement of the Lease. Said Renovation shall mean that the LESSOR shall complete the following items: replace entire portion of the COUNTY's parking lot with new asphalt and striping; rejuvenate entire south wall of building with a new facade and remaining exterior portion of COUNTY's Premises shall be painted; install new elevator; install new landscaping throughout COUNTY's exterior of Premises; install new concrete flooring where needed and perform other corrective measures for all remaining concrete flooring as may be required; repair or replace roof or portions of roof to ensure no leaks; and install HVAC system, lighting and ceiling (drop ceiling or otherwise as needed) each of which shall be installed throughout the Premises.

Each of said Renovation items shall be to COUNTY's satisfaction and acceptance, which COUNTY shall not unreasonably withhold. In the event, however, LESSOR is unable to complete any or all of these Renovation items, COUNTY shall have the right to terminate this Lease upon 30 days' prior written notice to LESSOR with no rent or any other costs whatsoever being charged to COUNTY for termination under this provision.

LESSOR hereby agrees to complete, at LESSOR's expense, within one hundred twenty (120) calendar days after the date first written above, alteration, repairs, and other work (the "Work") in accordance with the Plans and Specifications ("Plans and Specifications") dated, July 12, 2000, attached hereto and made a part hereof as "Exhibit C."

Should LESSOR fail to complete the Work within one hundred twenty (120) calendar days after execution of the Lease by COUNTY, COUNTY shall offset subsequent rent due LESSOR by Four Thousand Nine Hundred Twenty Dollars and Zero Cents (54,920.00) for each day the completion date of the Work exceeds the above mentioned one hundred twenty (120) day period. Said amount shall be considered as liquidated

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~~damages to compensate COUNTY for costs incurred as a result of such LESSOR caused delay. In addition to the amount stated above, COUNTY may, at COUNTY's sole option, upon giving written notice to~~

~~LESSOR prior to the completion of the Work, terminate the Lease. In the event of such termination, this Lease shall terminate on the date specified in such notice and neither party shall have any further right or obligation to the other with respect to this Lease or the Premises.~~

~~Lessor shall provide a fully qualified licensed architect at LESSOR's own cost and expense, separate from and not included within the tenant improvement allowance, to prepare an entire set of Plans and Specifications sufficient for Lessor to complete the Work. Architect shall include performing all planning and architectural design required to accomplish the Work. In addition, architect shall perform a Building Owners and Management Organization ("BOMA") square footage calculation of the Premises, which said calculation shall be shown on the Plans and Specifications.~~

~~The Plans and Specifications for the Work shall have the approval of COUNTY. Approval by COUNTY of said Plans and Specifications 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.~~

~~Subsequent to the completion of the Work and prior to occupancy by COUNTY, LESSOR shall obtain COUNTY's Manager, Social Services Agency/Real Property Services approval and acceptance of the Work. Said approval shall be manifested by letter from COUNTY's Manager, Social Services Agency/Real Property Services, and may be subject to completion of items on a "punch list". Said punch list to be generated by COUNTY as soon as possible from the date of the punch list inspection, which inspection shall include COUNTY, LESSOR's Architect and Contractor who performed the construction, and said punch list shall incorporate all participant construction items to complete. COUNTY shall have the option not to accept the Premises prior to completion of all items on any such punch list. Said inspection date shall be conducted as soon as possible from the date of completion of the Work.~~

~~In the event COUNTY's Manager, Social Services Agency/Real Property Services approval and acceptance of the Premises is given prior to the completion of a punch list, LESSOR shall have twenty one (21) working days following receipt of said punch list to complete all remaining work contained therein. Should the items on the punch list not be completed within twenty one (21) working days, COUNTY shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and any overhead from any rent payable.~~

~~In the event COUNTY desires construction, alterations or improvements to the Additional Warehouse Space, all such work shall be performed in accordance with the clause entitled COUNTY REQUESTED ALTERATIONS.~~

A. Completion Schedule: LESSOR hereby agrees to use its best efforts to complete, at LESSOR's sole cost and expense, on or prior to the date which is twelve (12) months after the Effective Date (the "**Completion Date**"), the Building Improvements (as defined in Exhibit F, Section 1) and the Premises Improvements (as defined in Exhibit F, Section 2) described in Section 2.1 of Exhibit F (collectively, the "**Work**") in accordance with the Work Letter attached hereto and made a part hereof as Exhibit F, the Scope of Work attached hereto and made a part hereof as Exhibit G, and the provisions of this Clause 10. The Work shall include, without limitation any additional improvements, additions, alterations or construction to the Premises to comply with current laws and building codes as required by applicable governmental authorities in connection with the construction of the Work (including, without limitation any work required to comply with ADA laws, seismic laws and health and safety laws). LESSOR agrees to schedule the Work so as to

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move the project along as expeditiously and efficiently as possible. LESSOR represents and warrants to COUNTY that LESSOR has reviewed the scope of the Work described in Exhibit G. LESSOR agrees that the Work which involves the interior of the Premises will be performed (A) with minimal disruption to COUNTY, (B) only during the hours of 7:00 p.m. to 6:00 a.m. Mondays through Fridays and on Saturdays during the hours of 6:00 p.m. to 7:00 a.m. (collectively, the “**Construction Hours**”), (C) without causing COUNTY to vacate any substantial portion of the Premises during the Construction Hours, (D) so as to maintain a safe place of employment at the Premises as provided in Clause 21 (BUILDING AND SAFETY REQUIREMENTS), below. In no event will any construction Work to the interior of the Premises occur during COUNTY Working Hours (as defined in Clause 16 below), without COUNTY’s prior written consent. Notwithstanding the foregoing, COUNTY acknowledges that there will be some disruption to the business operations of COUNTY by virtue of the performance of the Work, although LESSOR will use best efforts to minimize such disruption and shall coordinate with the COUNTY to minimize such disruption. Without limiting any available remedies to COUNTY, if the Final Improvement Date (as defined in Clause 10(E) below) fails to occur on or prior to the Completion Date, other than a result of the actions (or inactions) of COUNTY or events of Force Majeure (as defined in Clause 10(I) below), COUNTY shall have the option, after notice to LESSOR as set forth in Clause 16, below, to complete the Work and deduct the cost thereof, including labor, materials, contractor’s overhead and an administrative charge (equal to ten percent (10%) of the cost of the Work completed by COUNTY) from any Monthly Rent payable, or other sums due LESSOR by COUNTY, hereunder. COUNTY agrees that, subject to Clauses 11 and 12 below, it will coordinate with LESSOR and LESSOR’s scheduling of the Work, and, among other things, COUNTY will insure that when the demising wall is constructed (Exhibit F, Section 2.1), it will remove all of its personal property from the area to be vacated and will insure that LESSOR’s contractors have sufficient room on the side of the demising wall which will be inside the Premises to perform the Work (*i.e.*, removal of all personal property from such area).

B. Remedies of COUNTY. If the Final Improvement Date (as defined in Clause 10(E)) fails to occur on or prior to the Completion Date, other than as a result of an event of Force Majeure (as defined in Clause 10(I)), or a delay caused by COUNTY, LESSOR shall be obligated to pay a penalty to COUNTY of Two Thousand Dollars (\$2,000) per day for the period from the Completion Date through the day prior to the Final Improvement Date. The foregoing remedy shall be COUNTY’s sole remedy in such event and under no circumstances shall COUNTY be entitled to terminate the Lease. 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 pursuant to this Lease.

C. Approvals: All planning and architectural/design costs required to accomplish the Building Improvements shall be LESSOR’s responsibility. All planning and architectural/design costs required to accomplish any Premises Improvements shall be COUNTY’s responsibility and shall be deducted from the Improvement Allowance (defined in Clause 10(G) below). All plans and working drawings for the Building Improvements, and the scope and specifications for the Building Improvements and the Premises Improvements (to the extent not set forth in Exhibit G), shall be subject to the prior approval of the Chief Real Estate Officer or designee, or the Project Manager (as defined below), or the SSA/Facilities 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 Chief Real Estate Officer or designee, Project Manager, or SSA/Facilities Manager shall not relieve LESSOR of the responsibility for complying with all applicable codes and

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construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

D. Punch List: Upon Substantial Completion (as defined below) of the Building Improvements, LESSOR shall request the SSA/Facilities Services Manager's 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 "**SSA Letter**"), and may be subject to completion of items on a "punch list," which shall be generated by COUNTY and included in the SSA Letter. COUNTY shall not be required to send the SSA Letter until COUNTY is satisfied that all of the Building Improvements have reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in COUNTY's sole but reasonable discretion. As used in this Clause 10(D), "**Substantial Completion**" means that the Building Improvements shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may continue to be occupied by COUNTY for the intended purposes subject to any "punch list" items.

In the event COUNTY's approval and acceptance of the Building Improvements is given along with a punch list, LESSOR shall complete all punch list items within twenty-one (21) working days following receipt of the SSA Letter. Should the items on the punch list not be completed within twenty-one (21) working 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 Two Hundred Dollars (\$200) per day for the period from the Final Improvement Date through the date that all punch list items have been completed.

E. Final Improvement Date: The "**Final Improvement Date**" means LESSOR's completion of the Building Improvements as determined by COUNTY and as evidenced by the SSA Letter, and completion of the items set forth in the punch list set forth in the SSA Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in COUNTY's reasonable discretion. If LESSOR and COUNTY do not agree as to whether the Final Improvement Date has occurred, the Final Improvement Date shall be deemed not to have occurred until both COUNTY and LESSOR agree that the Work and the punch list items are complete.

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 10(C) above.

G. Improvement Allowance: In addition to performing the Work, LESSOR hereby agrees to provide COUNTY with a tenant improvement allowance ("**Improvement Allowance**") of Five Hundred Thousand Dollars (\$500,000) toward the Premises Improvements (as defined in Exhibit E, Section 2, and including the Premises Improvements described in Section 2.1 of Exhibit F, even though the foregoing is part of the Work) or for any other Lease related expense, improvement or otherwise, as determined by the SSA Facilities Manager. The Improvement Allowance may be used at COUNTY's sole direction incrementally or in lump sum at any time during the Term. If the cost of the tenant improvement work requested by the COUNTY exceeds Five Hundred Thousand Dollars (\$500,000), after receipt of notice from LESSOR showing the overage, COUNTY may either (a) reduce the scope of the tenant improvement work, so that the total cost is less than Five Hundred Thousand Dollars (\$500,000) or (b) instruct LESSOR to perform the additional tenant improvement work, and in such event COUNTY shall be responsible to pay the overage amount to LESSOR. LESSOR shall invoice such overage amount to COUNTY along with the

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invoice for the next installment of Monthly Rent and COUNTY shall pay the amount of the overage to LESSOR along with the payment of Monthly Rent so invoiced. LESSOR shall not be required to perform any additional tenant improvement work which results in an overage of more than Seventy Five Thousand Dollars (\$75,000). If COUNTY requests additional tenant improvements which result in an overage of more than Seventy Five Thousand Dollars (\$75,000), then the parties will attempt in good faith to enter into an agreement for LESSOR to perform such work, subject to reimbursement from COUNTY and subject to other arrangements which will eliminate the risks to LESSOR resulting from the engagement of LESSOR's contractor to perform such work.

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 29 (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: As used in this Lease, "Force Majeure" means any prevention, delay or stoppage due to strikes, lockouts, labor disputes, substantially adverse weather conditions or other acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile governmental action, governmental moratorium or delays in the processing of permit or other approval applications, civil commotion, terrorist activities, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform. The occurrence of an event of 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 Monthly 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.

11. PAINTING BY LESSOR (4.2 N)

~~Within sixty (60) days after commencement of the sixth (6th) and eleventh (11th) years of the lease term, LESSOR shall repaint, at LESSOR's sole expense, all painted surfaces within the Premises. Said painting shall be accomplished during hours other than COUNTY's normal working hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture, window coverings, and fixtures necessary to repaint the Premises. Said repainting shall be of a kind and quality of Dunn-Edwards[®] semigloss paint or acceptable equivalent. Final selection of said kind and quality of paint shall be approved by COUNTY in writing prior to LESSOR ordering paint, and approval shall not unreasonably be withheld.~~

~~At COUNTY's sole option, COUNTY may elect to defer said repainting. Said deferral shall not release LESSOR from the obligation to repaint. Should COUNTY elect to defer said repainting, the Director,~~

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~~Social Services Agency, or designee, at least thirty (30) days prior to the scheduled repainting date, shall notify LESSOR in writing of COUNTY's decision to defer said repainting. This notice shall include the date COUNTY wishes the repainting to take place.~~

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~~Upon request of COUNTY, LESSOR shall touch up minor areas on an as-needed basis throughout the lease term.~~

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

Within ninety (90) days after COUNTY makes written request from LESSOR, and subject to Clause 10(G), LESSOR shall repaint all painted surfaces within the office portion of the Premises. COUNTY may make such request at any time and as many times during the Term that COUNTY desires. Said painting shall be accomplished during hours other than COUNTY Working Hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture, window coverings, and fixtures necessary to repaint the Premises. COUNTY shall, at its own cost and expense, be responsible for the movement and subsequent replacement of all computer equipment, electronic equipment, any other communication equipment, all otherwise sensitive equipment or files and for the personal effects of the COUNTY's employees. Said paint shall be of a kind and quality in accordance with **Exhibit H ("Painting and Flooring Specifications")**, unless COUNTY provides other specifications. The cost of said repainting shall be deducted from the Improvement Allowance in accordance with Clause 10(G) above. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 16(B) of this Lease.

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12 **12. CARPETING FLOORING BY LESSOR (4.3 N)**

14 ~~Within sixty (60) days after commencement of the sixth (6th) and eleventh (11th) years of the lease term.~~

~~LESSOR shall recarpet, at LESSOR's sole expense, all carpeted surfaces within the Premises, including replacing VCT and Baseboards at COUNTY's sole option. Said recarpeting shall be accomplished during hours other than COUNTY's normal working hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture and fixtures necessary to recarpet the Premises. Carpet shall be 100% continuous filament nylon (Antron or equivalent) or carpet tiles, with static control, yarn weight per square yard a minimum 26 ounce level loop to minimum 35 ounce cut pile, 1/8" to 5/32" gauge, 9.5 to 10.5 stitches per inch and have .150" to .290" pile height, and solution dyed. Carpet shall be direct glue down. Final selection of kind and quality, either roll-out or carpet tiles, shall be approved by COUNTY in writing prior to LESSOR's ordering carpet, and approval shall not unreasonably be withheld.~~

~~At COUNTY's sole option, COUNTY may elect to defer said recarpeting. Said deferral shall not release LESSOR from the obligation to recarpet. Should COUNTY elect to defer said recarpeting, the Director, Social Services Agency, or designee, at least thirty (30) days prior to the scheduled recarpeting date, shall notify~~

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~~LESSOR in writing of COUNTY's decision to defer said recarpeting. This notice shall include the date COUNTY wishes the recarpeting to take place.~~

~~Upon request of COUNTY, LESSOR shall recarpet minor areas on an as needed basis throughout the lease term. Should LESSOR fail to comply with the provisions of this clause, COUNTY shall have the option to complete said recarpeting and deduct the cost thereof including overhead, from any rent payable.~~

Within ninety (90) days after COUNTY makes written request from LESSOR, and subject to Clause 10(G), LESSOR shall recarpet all carpeted surfaces and replace all vinyl floors including baseboards (“**Re-Flooring**”) within the office portion of the Premises. COUNTY may make such request at any time and as many times during the Term that COUNTY desires. Said Re-Flooring shall be accomplished during hours other than COUNTY Working Hours. LESSOR shall be responsible for the movement and subsequent replacement of all furniture and fixtures necessary to recarpet the Premises. COUNTY shall, at its own cost and expense, be responsible for the movement and subsequent replacement of all computer equipment, electronic equipment, any other communication equipment, and all otherwise sensitive equipment identified by the SSA/Facilities Services Manager. Said carpet and vinyl tiles shall meet the specifications provided in the attached Exhibit H (“**Painting and Flooring Specifications**”) or acceptable equivalent approved by the SSA/Facilities Services Manager, unless COUNTY provides other specifications. The cost of such Re-Flooring shall be deducted from the Improvement Allowance in accordance with Clause 10(G) above. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 16(B) of this Lease.

13. ALTERATIONS (4.4 N)

At COUNTY's sole cost and expense, and upon prior written approval from LESSOR, which approval shall not be unreasonably withheld or delayed, 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. 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, who shall have the right to remove same. COUNTY agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

14. COUNTY REQUESTED ALTERATIONS (N)

COUNTY may, during the term of the Lease, request LESSOR to make improvements and changes in the Premises, including but not limited to the installation of fixtures, partitions, counters, shelving, and

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equipment as deemed necessary. It is agreed that any such COUNTY-requested and LESSOR-installed
 2 'fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises shall be
 considered as personal property of COUNTY, who shall have the right to remove same. COUNTY agrees
 4 ! that the Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6 ; All plans and working drawings for the improvements and changes, as well as the final work and cost
 thereof, shall have the approval of LESSOR and COUNTY prior to the commencement of the
 8 ; improvements. The cost of all such improvements shall be made by LESSOR at LESSOR's sole cost. and
 reimbursed in lump sum as additional rerr: by COUNTY upon receipt by COUNTY from LESSOR of a
 10 written claim for such reimbursement.

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

18 | 15. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.5 S)

20 LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication
 22 devices in, on, or around the Premises and LESSOR's building in accordance with COUNTY's OCTNET
 plans and specifications provided that the provisions of the clause entitled (ALTERATIONS) shall be
 24 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 26
 _ necessary or appropriate, to obtain said permits and/or approvals.

28 | 16. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)

30 ~~LESSOR shall provide at its own cost and expense all repair, maintenance (including fire extinguishers),
 32 and janitorial supplies and services to Premises (including but not limited to the repair and
 34 maintenance of
 the HVAC system, roof, parking lot, exterior walls/doors/door jams -- painted or otherwise, and landscape):
 36 except COUNTY shall provide and pay for its own janitorial service for the Additional Warehouse Space.
 Janitorial supplies and services shall be provided on a five day per week basis in accordance with Exhibit "D"
 (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof.~~

38 ~~If LESSOR fails to provide required repair, maintenance, and janitorial services to the Premises,
 COUNTY's Social Services Agency may notify LESSOR in writing; and if LESSOR does not instigate
 40 measures to provide required service and/or to remedy the unsatisfactory conditions within four (4) days after
 COUNTY has placed such notice in the mail to LESSOR directed to the address shown for LESSOR
 42 in the clause entitled (NOTICES) below, or has personally delivered such notice to LESSOR, COUNTY
 may provide the repair, maintenance, and/or janitorial service necessary to remedy the unsatisfactory
 46 44 condition and assure required service or have others do so, and deduct the cost thereof,
 including labor, materials, and any overhead, from any rent payable.~~

~~If LESSOR fails to provide required janitorial supplies to Premises, COUNTY's Social Services Agency~~

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~~48 may notify LESSOR either verbally or in writing; and if LESSOR does not provide required janitorial supplies within twenty four (24) hours after LESSOR has received such notice from COUNTY, COUNTY~~

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~~'may provide the janitorial supplies necessary or have others do so, and deduct the cost thereof, including labor, materials, and any overhead, from any rent payable.~~

~~4 If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs and/or services
 6 which pose a threat to persons, property or any of COUNTY's operations the same day any said emergency
 8 repairs and/or services are necessary to remedy the emergency condition, or if LESSOR following such
 10 contact by COUNTY is unable or refuses to make the necessary repairs or provide the necessary services,
 12 COUNTY may at its option have the necessary repairs made and/or provide services to remedy the
 14 emergency condition, and deduct the cost thereof, including labor, materials, and any overhead, from any
 16 rent payable.~~

~~12 In the event any damage to the Premises is caused as a result of willful misconduct from COUNTY
 14 employees, repairs are to be made by the LESSOR, but the cost of such repairs shall be reimbursed by the
 16 COUNTY within sixty (60) days' from receipt of an invoice detailing materials and labor submitted by
 18 (LESSOR to COUNTY.~~

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

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

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 and pest control, and whether capital or non-capital (collectively, and together with the janitorial services described in Clause 16(D) below, the "Services"). LESSOR shall provide COUNTY with a complete copy of the janitorial and any other contracts for Services of an ongoing nature upon request. 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. Such repair, maintenance and replacement shall be made promptly to keep the Premises and the Building in the condition described in this Clause 16. Should LESSOR default in its obligations under this clause, the COUNTY may exercise those remedies set forth in Clause 16(B) of this Lease.

B. County Remedies. If LESSOR fails to provide the Services within fifteen (15) days after SSA/Facilities Services Manager provides written notice thereof to LESSOR specifying any such default and affording LESSOR such fifteen (15) day period to complete the cure of such default (provided, however, that if the cure cannot reasonably be completed within such time period, LESSOR shall be afforded an additional reasonable amount of time to complete the cure, as long as LESSOR commences the cure within such time period and diligently pursues same to completion), without limiting any available remedy to COUNTY, COUNTY may, upon written notice to LESSOR (and LESSOR's lender, to the extent contact information for such lender has been provided in writing to COUNTY) and at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof (plus and administrative charge of ten percent (10%) of the cost) from any Monthly Rent payable without further notice.

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- C. **Warranties.** LESSOR shall initiate at purchase, and keep in force, all manufacturers' warranties including extended warranties for all building equipment. When manufacturer's 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 upon receipt of any inspection report. LESSOR shall authorize Vendors to provide COUNTY with copies of said reports.
- D. **Janitorial Services.** Janitorial supplies and services shall be provided to the Premises consistent with the past practices of LESSOR at the Premises during COUNTY's tenancy on a five (5) day per week basis in accordance with Revised Exhibit D (JANITORIAL SPECIFICATIONS) attached hereto and made a part hereof. In addition, upon request of COUNTY, LESSOR agrees to provide a copy of the contract with the day porter (as described in Revised Exhibit D) to COUNTY. LESSOR understands that these services are a material consideration of this Lease to COUNTY.
- E. **Code Compliance.** LESSOR shall be 100% responsible throughout the Term for any cost in the Premises, including all parking facilities, walkways, entrances, hallways and other public spaces, restrooms, elevators, stairwells and other devices or pathways for ingress and egress to the Premises regardless of cause (other than any actions of COUNTY in breach of this Lease which trigger code compliance) including COUNTY required improvements that trigger any code compliance with all the requirements of the Americans with Disabilities Act and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code. LESSOR agrees to reimburse and indemnify and defend COUNTY for any expenses incurred because of the failure of the Premises to conform with the above cited law and regulations, 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 law and regulations, and all reasonable legal expenses incurred in defending claims made under the above-cited law and regulations, including reasonable attorneys' fees. Should LESSOR fail to comply with the provisions of this clause, the COUNTY may exercise those remedies set forth in Clause 16(B) of this Lease.
- F. **HVAC System.** Air conditioning will be supplied to cause the temperature in the interior air-conditioned portions of the Premises, consisting of the office space and the adjacent file storage section of the warehouse, at a temperature consistent with office space and file storage areas, as the case may be, in other office buildings in Orange County, California, which are typically not less than 69° F not greater than 76° F during all COUNTY Working Hours. COUNTY acknowledges that there may be minor fluctuations in temperature during COUNTY Working Hours and that temporary, minor fluctuations will not cause LESSOR to be in default hereunder. Moreover, any measurements of temperatures shall be made in the center of each room at five (5) feet from the floor.

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

Hours of Operation

6:00 a.m. to 7:00 p.m.

Days of OperationMonday through
Friday

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7:00 a.m. to 5:00 p.m.

Saturday

Except for COUNTY Holidays, which holidays shall be provided to LESSOR on a yearly basis upon request to COUNTY. Some additional overtime hours may be used from time-to-time on any day, including Sundays, but said overtime hours shall be restricted to a timer or other limiting measures agreed to by LESSOR and COUNTY.

Notwithstanding the utilities provided during COUNTY Working Hours, LESSOR shall provide HVAC services to the office and file storage portion of the Premises only commencing at a reasonable time prior to the beginning of COUNTY Working Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout COUNTY Working Hours. There shall be no extra utility charges for HVAC services prior to the beginning of COUNTY Working Hours.

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 Base Rent payable without further notice.

- G. **Emergency Services.** If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs (as determined by the COUNTY) and/or Services the same day any emergency repairs and/or 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 make the necessary repairs or provide the necessary Services, COUNTY may at its option have the necessary repairs made and/or provide Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Monthly Rent payable without further notice.
- H. **County Misconduct.** In the event any damage to the Premises or any systems therein is caused as a result of the negligence or willful misconduct of COUNTY employees or contractors, repairs are to be made by LESSOR, but the cost of such repairs shall be reimbursed by COUNTY within sixty (60) days from receipt of an invoice by LESSOR detailing materials and labor.
- I. **Remedies for Shut Down.** Should COUNTY be forced to shut down its operations within the Premises due to LESSOR’s failure to provide Services required by this Clause 16, LESSOR shall be responsible for the actual cost to COUNTY of such a shut down.

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LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises, except telephone, internet or other telecommunications services, which shall be the obligation of COUNTY. ~~shall provide and pay for its own utilities for the Additional Warehouse Space. Should LESSOR fail to provide utility service to the Premises, COUNTY may provide such service and deduct the cost thereof, including any overhead, from any Monthly Rent payable. LESSOR may utilize zoning and area controls on HVAC and utilities to promote efficient use of utilities in Premises. COUNTY's hours of operation will be approximately from 6:00 a.m. to 7:00 p.m., Monday through Friday and from 7:00 a.m. to 5:00 p.m. on Saturdays. Some additional overtime hours may be used from time to time on any day, including Sundays, but said overtime hours shall be restricted to a timer or other limiting measures agreed to by LESSOR and COUNTY.~~

18. INSURANCE (5.3 N)

Property/Fire Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of property and fire insurance with extended coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by LESSOR) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("all risk" as such term is used in the insurance industry, including earthquake and flood). Earthquake and flood insurance shall be at commercially reasonable rates, and in the event said insurance is commercially unavailable during the same period as when LESSOR's insurance is to be renewed, said insurance will not be required during such period of unavailability.

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

LESSOR'S insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or companies) acceptable to COUNTY and licensed to do business in the state of California which may be a Best Rating (b) shall provide that such policies shall not be subject to material alteration or cancellation without at least thirty (30) days prior written notice to COUNTY, and (c) shall be primary as to liability only. and any insurance maintained by COUNTY shall be excess and non-contributing. LESSOR's policy or policies, or duly executed certificates for them, shall be deposited with COUNTY prior to the Commencement Date of this Lease, and prior to renewal of such policies. If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR under this Lease, COUNTY may, but shall not be required to, order such insurance and deduct the cost thereof plus any COUNTY administrative charges from the rent thereafter payable.

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

COUNTY also agrees to either self insure or commercially insure, for the amounts and coverage's required by this clause. for any general liability caused by COUNTY's acts or omissions.

19. LIABILITY (5.4 S)

; LESSOR and COUNTY each agree to assume sole responsibility to defend against any and all claims for injuries to persons or damage to property which may arise, in whole or in part, from the imposition of legal liability for the acts, omissions and conduct of the LESSOR on the one hand or COUNTY on the other, and specifically agree that neither LESSOR nor COUNTY shall be obligated to defend or indemnify the other for claims which create potential legal liability arising out of the acts, omissions or conduct of the other party to this Lease.

20 TAXES AND ASSESSMENTS (5.6 S)

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

21. BUILDING AND SAFETY REQUIREMENTS (5.7 S)

During the full term 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

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50 applicable on the date of this Lease, and as they may be subsequently amended.

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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.

LESSOR further agrees to 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, I 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.

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

A. Terminate this Lease; 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 from the

rent. COUNTY shall maintain COUNTY-installed alterations in compliance with the terms and conditions of this clause.

22. TOXIC MATERIALS (5.9 S)

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 defend, indemnify and hold LESSOR, its officers, members, 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 hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Administrative Code of Regulations (collectively "Toxic Materials"). LESSOR shall be responsible for and shall defend, indemnify and hold COUNTY, 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 previous, current and future storage, use and disposal of Toxic Materials on the Premises (or building if the Premises comprises only a portion of said building) by LESSOR. 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, LESSOR shall promptly take any and all action necessary to clean up such contamination.

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23. ASSIGNMENT (6.1 S)

COUNTY shall not assign this Lease without the prior written consent of LESSOR, which consent shall not
 4 !unreasonably be withheld.

6 .In the event COUNTY desires to assign this Lease, COUNTY shall deliver all documents relating to such
 ;assignment to LESSOR and LESSOR shall respond within fifteen (15) days after receipt of all documents 8
 :relating to such assignment that it consents or does not consent to such assignment on the same terms as
 'those proposed. LESSOR's failure to respond within said time period shall be deemed an approval by
 10 LESSOR.

12 ; In the event LESSOR consents to any proposed assignment contemplated hereunder, COUNTY shall have
 no further liability under this Lease from Ind after the effective date of such assignment.

14

16 24. SUBLEASE (6.2 S)

18 !COUNTY shall not sublet all or any part of the Premises without the prior written consent of LESSOR.
 !which consent shall not unreasonably be withheld. Consent by LESSOR to any sublease shall not relieve
 20 !COUNTY from obtaining written consent to any subsequent sublease.

"71 In the event COUNTY desires to sublet this Lease, COUNTY shall deliver all documents relating to
 subletting to LESSOR and LESSOR shall respond within fifteen (15) days after receipt of all documents
 24 relating to such subletting that it consents or does not consent to such sublease on the same terms as
 those
 proposed. LESSOR's failure to respond within said time period shall be deemed an approval by LESSOR.
 26

28 .25. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 S)

30 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
 32 , 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
 34 COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall
 I not result in the termination of this Lease or the displacement of COUNTY.

36

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the
 38 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
 40 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
 42 and effect. Said attornment shall be effective and self-operative immediately upon succession of the current
 titleholder, or its successors in interest, to a e interest of LESSOR under this Lease.

44

46 Notwithstanding the above, this Lease is contingent upon LESSOR obtaining a *Subordination, Attornment*
and Non-Disturbance Agreement from any lender with a security interest, within thirty (30) days of
 48 LESSOR's execution of this Lease. LESSOR shall require all future lenders on the Premises, upon initiation
 of their interest in the Premises, to enter into a *Subordination, Attornment and Non-Disturbance Agreement*

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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

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form *Subordination, Attornment and Non-Disturbance Agreement* or in a form approved by COUNTY's Director, Social Services Agency, or designee, CEO/Real Estate and County Counsel.

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

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

26. ESTOPPEL CERTIFICATE (6.5 S)

COUNTY agrees that its Director, Social Services Agency, or designee, shall furnish from time to time upon receipt of a written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to the current status of the Lease. The *Estoppel Certificate* shall be approved by COUNTY's Director, Social Services Agency, or designee, CEO/Real Estate, and County Counsel.

20

27. DEFAULTS AND REMEDIES (6.8 5)

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

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

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

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

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

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

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

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EXHIBIT E

28. DEBT LIMIT (6.9 S)

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. Such rights or remedies may include a right to continue the COUNTY's, right of possession under the Lease and sue for the rent as it becomes past due.

29. LABOR CODE COMPLIANCE (6.10 S)

LESSOR acknowledges and agrees that a,1 work on physical modifications required to be performed as a condition precedent to the commencement of the term of this Lease or any such future work performed by 22 LESSOR at the request of COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are not applicable to modifications costing not more than \$1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing 28 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 a Foresaid structural modifications from the Director of the State Department of Industrial Relations. LESSOR herein agrees that LESSOR shall post, or cause to be posted, a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Copies of said prevailing wage rates may be obtained from COUNTY's Social Services Agency/Real Property Services. In addition, LESSOR shall provide continuously updated certified payroll records to COUNTY.

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

30. COMMISSION (6.11 N)

~~COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to COUNTY Two Hundred Forty Five Thousand Two Hundred Twenty One Dollars and Twenty Seven Cents (\$245,221.27) commission as a result of this lease transaction, based on the initial 10-year term for one hundred twenty thousand (120,000) square feet of space. Said commission shall be paid to COUNTY within five (5) working days after execution of this Lease by COUNTY. Said commission payment shall be made payable to the "County of Orange" and delivered to: Manager, Social Services Agency/Real Property Services, 888 North Main Street, Santa Ana, California, 92701-3518.~~

EXHIBIT E

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EXHIBIT E

~~In the event COUNTY exercises said Option to Extend Term, LESSOR to pay COUNTY One Hundred Sixty Thousand One Hundred Seventy Three Dollars and Thirty Five Cents (\$160,173.35) commission as a result of the extension of the Lease. Said commission shall be paid to COUNTY within five (5) working= days after the commencement date of the Option to Extend. Said commission payment shall be made payable to COUNTY and delivered to the COUNTY as provided above.~~

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

~~The brokerage firm Collins Commercial represents the LESSOR exclusively and COUNTY represents itself exclusively, with the LESSOR and COUNTY in agreement that no other representatives are a party to this Lease agreement. No commissions shall be paid to any party for leasing the Additional Warehouse Space.~~

COUNTY's obligations and responsibilities under this Lease are contingent upon the LESSOR paying to COUNTY Three Hundred Forty Three Thousand Five Hundred Eighty Two Dollars and Eleven Cents (\$343,582.11) commission as a result of the preparation and execution of the First Amendment to this Lease. Said commission shall be paid to COUNTY within one hundred twenty (120) days after the Effective Date (or sooner, if LESSOR refinances the property of which the Premises are a part). Said commission payment shall be made payable to the "County of Orange" and delivered COUNTY's Chief Real Estate Officer at 333 W. Santa Ana Boulevard, Third Floor, Santa Ana, California 92703.

Should COUNTY not receive the above amount within the specified time period, COUNTY may deduct any unpaid amount from future Monthly Rent, or any other sum payable to LESSOR.

LESSOR shall pay Jones Lang LaSalle ("JLL") who provided representation to COUNTY on this specific lease transaction a lease commission equivalent to Three Hundred Thirty Thousand One Hundred Eight Dollars and Thirty Cents (\$330,108.30) and pursuant to a separate agreement between LESSOR and JLL.

31. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)

In order to comply with child support requirements of the County of Orange, LESSOR hereby furnishes COUNTY's Director, Social Services Ages, or designee, COUNTY's standard form, *District Attorney Child Support Enforcement Certification Requirements*. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

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

EXHIBIT E

- d) A certification that the LESSOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LESSOR to continuously comply with all federal and state reporting requirements for child support enforcement or to comply with all awfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Lease. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's Director, Social Services Agency, or designee, shall constitute grounds for termination of this Lease.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

32. COUNTY'S RIGHT TO LEASE ADDITIONAL SPACE (2.5 N)

Should additional space become available within LESSOR's building or property, either as a result of the termination of occupancy of another building tenant, or construction by LESSOR of additional space onto LESSOR's building, COUNTY shall have the right of first refusal to lease such additional space. COUNTY's right of first refusal shall extend for a period of TEN (10) days following COUNTY's receipt of

EXHIBIT E

LESSOR's written notice of the availability of said space. COUNTY's occupancy of said space shall be subject to the terms and conditions of this Lease and rental for said space shall be based upon the rental rate which COUNTY is paying for the Premises at the time COUNTY's occupancy of the additional space commences.

33. NOTICES (8.1 S)

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

TO: LESSOR

~~Leed Warner LLC
C/o Nathan Leanse
Managing Member
P.O. Box 17777
Beverly Hills, CA 90209
Phone: (310) 701-8075
Fax: (310) 553-2034 E-
mail: nleanse@pacbell.net~~

TO: COUNTY

~~County of Orange
Social Services Agency/Real Property Services
888 North Main Street
Santa Ana, CA 92701-3158
Attn: Manager, Real Property Services
Phone: (714) 541-7849
Fax: (714) 245-6005~~

All notices given pursuant to this Lease shall be in writing (unless otherwise specified herein), addressed as set forth below or as either Party may hereafter designate by notice and shall be deemed delivered (a) upon personal delivery (which shall include delivery by a courier or overnight delivery service), or (b) delivery by e-mail transmission (provided that a copy of such notice is concurrently sent by one of the other methods of service) but only if sent during COUNTY Working Hours, or otherwise on the next business day, or (c) seventy-two (72) hours after deposit in the United States Mail.

TO: LESSOR

Leed Warner, LLC
c/o L2 Development
9538 Brighton Way, Suite 321
Beverly Hills, California 90210
Attention: Elizabeth Leanse
Phone: (310) 428-2952
E-mail: elizabeth@L2Development.com

TO: COUNTY

County of Orange
Social Services Agency
500 N. State College Boulevard, 6th Floor
Orange, CA 92868
Attn: Director, Administrative Services
Phone: (714) 541-7712
Fax: (714) 541-7811
E-mail: An.Tran@ssa.ocgov.com

With a copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer
Phone: (714) 834-3046
Fax: (714) 834-5355
E-mail: Scott.Mayer@ocgov.com

EXHIBIT E**34. ATTACHMENTS (8.2 S)**

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

I. GENERAL CONDITIONS**II. EXHIBITS**

- A. ~~Description—~~Premises**
- B. ~~Plot Plan—~~Premises**
- C. ~~Plans and Specifications~~**
- D. ~~Janitorial Specifications~~**

Revised Exhibit A.	Description - Premises
Revised Exhibit B.	Plot Plan – Premises
Revised Exhibit D.	Janitorial Specifications
Exhibit E.	Termination Cost Amortization
Exhibit F.	Work Letter
Exhibit G.	Scope of Work

- A.** Exhibit H. Carpet and Flooring Specifications

36. STRUCTURAL/LATENT DEFECTS (N)

LESSOR, at LESSOR's sole cost and expense, shall be one hundred percent (100%) responsible for repair of any and all structural defects including roof and flooring and/or latent defects in the Building over the Term (including earthquake damage). Further, LESSOR's cost for repair of any and all structural and/or latent defects shall be excluded from any operating expenses which would otherwise be passed through to COUNTY.

In addition to all of LESSOR's other obligations under this Lease, if at any time a governmental agency (other than COUNTY) requires that the electrical systems in the Premises be upgraded to comply with

EXHIBIT E

Title 24, including any such requirement triggered by any COUNTY work or work requested by COUNTY for LESSOR to perform, LESSOR will perform such work (including but not limited to materials, labor, planning and architectural costs, and permit fees) at LESSOR's sole costs and expense.

EXHIBIT E

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

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EXHIBIT E

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

APPROVED AS TO FORM:

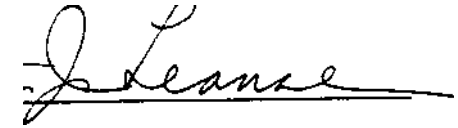
LAURENCE M. W • T • N
County Counsel

By  _____
Deputy County Counsel

Date 7/17/10

LESSOR

**LEER WARNER, LLC, a California limited
liability company**

By  _____

Nathan T T
Managing Member **Print Name**
and Title

RECOMMENDED FOR APPROVAL:

SOCIAL SERVICES AGENCY

By A e l
Chief Deputy Director

Social Services Agency/Real Property Services

COUNTY

By I.C.; Real Property
Agent



COUNTY OF ORANGE

By 4AL
Chairman, Board of Supervisors

**SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF THE
BOARD**



DARLENE J. BLOOM **I'**
Clerk of the Board of Supervisors
of Orange County, California

EXHIBIT E

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137 7/6/00

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EXHIBIT E**GENERAL CONDITIONS (9.1 S — 9.17 S)****1. LEASE ORGANIZATION (9.1 S)**

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

INSPECTION (9.2 S)

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

3. SUCCESSORS IN INTEREST (9.3 S)

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

4. DESTRUCTION OF OR DAMAGE TO PREMISES (9.4 S)

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

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

In the event of a Partial Destruction of the Premises, LESSOR shall immediately pursue completion of all repairs necessary to restore the Premises to the condition, 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 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.

EXHIBIT E

Lease Warner-a GA 1213-137
7/6/00

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EXHIBIT E

I 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 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

6 i COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the Premises to an
i occupiable condition (including replacement of all tenant improvements) within 180 days of the occurrence
S i of said destruction or within an extended time frame as may be authorized, in writing, by COUNTY,
I COUNTY may, at COUNTY's sole option terminate this Lease or complete the restoration and deduct the
10 entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

12 I Further, LESSOR, at COUNTY's request, 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.
14 i at market rate, under a short-term lease, for which the COUNTY will reimburse LESSOR the cost thereof.
on a monthly basis.

16

18 5. AMENDMENT (9.5 S)

/0 This Lease sets forth the entire agreement between LESSOR and COUNTY and any modification must be in the form of a written amendment.

24 6. PARTIAL INVALIDITY (9.6 S)

26 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
28 shall in no way be affected, impaired, or invalidated thereby.

30

7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by
34 reason of acts of God, 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.

36 I Financial inability shall not be considered a circumstance excusing performance under this Lease.

38

40 8. STATE AUDIT (9.8 S)

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
42 (\$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
44 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.

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EXHIBIT E

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7/6/00

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EXHIBIT E

9. WAIVER OF RIGHTS (9.9 S)

4 :The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions, and
 6 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.

S

10. HOLDING OVER (9.10 S)-

12 , 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
 14 conditions and covenants contained in this Lease.

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11. HAZARDOUS MATERIALS (9.11 S)

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LESSOR warrants that the Premises is free and clear of all hazardous materials or substances.

"11

12. EARTHQUAKE SAFETY (9.12 S)

24 and
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LESSOR warrants that the Premises is in compliance with all applicable seismic safety regulations
 building codes.

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113. QUIET ENJOYMENT (9.13 S)

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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.

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14. PROCESSING FEES (9.14 S)

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LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as a
 result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and
 Estoppel Certificates) required to satisfy LESSOR's Lender whether or not said Lender decides to grant a loan
 to LESSOR. Said compensation amount shall be determined by multiplying the hourly rate of COUNTY's
Social Services Agency/Real Property Agent by the number of hours spent to negotiate, prepare and execute
 said documents and shall be paid to COUNTY within thirty (30) days of LESSOR's receipt of COUNTY's
 invoice for said administrative services. Should LESSOR fail to compensate COUNTY within said thirty (30)
 days, COUNTY has the option to deduct the amount from the rent thereafter payable.

EXHIBIT E

Lease Warner-a GA 1213-137
7/6/00

Page 3 of 4

EXHIBIT E**WAIVER OF JURY TRIAL. (9.15 S)**

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

16. GOVERNING LAW AND VENUE. (9.16 S)

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

17. TIME (9.17 S)

Time is of the essence of this Lease.

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EXHIBIT E

LEASE DESCRIPTION (11.1 S)

PROJECT NO: GA 1213-137DATE: 7/6/00PROJECT: SSA/Records and Adult ServicesVERIFIED BY: Jon Bordeaux

~~All the Premises shown cross hatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of that certain two 2) story office/warehouse building with COUNTY's total portion of space being one hundred forty four thousand seven hundred ninety two (044,792) square feet within which there is twenty five thousand square feet referred to as "Additional Warehouse Space", all of which is located at 1505 East Warner in the City of Santa Ma, County of Orange, State of California, and located on Assessor's Parcel Numbers 403-082-02 and 014-173-02 recorded in Book 56, Page 20 Parcel 1 of Miscellaneous Maps in the office of the County Recorder of the County of Orange together with the exclusive use of three hundred five (305) parking spaces; with COUNTY having the free and non-exclusive right of ingress and egress of pedestrian and vehicle traffic through the west, north/west sections of the Premises reaching the street of Saint Gertrude Place.~~

All the Premises shown crosshatched on a plot plan marked Revised Exhibit B, attached to this First Amendment and made a part hereof, being a portion of that certain two-story office/warehouse building located at 1505 East Warner Avenue in the City of Santa Ana, County of Orange, State of California, which Premises comprise approximately 134,792 rentable square feet, exclusive use of two hundred eighty five (285) parking spaces in the parking lot as identified on Revised Exhibit B, along with free and non-exclusive right of ingress and egress of pedestrian and vehicle traffic through the west, north/west sections of the property reaching the street of Saint Gertrude Place.

NOT TO BE RECORDED

EXHIBIT E

REVISED EXHIBIT A

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EXHIBIT E

Lease Warner-a GA 1213-137
7/6/00

EXHIBIT B

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GA 1213-137 SS/Records and Adult Services 1505 East Warner, Santa Ana CA	Prepared By: JWB	COUNTY OF ORANGE Social Services Agency 144,792 Rentable SF
	Not to Scale	
	Date: 7/6/00	

EXHIBIT E

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LOCATION MAP - SECOND FLOOR

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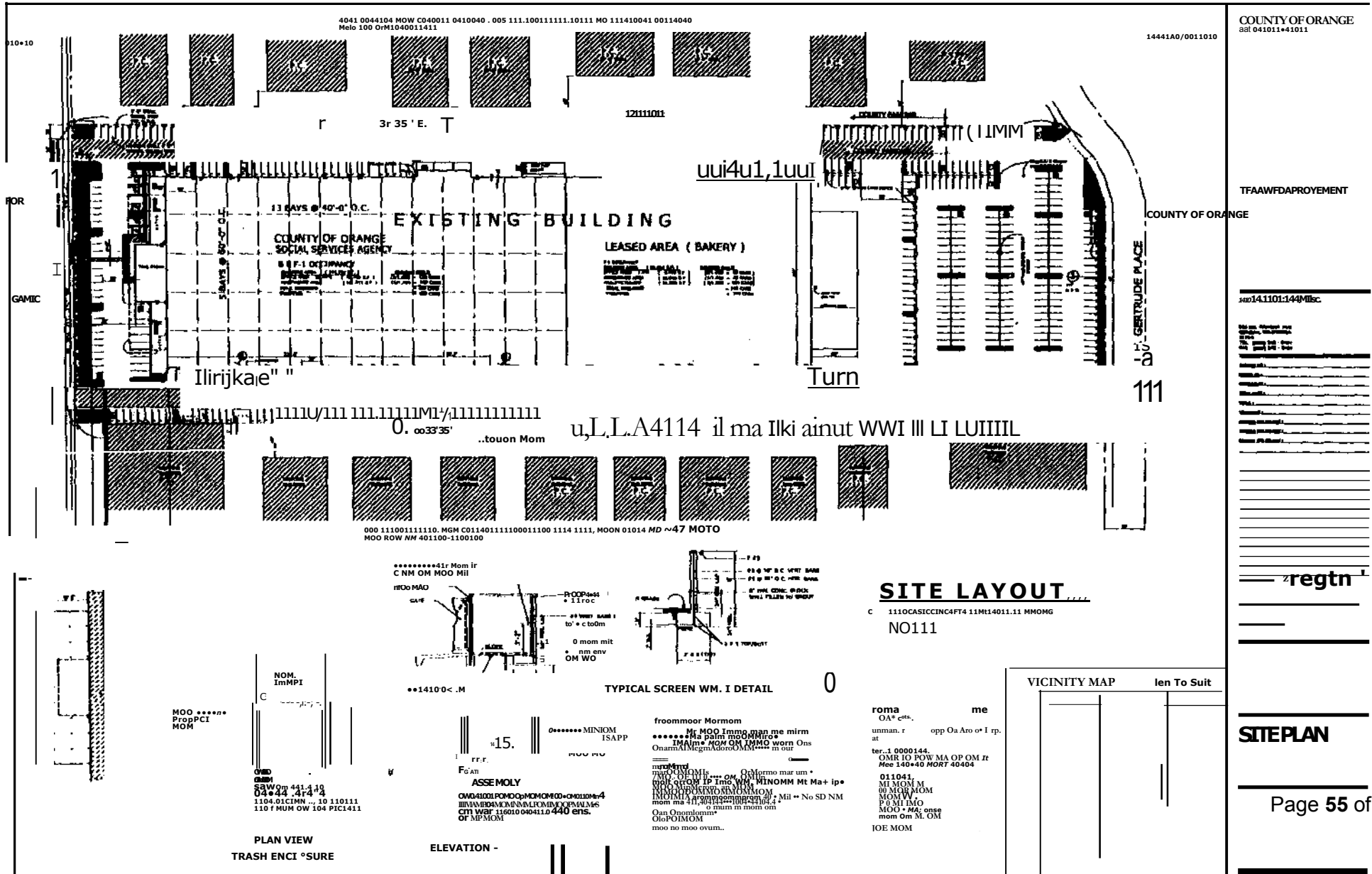
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EXHIBIT E



XHIBIT C

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EXHIBIT E

2

EXHIBIT E

COUNTY OF ORANGE
1111.11, MIMI MORN
VMS .4.04.....

1121ANT 1mPAGYEMEICT
FOR
COUNTY OF ORANGE

GNL1101:11411:10 CA= NC

In. Menu Ni
Im*****

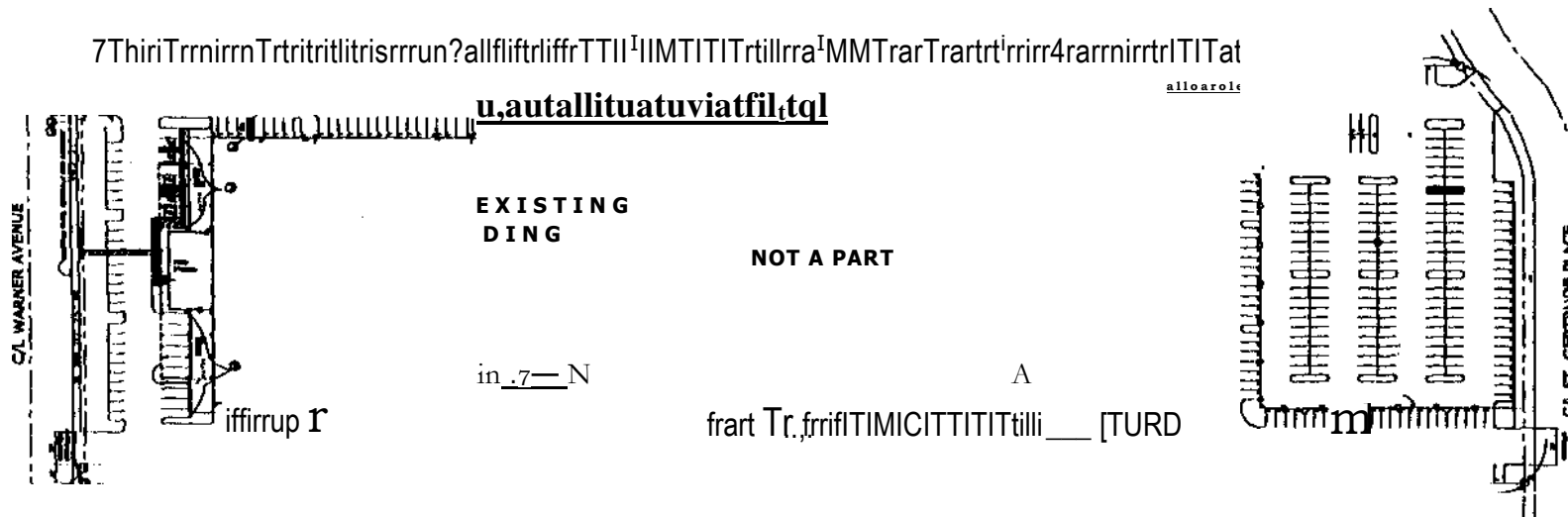
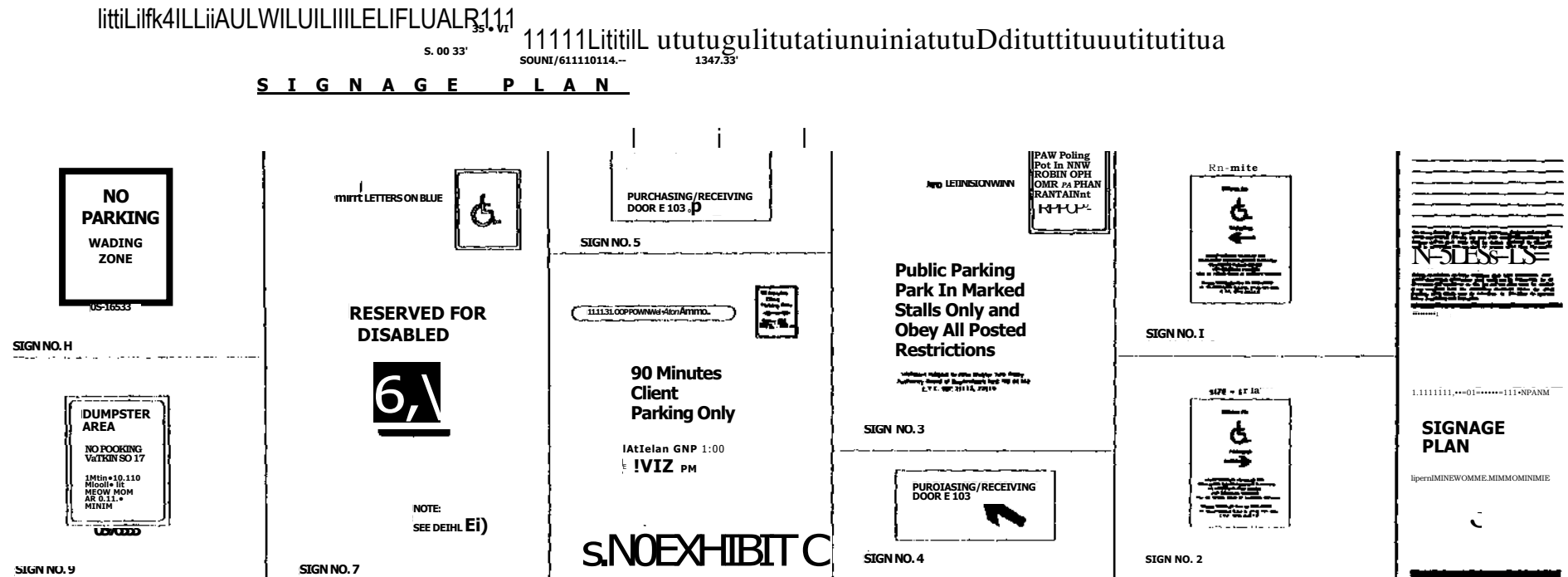


EXHIBIT E



CITY OF SANTA ANA BUILDING SECURITY REGULATIONS

COUNTY OF ORANGE

iS. 2-101. *****b.

(+) *****Z ***** 4111. 0.1***

l. is 11. ***** down W. 0.-

(I) V. ***** 00+11 l..w ***** .01***** of De O..

(VII) DIM.. wlib ***** In.. Ming

(I) Abr ***** rM Y. + whin. M.o. .0112 MAN

and ***** 101.1. + 1.4. +11

lur.....4.14.1 be 101. 11---

DI as. *****1 is. ***** Is is. Pl. *****

1101 .11 O. p/14. + ***** h. 4.

***** 01 ---W....001.

(I) 11.14. *****

***** b. *****

OMAIL pet 1.4. l.r l. gw 1+11. Si M ***** 10(0)

***** P.m ***** 11 Ond

r... In odd. dn. ***** D. ind

Den is. (1) ma. P. *****

(10 ***** arr. db. WNW. O. *****

11 ***** 1 ***** wltir AM be dwl. ni 00 IM is.

***** b ***** gram Nto 4+11. b. ll. de. 4041

1.41.011.

(.) 0 ***** 10.1 ***** MO. (I) l. In .11. ***** le. M.

(1) l. Y. 144. ph. 1+11. b.. M ***** olds of NO d+.

O r. 1 is. (11) ***** 2.4. 0

***** re. on at. ***** 11. anor. + al. b. wry be

04 ***** MDU ***** NL

rod. r 4 ***** r. b. 4.11.4 ed..

doe is ***** el +1111.4.40. IND *****

***** (2/11) bah rod..

(I) ***** 1.11 ***** 110 MM 10 ***** 1 ...Ms.

41 ***** oholl Dm + In. ***** 171 ***** M

1 ***** wall + is 4 *****

is. 0.11 4. (U1)

***** 0.11

***** 0.11

(.) ***** wad MUM ***** Ir monied el. b. 4.011 On.

***** (2/11) ***** dont A. + wig. +1.0.11..

1.11 r di.. OD +1.1 1.1.01 end +. 0.2*

4 pin 14.111. 11+ 1001... when

In ***** prOlow

(I) IS. ***** +.140 l..Y 1.11 ***** +.11 ft. (1)

l. Mb. sp.. +1118 IS. 11 is. 2144 r. rionding In.

l. ***** nein. 1.4 (5) 1rh.

P.01/1 ***** 41 ***** owe. te bp*

re. Is 1. de. 541 1.11. ***** 111

1.121-had l. 11-11-P5 is. 101-1/14. 1. 10-14-81)

s... a 101. 11.1 ***** 4+11

IS. 1.4 ***** we. be ***** 1. N... swi

W. ***** err h.

(1) Ir. 1.1+1. ***** 11101 M ***** 118 *****

building ***** end rod. +11

2=1 *****

alb l. bob ***** 04 ***** 1.1. In .411. 5-111 (1:2r,

1. l-111. 1 ***** w.Mr.l 111. *****

(I) b.511 ***** glow ***** r ***** dr. MD

O ***** rd ***** 41. 4+11 is

is. 0.1

is ***** l-11. (0.1 ***** elan. *****

prot11.1)

ts) ar.tyra..

o ***** 44+4 Ob. ***** rid 1.1.

***** r rho *****

***** 10.01 ***** 21(b)

***** 11. *****

***** as. ***** b.ow *****

Il + vs) Di Wi *****

OS O. ***** 0 NI *****

OW *****

2) M ***** or. ***** 11 ***** el dr..

***** a. &WO 41. wow Ow eon. 4. ***** r

***** 00. 3.111 A. *****

***** bed ***** 10 ***** r as is

Wm M 40. is. dr. ***** pre. ***** 11

Rep. IS ***** 11. S. 40 *****

***** ilo 21 die lknho1on5+4-9109

la Me lmo ***** a Do l. ***** 0 ad.1

W. rad *****

pe41.4 ***** A/***** ***** 0.1

ban. I. ***** ob. S/ ***** is.

14 D. ***** 0 ***** 0 ***** OW. M.o. 10 *****

***** 0 ***** 0 ***** in. r.111+111.

IN ***** ma ...Wl ***** toto 144 Woo r

IS ***** We O. ***** der li obi be

is 1. *****

W S ***** 1 1. 0 3 + W

h. W (3 133 ***** ***** ree

***** + re ***** 2/14 ***** 4"

(4 re ***** IF be warn *****

(I) his Ir. l. et Asp ***** dew 4411 bo ***** 710

***** 1.0 *****

***** r Or Dr. War. 1 Is. (7) ***** S in 1.0

l ***** re. ***** rr ***** r rot *****

111 ***** WOOL + or ***** 1011

br ***** 1 *****

***** Wm ...l. rm. *****

***** Si be ***** is err ***** S. *****

is ***** r ***** *****

y no. *****

***** 145 Of) bit ow.

Di is.

***** b ***** W. *****

***** Fap.m. ***** r. a. *****

be. al b. *****

***** 0.14 or *****

***** (11/2) bat ***** nadir. *****

eb ***** rd. rr 2) pa *****

***** 1.0 *****

Wwow lo lo *****

ibbr 11. *****

2. *****

v. 0.2 *****

***** mia ***** re 2)

***** wo b. *****

***** Or bor. or re *****

ptlbrno b ***** wry. 4. is

ow. 4 or or. 1/1 for 4.5 ***** des r att. *****

***** b. ***** pi. ***** 2) brr. 44b

***** ***** 1rd + ft *****

***** le. 0.

21 is d *****

***** F. FRITU NI

***** 1.1.1 rid alt *****

Or whoa. 01 ***** lmer MI *****

.2) 71 ***** 1 ***** 1 ***** in a. *****

***** lb ***** b. ***** Awe Ws *****

***** l. 1. rm. kw *****

14) ***** r l. Glia. *****

1113 Ira ***** OS OM ve r *****

4.111. Si bar Dr. Throw ha ***** bod. *****

***** 040. Or b. is be 11. *****

2) In ***** 11.1 ***** r. b *****

***** hit *****

20 ***** 1.10. ***** do *****

***** b *****

(I) 0.1 ***** dta ***** 11 *****

Wm b. ***** 24 l. ***** porod ***** b. 1 *****

***** or *****

rw pd. ***** (4 Ir. and ad DID bra *****

***** be rap. l. On *****

(I) l. *****

00 Deb. ***** bal. now le. 1 *****

or. ***** 1. Orb ***** b. ***** ow..

is ***** or t. OW or k Deo SSI. 2/4 ***** or or

***** (R) Wb. *****

00 WO W. ***** 11. f *****

***** 4 ***** dad GM ***** I Y. one *****

11.1114 ***** OD cal ***** boo ***** Ow

(1) ***** no. *****

***** air y re bra *****

***** DO *****

***** sass ***** be *****

(I) MA dd. ***** *****

***** bor. *****

***** D. baglor *****

***** b ***** 10-11 (143 wadr *****

ow by ***** V. ***** ed rho *****

***** 0.0. 1.1 *****

1 ***** 40. wand ***** ed. *****

***** 404. se nu yr. 0/ *****

***** b ***** b *****

***** 110 *****

***** Os ***** b *****

***** Si orb. boo *****

***** A Ow. I. Imo 11 ***** I. 0.4 ow-40W OM *****

***** 001011 ***** IMY alala *****

***** 11.0 *****

***** Pr. ***** is Si is. is. *****

0) ***** ***** wad. *****

***** ***** de. r *****

***** ***** yr 1. *****

***** or. S. *****

***** ie. ere. *****

***** rob l. ***** mob. *****

or tr. *****

III 11. *****

114 *****

***** fr. *****

***** Winge. be se. ***** rm. ore *****

W. 0. 0 *****

dui yrne + e 1.1 ***** Oh) *****

11. dr. Ira *****

***** 0.41.0 *****

Mirso 1114. *****

***** el. 11.1 *****

***** Oa *****

(b) *****

***** f ***** M bib *****

***** 116 Ow. *****

***** 1. *****

***** is ***** row *****

***** 2/4 *****

***** *****

***** r *****

O. sr. sawn *****

2) ***** 211r Si orb *****

***** 11.4. ***** mem b be ***** M *****

***** W. DO l orb ***** 1.01 *****

***** arr. ***** Ye *****

(*) ***** 1411 ***** oh. *****

***** Po ad 04 *****

***** 1.1 ***** ad. me. ***** Oa In 64. ***** blot *****

***** h ***** 00 swim a tars W. l. ***** rob *****

is. ***** 01. a. 1. ***** w *****

***** P. *****

***** Oa/ea ***** war. dhe *****

1 1 1 0 *****

us as ***** or di. ***** ma la ed. *****

***** 14+4M *****

***** 11. *****

***** do. ***** bo row. *****

2/ ***** ow. bobb WA erre 11. ***** 14. ***** win *****

1. *****

***** WM ***** 1. *****

***** 1. 44. is ***** *****

2) ***** w ***** as. orb ***** per. *****

2 0 d b. W. *****

***** dild. h. ***** 4 ***** is. ee 1/ *****

***** Mn. In. 10/ *****

***** 4 ***** 11.03 WNW 0.0 *****

for. ***** b. Ow. *****

***** 0 ***** Ow ow 444 b *****

***** 10 ***** aal. 00 ***** 61 ***** 14.4 *****

***** 14M ***** dr. *****

***** r. *****

OM. Broom *****

***** an. sr ***** pr. *****

***** b Oa brand *****

Oa be ***** 1% *****

Page 60 of 121

Attachment D
a 1181HX3

301SHinos) Nbfld):10011

OV

inonm
110111111Vd
asnoHnm/
V001.1

root/URU

FslinaM.

EXHIBIT

VIONINY 0.04111/110W

VialKitissV x111 21N/NN

30NWO SOAIN(100
VOA:
1811/11810108/18181

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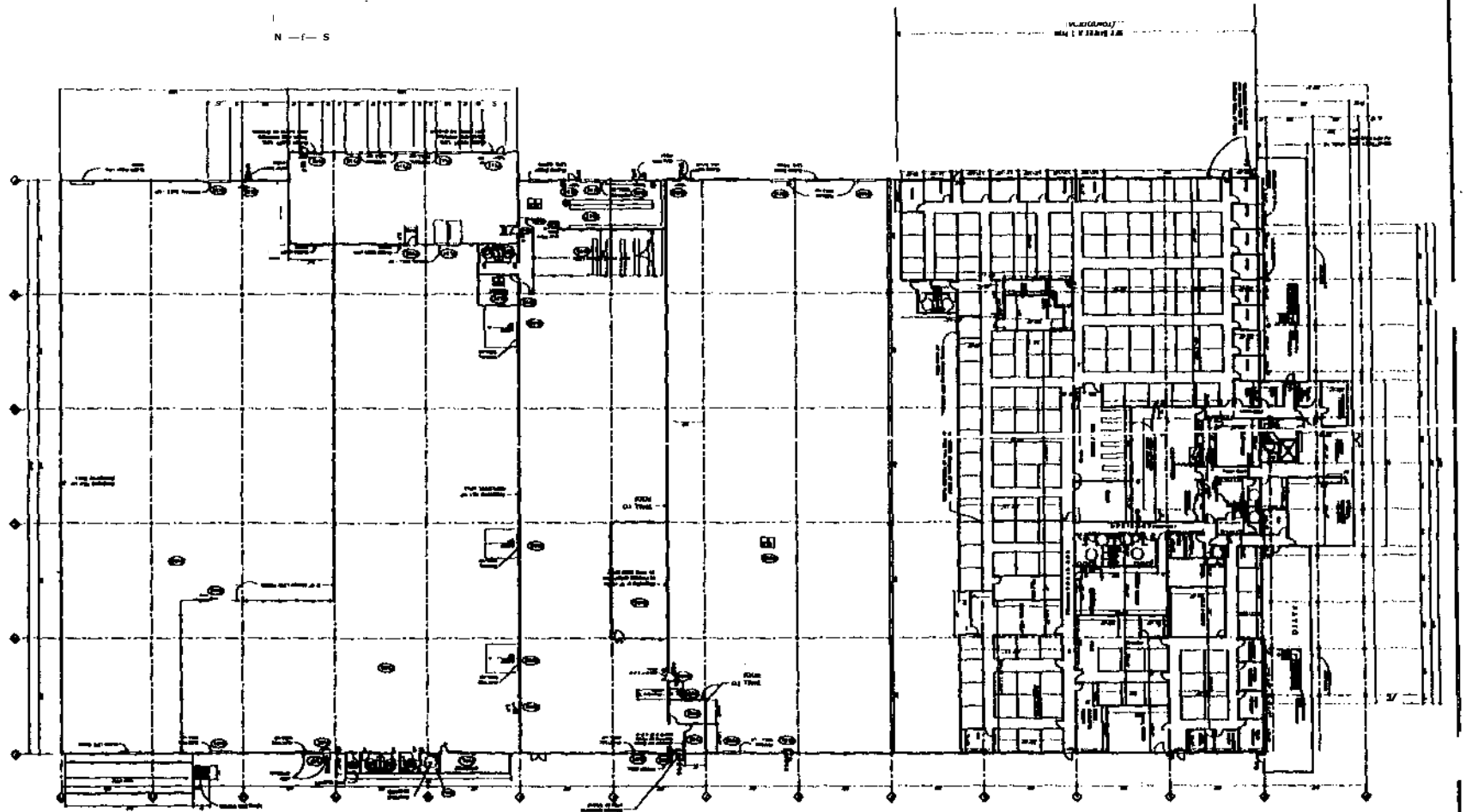


EXHIBIT E

L 1 J 1L

COUNTY OF ORANGE
11/11/11 MOM YAM
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NOON GMG
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TENANT IMPROVESISKr
(DR:
COUNTY OF ORANGE

- SIM 1111MOOLS)

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rm. pry...
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NMY

one...
MR.SEN-

NUM.

ilmsuill-1111.4
-----16

Fill

||

Ms.

FIRST FLOOR -
RECORDS

EXHIBIT E

S
e) W
N

STRIP LIGHTING LAYOUT
(St C1100 "1")

SC/11

3' - 32.0

NOTE
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ran (NOEL MOON D 100

EXHIBIT

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PLAN 0100

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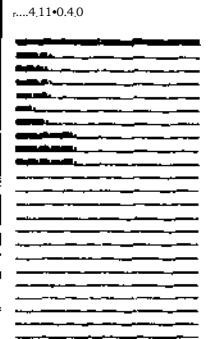


EXHIBIT E

014. trili 0.) 1 CI' 09,[031i

WIN MINN IN 0110141
AT TAU SIM

OFFICE LAYOUT

E x

cOal 00111.0m11 Wit:***...==rolYrA

Mow

NIL IITNIONIN IOCK
ft NNW* IDUI
• . INN NNVOI
NO . MDORN100 KN. NVN11
▪ 11010*14110I31
ONIMMe 011W&

- NNW= 101100
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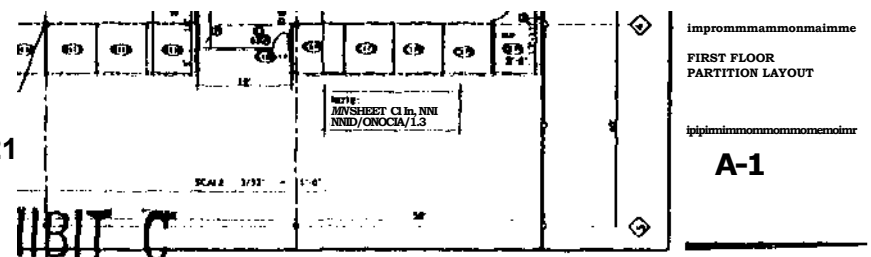


EXHIBIT E

COUNTY OF ORANGE
M I T I
WO./

TENANT IMPROVEMENT
FOR:
COUNTY OF ORANGE

400R440ALD006/ZNC

EXHIBIT C

11-1111-1-000000

vr=e4,-411=
Fa-Tr22-5'-aMa

FIRST FLOOR

FIRST FLOOR
SUSPENDED
CEILING *apti-*
OFFICE

A-1.1

EXHIBIT E



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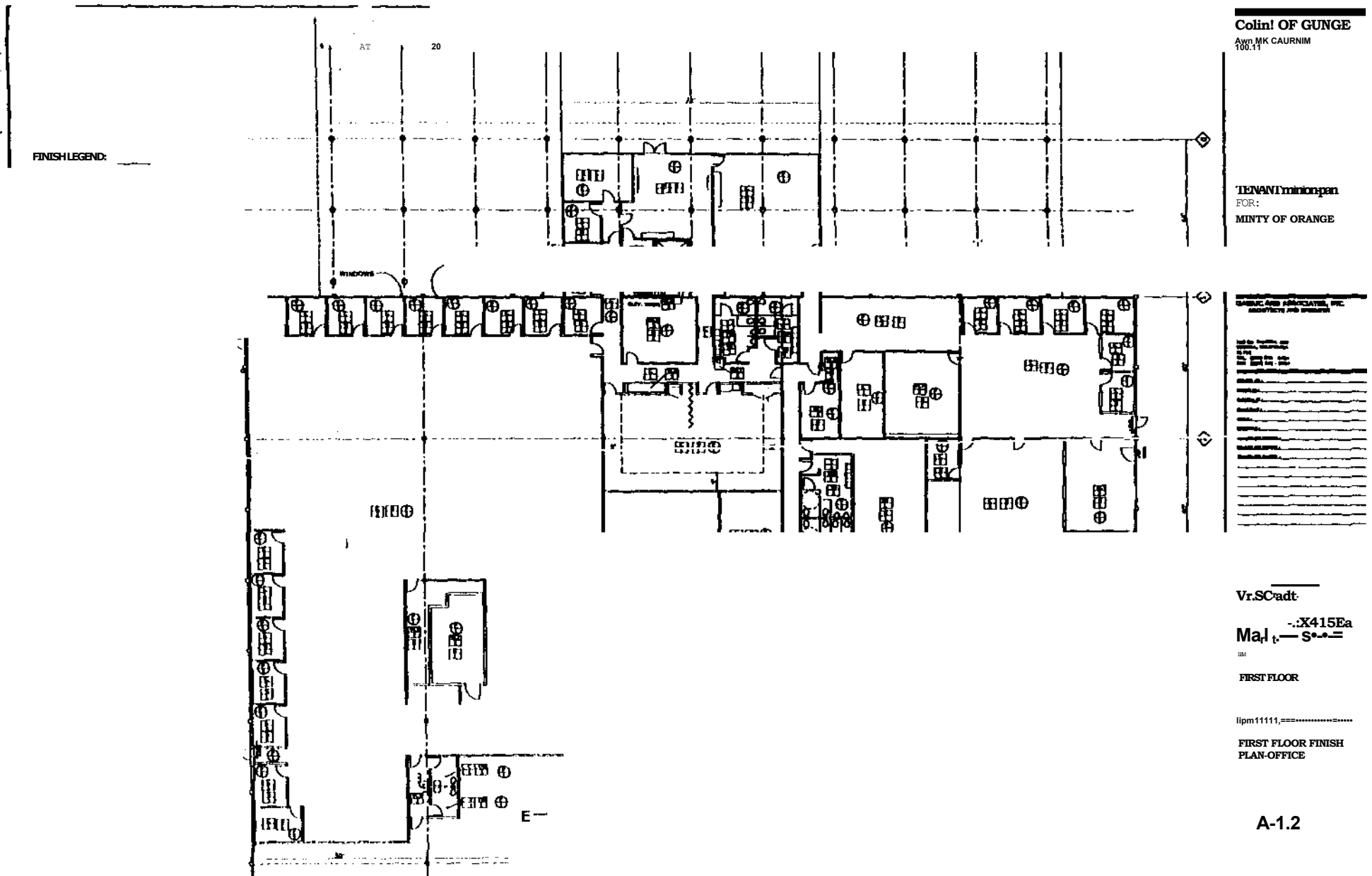
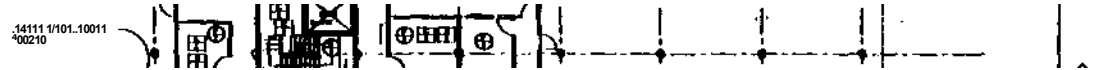


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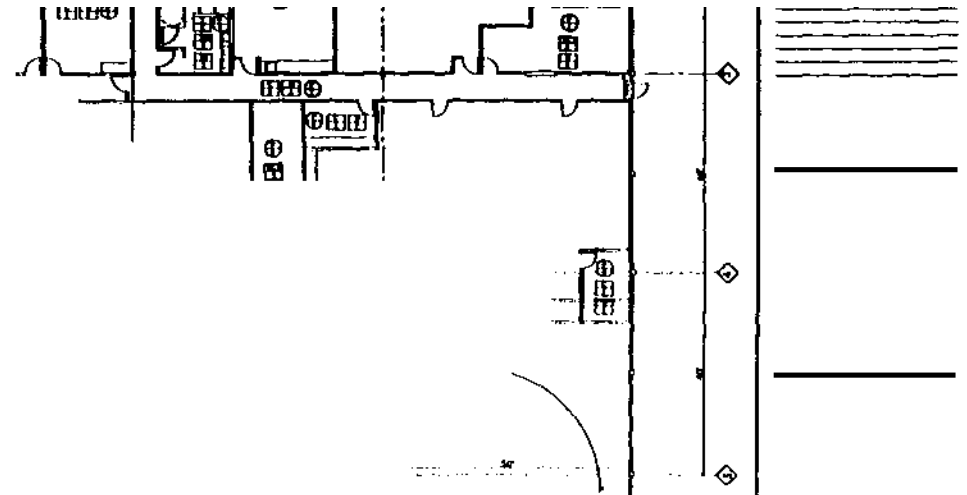


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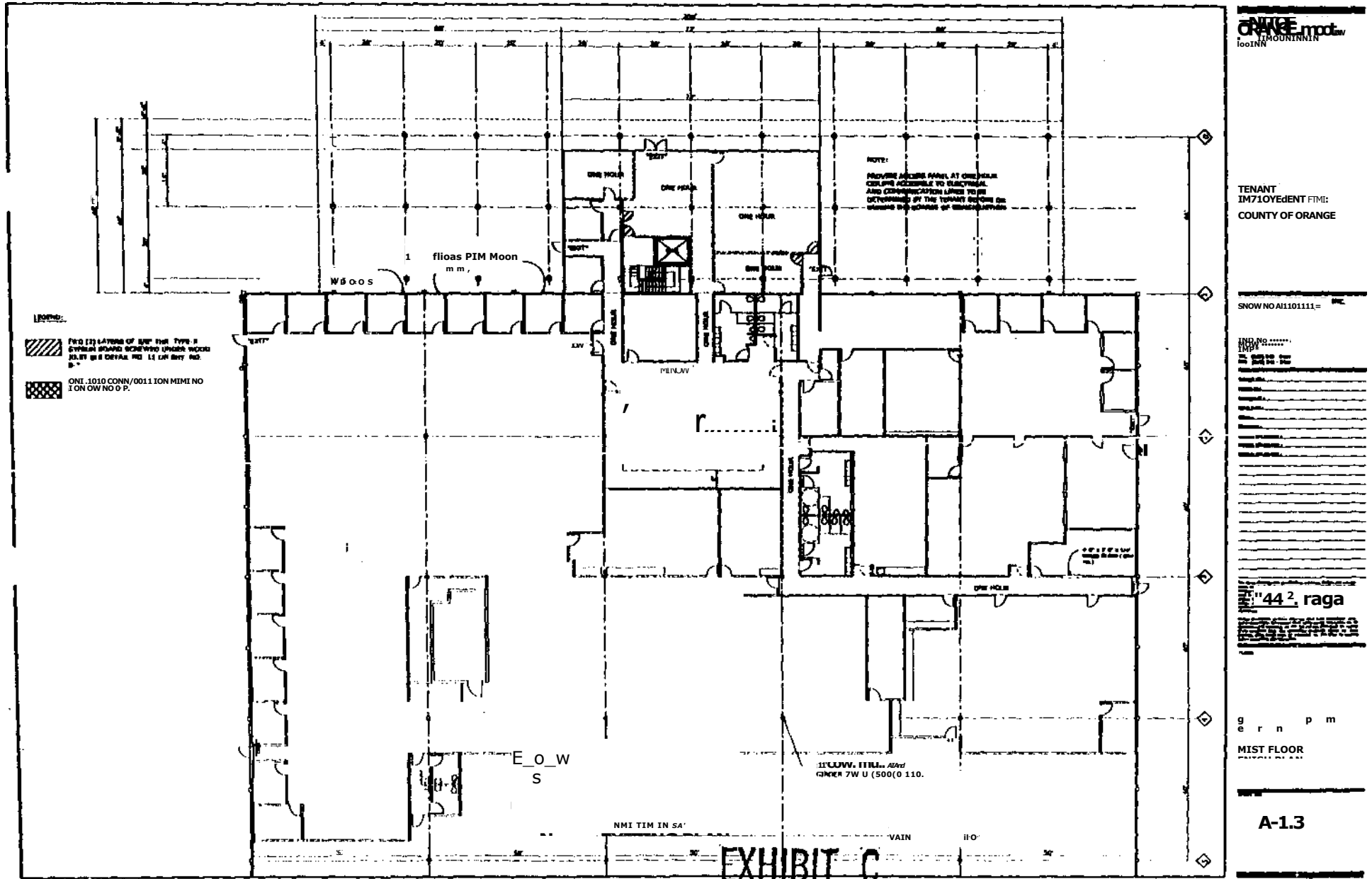
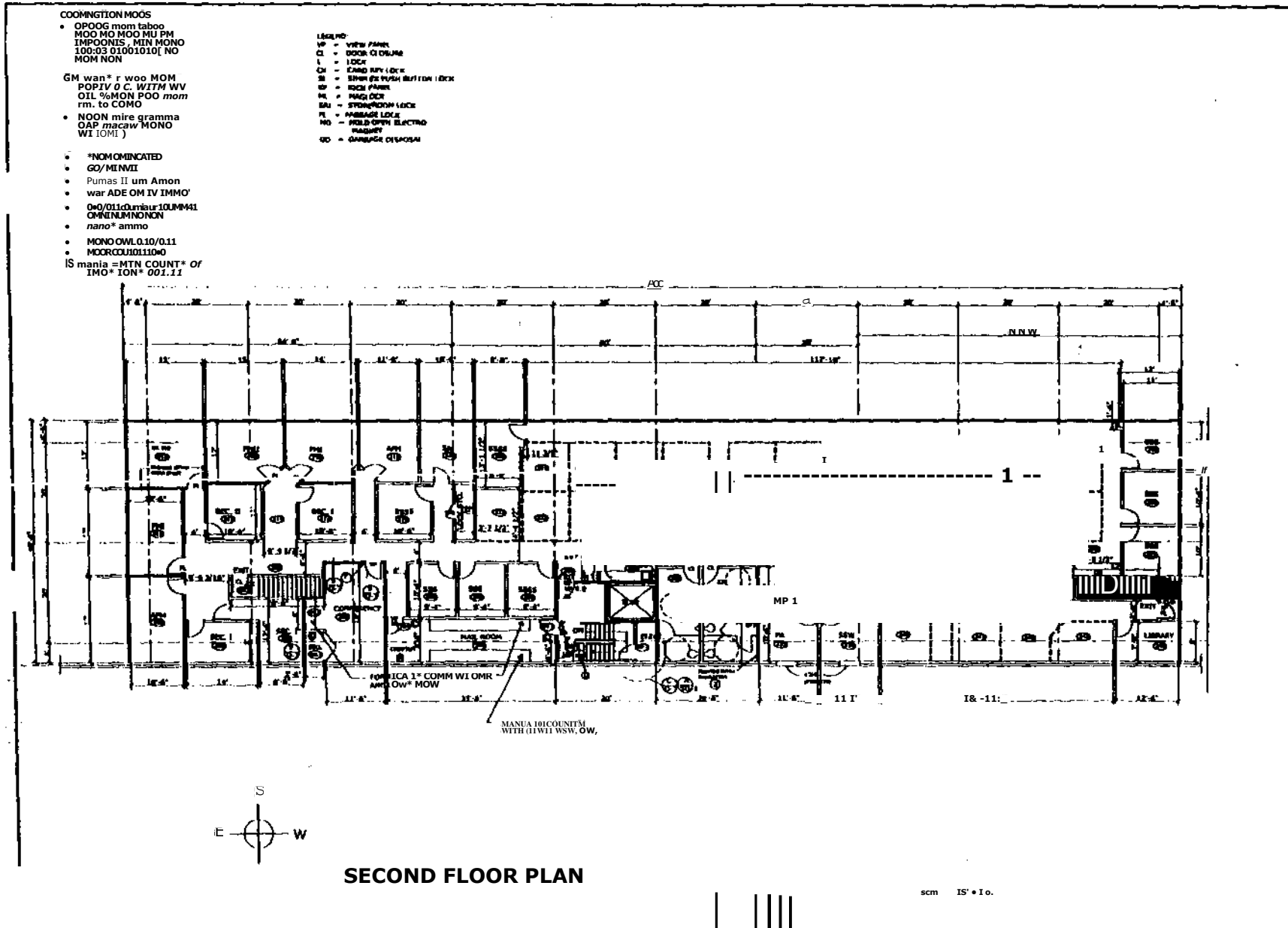


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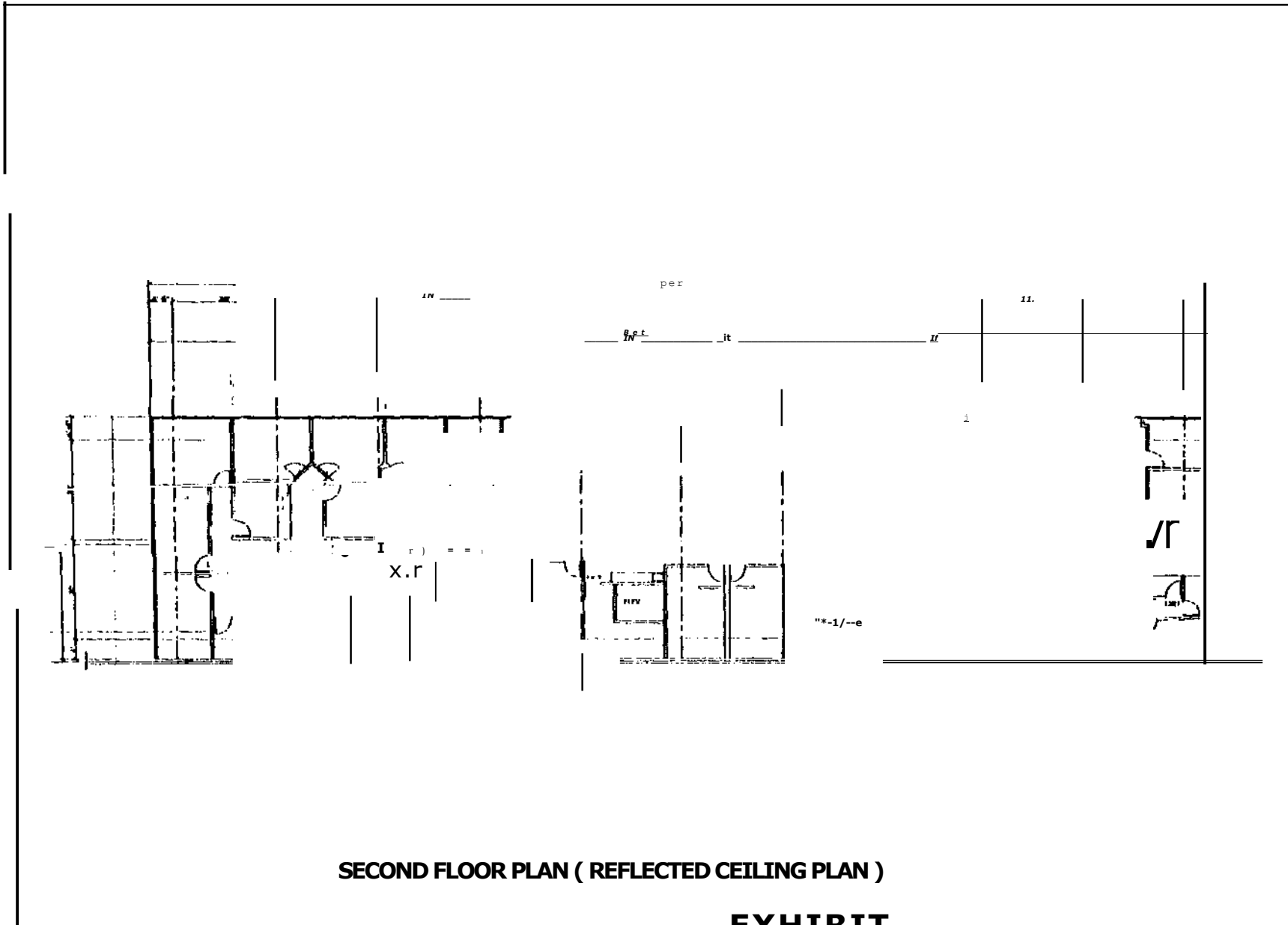
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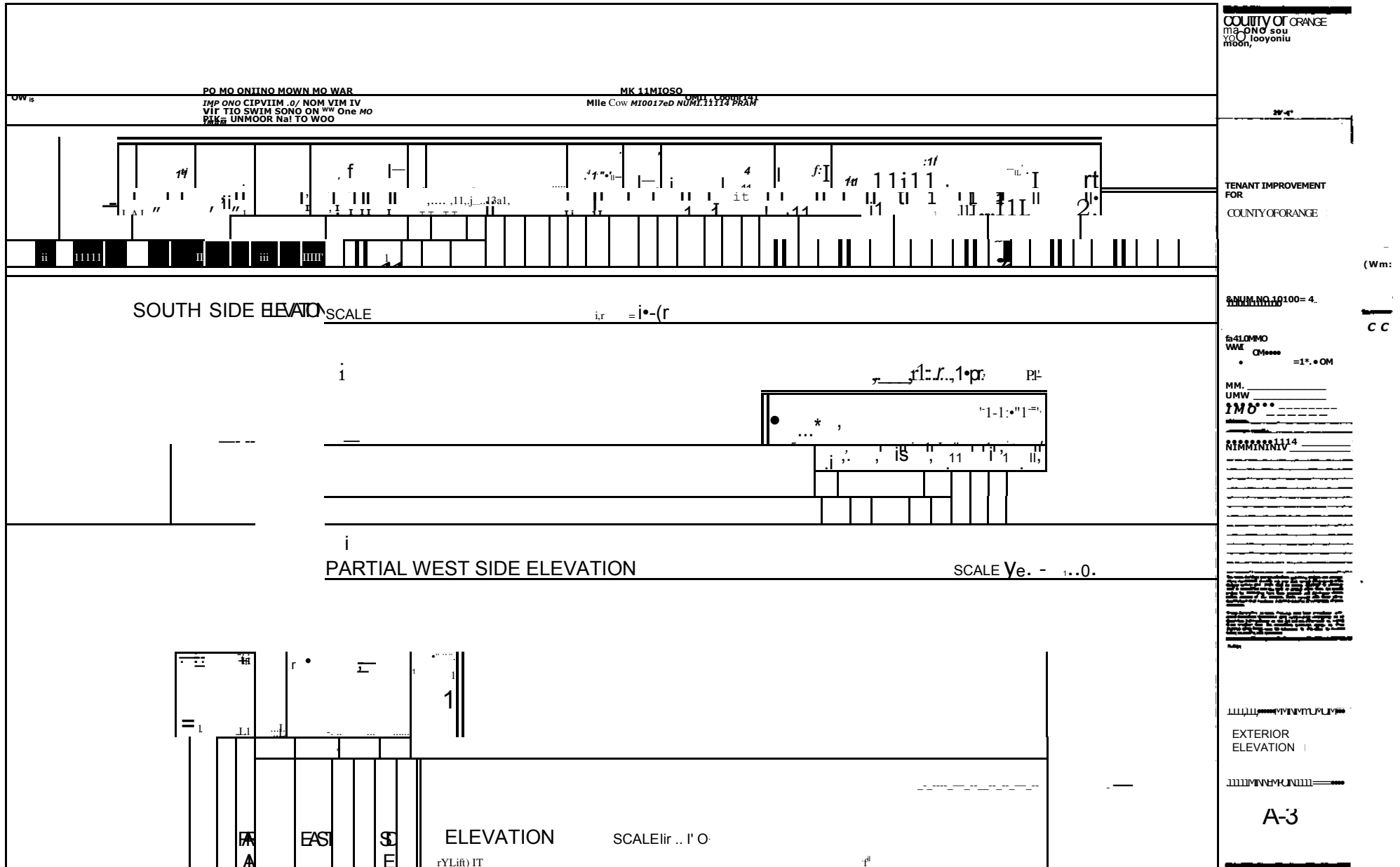
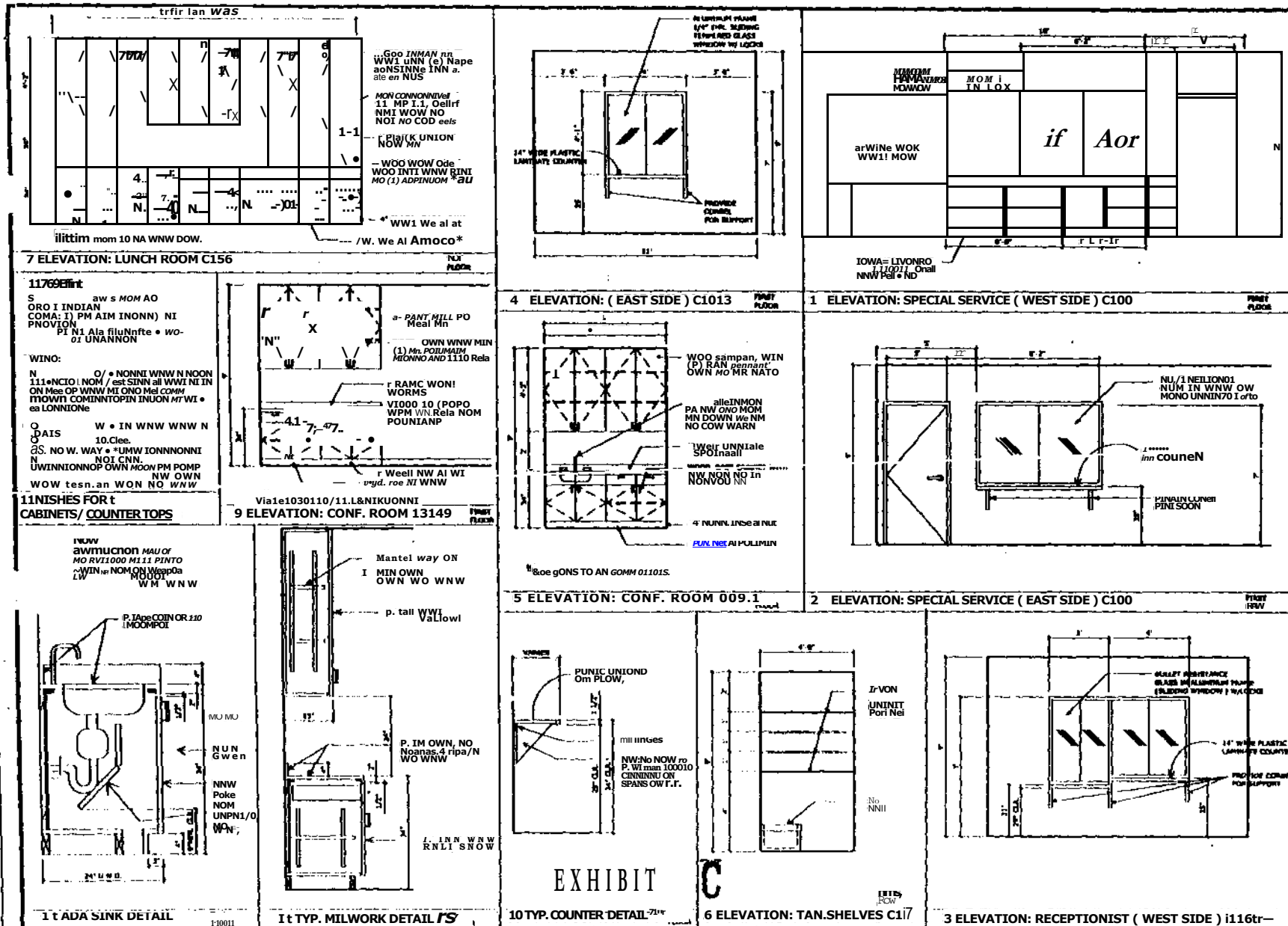


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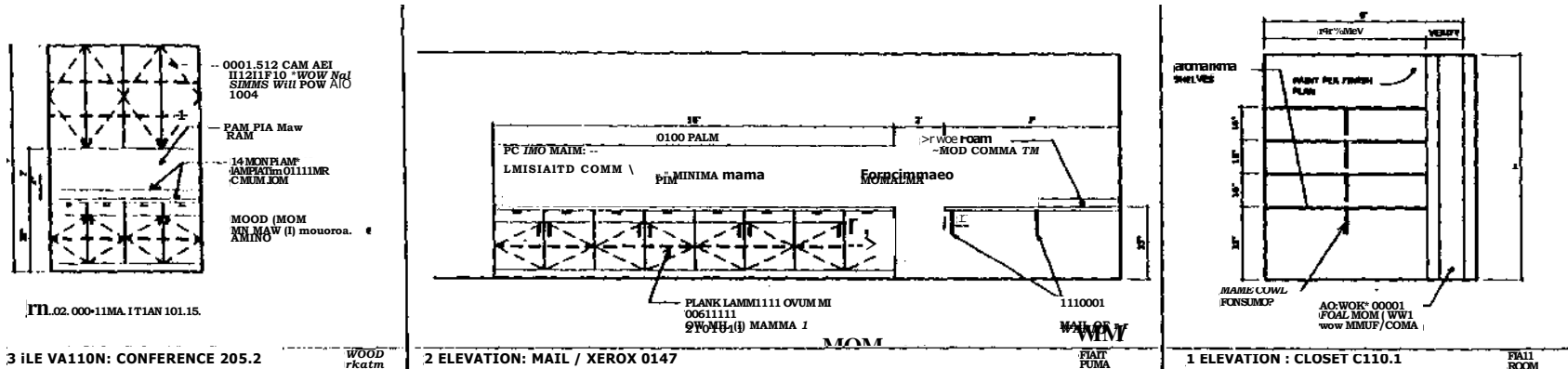
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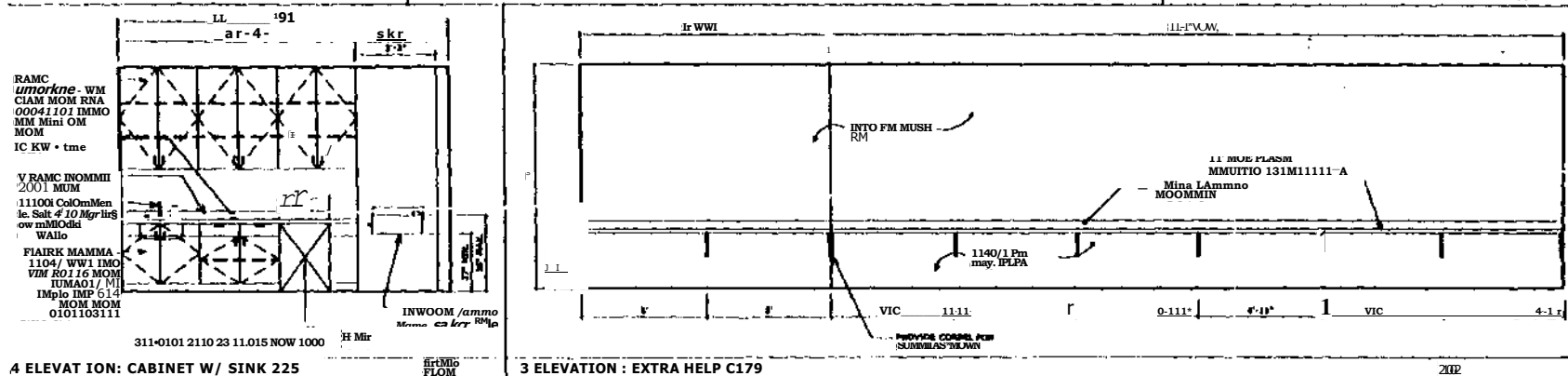
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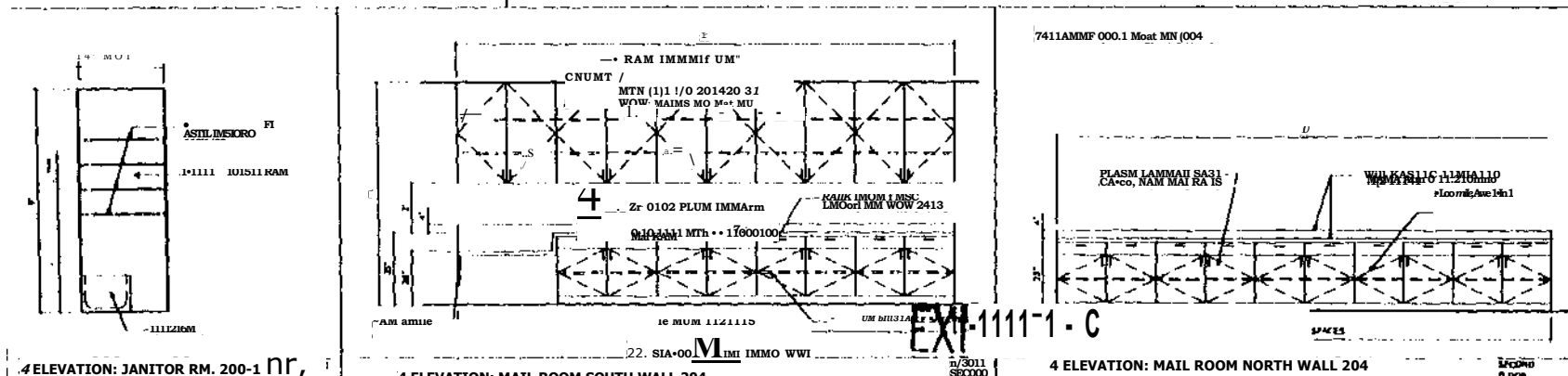
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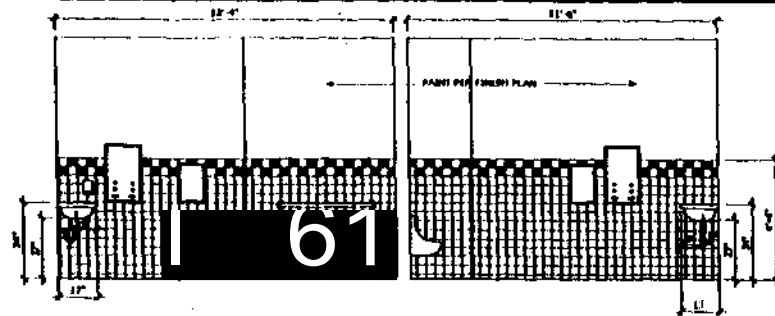
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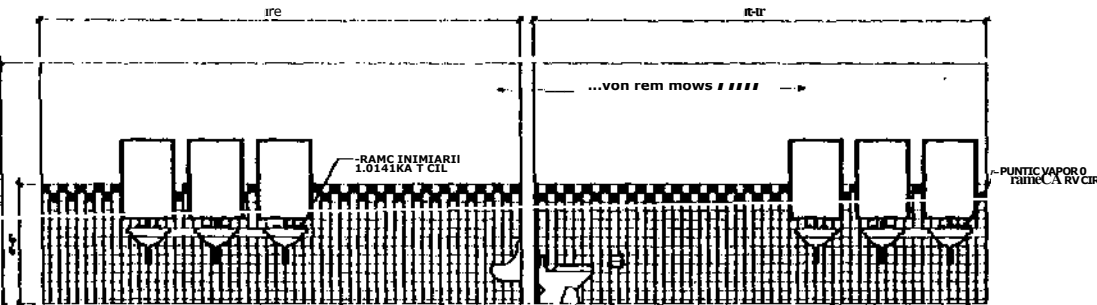
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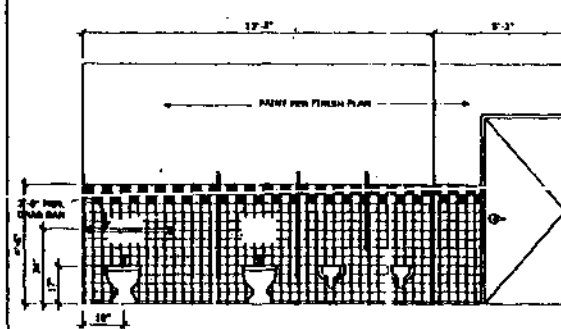
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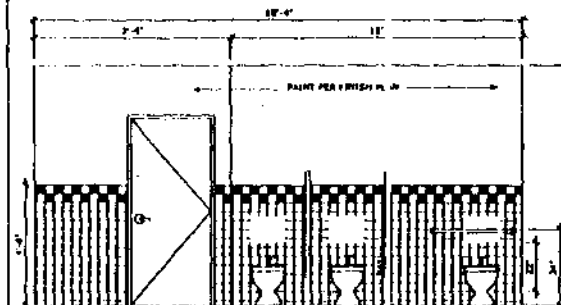
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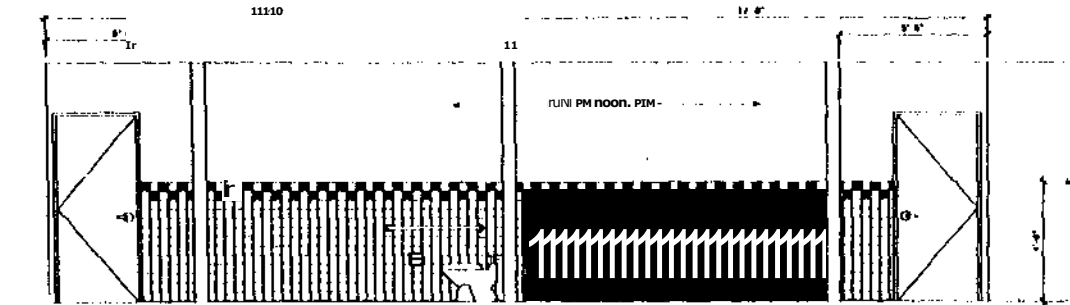


2 ELEVATION : TOILET WALL C113 (WEST WALL)



3 ELEVATION : TOILET WALL C114 (EAST WALL)

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5 ELEVATION : TOILET WALL C115/116 (EAST WALL)

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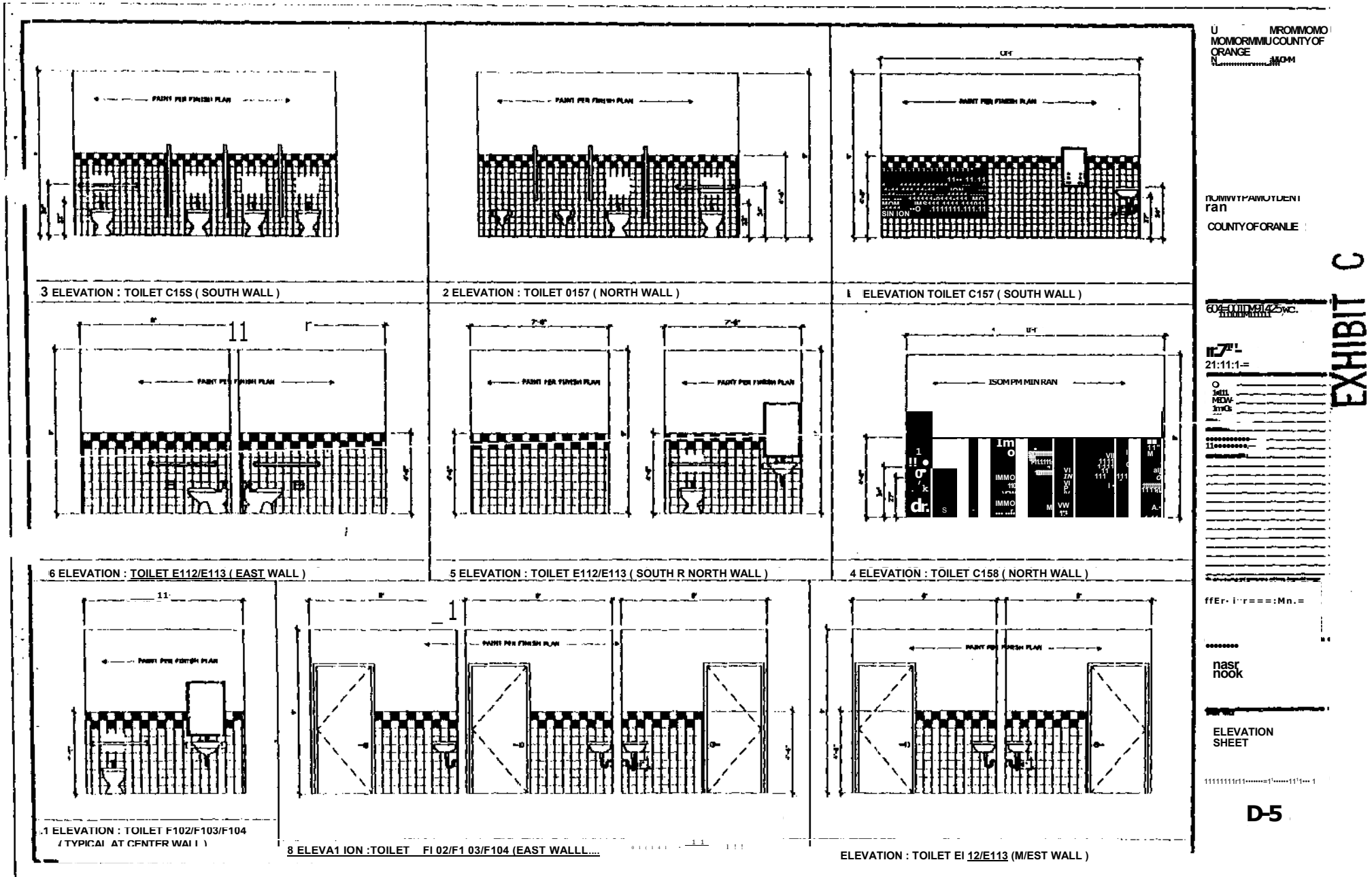
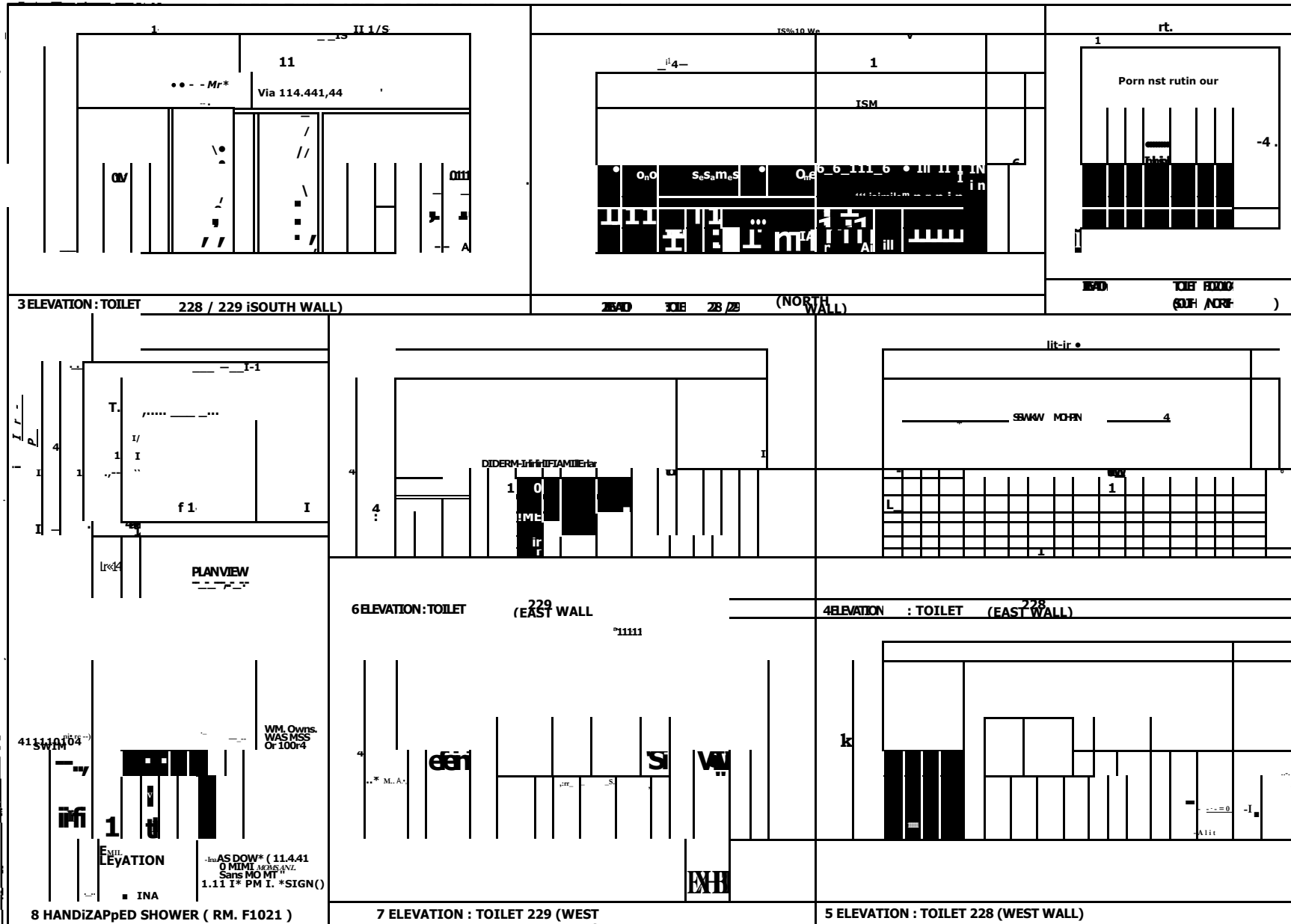


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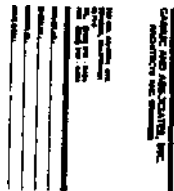


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COUNTY OF ORANGE
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**TENANT IMPROVEMENT
/TNI**

COUNTY OF ORANGE

CLARKE AND ASSOCIATES, INC.
ARCHITECTS AND ENGINEERS

III. 结论

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EXHIBIT E

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**TENANT IMPROVEMENT
FOR:
COUNTY OF ORANGE**

CLARK AND ASSOCIATES, INC.
ARCHITECTS AND ENGINEERS

ISSN 0013-792X
Volume 10, Number 1
1991



Figure 2B. 

Figure 2C. 

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EXHIBIT E

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EXHIBIT E**JANITORIAL SPECIFICATIONS (11.3 N)**

~~It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. LESSOR shall provide COUNTY with a complete copy of janitorial contract within 3 day's from COUNTY's request.~~

~~LESSOR shall provide "Five day per week" janitorial service from a licensed, insured and bonded janitorial company, and as required in the clause entitled (REPAIR, MAINTENANCE AND JANITORIAL SERVICE) of this Lease, which shall be inclusive of, but not limited to, the services as detailed below:~~

OFFICE AREAS

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

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

WEEKLY:

- ~~1. Wipe clean and polish all metal and bright work;~~
- ~~2. Mop and polish all resilient flooring;~~
- ~~3. Dust in place all picture frames, charts, graphs, and similar wall hangings;~~
- ~~4. Spot clean all wall marks;~~
- ~~5. **Detail sweep all sidewalks, ramps, internal and external staircases.**~~
- ~~6. **Detail vacuum all** areas which nightly vacuuming does not reach.~~

MONTHLY:

- ~~1. Dust all mini-blinds within the Premises;~~
- ~~2. Vacuum all HVAC vents, high moldings and other areas not reached by nightly or weekly cleaning;~~
- ~~3. Scrub and wax uncarpeted floors.~~
- ~~4. **Power wash** the sidewalks, and ramps by the building entrances.~~
- ~~5. **Clean carpet in the public areas (lobbies, interview rooms, and related walkways) according to manufacturers specifications.**~~

SEMI-ANNUALLY:

- ~~1. Clean ceiling light diffusers;~~

EXHIBIT E

2. ~~Clean carpet in high traffic areas (corridors, near lunchroom,...etc) and other areas as needed;~~

Lease Warner-a GA 1213-137
7/6/00

~~EXHIBIT D~~ ————— ~~Page 1 of 2~~

EXHIBIT E

3. ~~Clean interior walls, as needed;~~
4. ~~Strip and wax uncarpeted floors.~~

ANNUALLY:

1. ~~Clean carpet throughout Premises.~~

RESTROOMS**NIGHTLY:**

1. ~~Clean and damp-mop floors;~~
2. ~~Wash all mirrors, bright work and enameled surfaces;~~
3. ~~Wash and sanitize all basins, bowls, urinals, and toilet seats;~~
4. ~~Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;~~
5. ~~Empty and sanitize all receptacles and sanitary napkin disposals;~~
6. ~~Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.~~

MONTHLY:

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

MISCELLANEOUS SERVICES

1. ~~Maintain building lobby, corridors, and other public areas in a clean condition;~~
2. ~~Parking lot is to be cleaned on a monthly basis;~~
3. ~~All interior and exterior windows of the building are to be cleaned every three months.~~
4. ~~Maintain all floor drains in accordance with established environmental health standards.~~
5. ~~Maintain all toilets and urinals to meet established environmental health standards.~~

DAYTIME SERVICE

LESSOR shall provide one full-time janitorial staff at the Premises from 8:00 a.m. to 5:00 p.m., Mondays through Fridays to:

1. **Periodically clean and stock restrooms, as needed;**
2. **Continuously monitor and clean, as necessary, all public areas and parking areas adjacent to building;**
3. **Attend to emergency situations such as: toilet overflows, spills...etc.**
4. **Perform other janitorial functions as requested by on-site COUNTY designated manager.**

#

#

#

EXHIBIT ELease Warner-a GA 1213-137
7/6/00**EXHIBIT D****Page 2 of 2**

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

LESSOR shall provide "five-day-per-week" janitorial service as required in Clause 16 (REPAIR, MAINTENANCE AND JANITORIAL SERVICE), of this Lease, shall be inclusive of, but not limited to, the services as detailed below:

A. DAY PORTER

(Services to be provided during COUNTY's normal business hours Monday through Friday)

Provide one full-time janitorial staff from 8:00 a.m. to 5 p.m. to:

1. Periodically clean and stock restrooms, as needed;
2. Continuously monitor and clean, as necessary, all public areas and parking areas adjacent to building;
3. Attend to emergency situations such as: toilet overflows, spills, etc; and
4. Perform other janitorial functions as requested by on-site COUNTY designated manager.

B. OFFICE AREAS

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

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

WEEKLY:

1. Wipe clean and polish all metal and bright work;
2. Mop and polish all resilient flooring;
3. Dust in place all picture frames, charts, graphs, and similar wall hangings;
4. Spot-clean all wall marks;
5. Detail sweep all sidewalks, ramps, and internal and external staircases; and
6. Detail vacuum all areas which nightly vacuuming does not reach.

MONTHLY:

1. Dust all mini-blinds within the Premises;
2. Clean carpet (in accordance with the carpet manufacturer's directions) in high traffic areas (corridors,

EXHIBIT E

near lunchroom, etc.) and other areas as needed;

3. Scrub and wax uncarpeted floors.
4. Vacuum all HVAC vents, high moldings and other areas not reached by nightly or weekly cleaning; and
5. Power wash the sidewalks and ramps by the building entrances.

QUARTERLY:

1. Wash all exterior windows.

SEMI-ANNUALLY:

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

ANNUALLY:

1. Clean carpet throughout premises using high temperature deep extraction method in accordance with the carpet manufacture's recommendations.

C. RESTROOMS

NIGHTLY:

1. Clean and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;
3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towel, seat cover, sanitary napkin, and soap dispensers.

MONTHLY:

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

D. MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors, and other public areas in a clean condition;
2. Parking lot is to be cleaned on a monthly basis;
3. All interior and exterior windows of the building are to be cleaned quarterly; and
4. Maintain all toilets and urinals to meet established environmental health standards.

E. SUSTAINABILITY

EXHIBIT E

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

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

EXHIBIT E**EXHIBIT E**

Note: This Exhibit is to be adjusted after the final determination of the cost of the Building Improvements.

Termination Fee Amortization Schedule

Termination Effective End of Month	Improvement Allowance	Leasing Commissions	Building Improvements	Total
Initial Amount	\$500,000	\$974,142	\$0	\$1,474,142
144	\$152,483	\$297,080	\$0	\$449,563
145	\$148,721	\$289,751	\$0	\$438,472
146	\$144,934	\$282,373	\$0	\$427,308
147	\$141,122	\$274,946	\$0	\$416,069
148	\$137,285	\$267,470	\$0	\$404,755
149	\$133,422	\$259,944	\$0	\$393,366
150	\$129,533	\$252,367	\$0	\$381,900
151	\$125,618	\$244,740	\$0	\$370,359
152	\$121,678	\$237,063	\$0	\$358,740
153	\$117,711	\$229,334	\$0	\$347,044
154	\$113,717	\$221,553	\$0	\$335,270
155	\$109,697	\$213,721	\$0	\$323,418
156	\$105,650	\$205,836	\$0	\$311,486
157	\$101,576	\$197,899	\$0	\$299,475
158	\$97,475	\$189,909	\$0	\$287,384
159	\$93,346	\$181,865	\$0	\$275,212
160	\$89,191	\$173,768	\$0	\$262,959
161	\$85,007	\$165,618	\$0	\$250,624
162	\$80,795	\$157,412	\$0	\$238,208
163	\$76,556	\$149,152	\$0	\$225,708
164	\$72,288	\$140,837	\$0	\$213,125
165	\$67,991	\$132,467	\$0	\$200,458
166	\$63,666	\$124,040	\$0	\$187,707
167	\$59,313	\$115,558	\$0	\$174,871
168	\$54,930	\$107,019	\$0	\$161,949
169	\$50,518	\$98,423	\$0	\$148,941
170	\$46,076	\$89,770	\$0	\$135,846
171	\$41,605	\$81,059	\$0	\$122,664
172	\$37,104	\$72,290	\$0	\$109,394
173	\$32,573	\$63,462	\$0	\$96,036
174	\$28,012	\$54,576	\$0	\$82,588
175	\$23,421	\$45,630	\$0	\$69,051
176	\$18,799	\$36,625	\$0	\$55,424
177	\$14,146	\$27,560	\$0	\$41,706
178	\$9,462	\$18,434	\$0	\$27,896
179	\$4,747	\$9,248	\$0	\$13,994
180	(\$0)	\$0	\$0	(\$0)

EXHIBIT E

EXHIBIT F

WORK LETTER

This Work Letter Agreement (“**Work Letter**”) is related to the Premises at the building commonly known as 1505 East Warner Avenue, in the City of Santa Ana, California. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease.

LESSOR shall make the following improvements to the Building (“**Building Improvements**”) and to the Premises (“**Premises Improvements**”), per Clause 10 (CONSTRUCTION) of this Lease Amendment and per the Scope of Work attached herein as Exhibit G:

Section 1 BUILDING IMPROVEMENTS.

- 1.1. Complete Arc Flash hazard assessment on the Building electrical system to comply with OSHA/NFPA;
- 1.2. Replace all HVAC roof-top package units which are more than three (3) years old; and
- 1.3. Install a new roof membrane over the entire Premises and repair areas surrounding the parapets and skylights as specified in the attached Exhibit G.

Section 2 PREMISES IMPROVEMENTS.

- 2.1. LESSOR shall demise the Premises to remove approximately 10,000 square feet from the north side of the Premises; and.
- 2.2. COUNTY may use the balance of the Improvement Allowance for any other permanently installed improvements which COUNTY desires (including repainting and/or Re-Flooring, as set forth in Clauses 11 and 12 above). COUNTY may use up to thirty percent (30%) of the Improvement Allowance for the purchase of furniture fixtures and equipment.

COUNTY will give notice to LESSOR requesting any further Premises Improvements, including any plans and specifications which are not in Exhibit G.

LESSOR may charge a reasonable construction supervision fee for overseeing the Building Improvements and the Premises Improvements, and COUNTY may engage a construction manager to oversee the Building Improvements and the Premises Improvements (both of which shall be paid from the Improvement Allowance).

EXHIBIT E

EXHIBIT G

SCOPE OF WORK

All work pursuant to this Exhibit G shall be done only at the time allowed pursuant to Clause 10 (Construction). The attachments to this Exhibit G are for scopes of work purposes only and do not dictate nor supersede any work requirements specified in Clause 10.

1. Roofing System

EXHIBIT E



E-5489

COOL ROOFING SYSTEMS, INC.

SCOPE OF WORK

SIKA-SARNAFIL 60 mil feltback reinforced PVC membrane mechanically attached.

- **PRE-JOB:** We will perform a pre-job meeting to determine jobsite logistics and safety requirements. We will furnish a construction schedule if required.
- **SAFETY:** We will install all necessary safety lines in regards to ground related roofing activities. We will store materials with weight evenly distributed throughout the roofing area in accordance with good roofing practices.
- **SURFACE PREP:** We will clean and prepare the existing roof as necessary to facilitate installation of new roofing system.
- **PVC APPLICATION:** We will install 60 mil fleecebacked PVC by SIKA-SARNAFIL. This system will mechanically attached in seam and heat welded. All seams will be probed and test cuts taken to ensure lack of voids.
- **HVAC, CURBS:** We will install membrane a minimum of 8" up curb and or install 24 ga counterflashing where applicable.
- **PARAPET WALLS:** We will install membrane up and over parapet walls and or install counterflashing at base of coping cap where applicable.
- **PIPES, VENTS STACKS:** We will install pre-fabricated pipe boots wherever feasible with stainless steel clamping rings in compressed sealant. Field fabricated pipe boots will be utilized where necessary.
- **SHEET METAL:** We will re-use the existing 24 Ga kynar pre-finished coping due to fair condition. We will install new clad metal drip edge.
- **DAILY HOUSEKEEPING & TIE-INS:** Work will be performed in a professional manner according to COOL ROOFING SYSTEMS POLICY and nightly water stops will be constructed during construction to protect building interior. All work areas will also be cleaned on a daily basis and at the end of the project.
- **PUNCHLIST:** A post-job walk will be performed and any items shall be corrected with building owner or representative.
- **WARRANTY:** Will issue a 20 year NDL manufacturer's warranty on materials and labor.

EXHIBIT G

SCOPE OF WORK

2. New HVAC Units

EXHIBIT E**PROPOSAL**

Air Technical Services, Inc.
 12408 Carson St.
 Hawaiian Gardens, CA 90716
 Phone: 562-429-9404
 Fax: 562-429-9847

No: **2015-3821**
 Date: **6/19/15**
 Sheet No: **1 of 1**

Proposal Submitted To:

- . Attn: **Elizabeth Leanse/John Waybill**
- . Leed Warner, LLC
- . 2251 Bowmont Dr.
- . Beverly Hills, CA 90210

Work To Be Performed At:

County of Orange
1505 E. Warner Ave.
HVAC Units
Santa Ana, CA

We hereby propose to furnish the materials and perform the labor necessary for the completion of: * Remove and replace (37) HVAC package units.

1. (30) units on lower roof Carrier heat-pump 2-7.5 ton down shot with OSA intakes.
2. (7) units on upper roof Carrier heat-pump 2-5 ton side discharge with OSA intakes.
3. Perform start-up on all new units and verify proper operation.
4. Special crane for reaching center units on lower roof.

- *All work done during normal business hours*
- *Permits and related work not included*
- *No work below roofline*

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Three hundred seventy five thousand and No/100-----Dollars (\$375,000.00)
 with payments to be made as follows:

Net on completion

Any alteration deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance upon above work. Workers Compensation and Public Liability Insurance on above work to be taken out by

Respectfully Submitted: Air Technical Services, Inc.

Per: 
 Sam Canzone, President

Note: This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____ Signature _____

EXHIBIT E

EXHIBIT H

PAINTING AND FLOORING SPECIFICATIONS

Paint

- Acrylic latex base with Eggshell finish (except for semi-gloss in restrooms, janitor closets, above sinks in lunchrooms and at coffee bars).
- Maximum VOC content of 50 grams per liter (g/l)
- One primary color with up to three (3) different accent wall colors. All colors to be approved by SSA/Facilities Services
- Dunn-Edwards SUPREMA ultra-low VOC acrylic latex is preferred but may be replaced with County approved substitute or equivalent

Carpet:

- Modular carpet tile, no broadloom
- 100% Antron 6,6 continuous filament nylon, solution dyed, with permanent static control, soil and bleach resistant technology.
- Minimum yarn weight: 20 ounces, minimum density: 6,000.
- Minimum stitches per inch: 9
- Construction to be tufted or woven, level or multi-level loop pile with maximum pile height variation of 1/32 inch.
- Closed cell non-aqueous polymer backing, with lifetime warranty against wick back of stains, edge ravel, zippering and delamination.
- Tile size shall be a minimum of 18” to a maximum of 24”
- To be installed using manufacturer’s recommended processes and adhesives.
- Must meet NSF-140 specification.
- SSA/Facilities Services has final approval of carpet selected

Luxury Vinyl Tile (LVT)

- Slip resistant that meets or exceeds American Society for Testing and Materials (ASTM) F141–12 minimum standards
- Meets or exceeds all ASTM standards regarding resistance to light, heat, flexibility, stability, and chemicals
- Solid vinyl backing
- Minimum wear thickness of 0.5 mm
- UV cured polyurethane finish to protect product from sun damage and chemical cleaners
- Tile size shall be a minimum of 12” to a maximum of 24”
- To be installed using manufacturer’s recommended processes and adhesives
- SSA/Facilities Services has final approval of LVT selected

Vinyl Composition Tile (VCT)

- Slip resistant that meets or exceeds ASTM F141–12 minimum standards
- Meets or exceeds all ASTM standards regarding resistance to light, heat, flexibility, stability, and chemicals

EXHIBIT E

- Shall be a minimum of 3/32" thick with color and pattern dispersed uniformly throughout tile thickness
- Tile size shall be a minimum of 12"
- To be installed using manufacturer's recommended processes and adhesives
- SSA/Facilities Services has final approval of VCT selected

Baseboard

- Factory molded
- Minimum 4" with a Coved base
- Minimum product thickness: 1/8"

SSA/Facilities Services has final approval of baseboard selected