



SACHI A. HAMAI
Interim Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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Fifth District

February 17, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**TWO TEN-YEAR LEASES
CHILD SUPPORT SERVICES DEPARTMENT
5770 SOUTH EASTERN AVENUE, COMMERCE
5801 EAST SLAUSON AVENUE, COMMERCE
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

Two new ten-year leases for approximately 88,444 and 26,360 square feet of office space and 459 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Negative Declaration together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County to approve the Negative Declaration and find that the project will have no adverse effect on wildlife resources and authorize the Chief Executive Office to complete and file a Certificate of Fee Exemption for the project.
2. Approve and instruct the Mayor to sign the ten-year lease agreements with Omninet Commerce, LP (Landlord) for the Child Support Services Department for 88,444 and 26,360 square feet of office space and 459 on-site parking spaces located at 5770 South Eastern Avenue, and 5801 East Slauson Avenue, respectively, at a maximum first year rental cost of \$4,257,015. The rental costs are 100 percent funded by State and federal funding.

3. Authorize the Internal Services Department, or the Landlord, at the direction of the Chief Executive Office, to acquire and install telephone, data, and low voltage systems at a cost not to exceed \$2,800,000. All or part of the telephone, data, and low voltage systems may be paid in a lump sum or financed over a five-year term, with the financed portion not to exceed \$665,000 per year, in addition to the tenant improvement allowances provided under the lease.
4. Authorize the Interim Chief Executive Officer and the Directors of Child Support Services and Internal Services, to implement the project. The leases will be effective upon approval by the Board of Supervisors, however, the term and new rent will commence upon completion of the improvements by the Landlord and acceptance by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Child Support Services Department (CSSD), originally under the auspices of the District Attorney's office, has been in operation in the Commerce area since 1992. The County began operating at 5770 South Eastern Avenue under a sublease agreement with Burlington Northern Santa Fe (BNSF) and subsequently under a direct lease through April 2014. It is currently on a month-to-month holdover basis.

The 5770 South Eastern Avenue facility currently serves as the Administrative Headquarters for CSSD and houses the Human Resources, Central Document Processing Unit, Program Support, Fiscal Management, Information Technology, Facilities Management, Outreach Services, and Special Operations. The 5801 East Slauson Avenue facility will house the Customer Contact Center (formerly named Call Center).

The proposed leases will be concurrently termed with another existing CSSD facility at 5500 South Eastern Avenue, consisting of approximately 48,794 square feet located within the same Business Park, allowing for the uninterrupted continuance of these and other support operations at the two existing and one new facility. The two leases will allow CSSD to continue to implement a service model design, which is significantly more efficient. It will consolidate services within one centralized business park and reduce the overall total square footage. The anticipated reduction of 18,889 square feet in cumulative rentable square feet proposed from the consolidation could provide a potential cost savings of approximately \$582,537 per annum.

The first phase of the improved service model will be to relocate the Customer Contact Center and the Intergovernmental Division from its current location at 5701 South Eastern Avenue, located across the street, to the 5801 East Slauson and 5500 South Eastern buildings.

The second phase of the service model project will entail the redesigned 5770 South Eastern Avenue facility to house administrative functions including human resources, contract/procurement management, facilities management, fiscal management, outreach services, predictive analytics, information technology, program support, and special operations. CSSD programs will ultimately be consolidated among three buildings with sufficient appurtenant parking in the same office complex.

The proposed leases will allow CSSD to vacate 58,019 square feet at 5701 South Eastern Avenue, and relocate staff into facilities in the Commerce Business Park, at which time the lease for the 5701 South Eastern facility will be terminated. CSSD plans to have approximately 510 staff housed under the two proposed leases. The lease consolidation will provide cost-saving benefits to the County by efficiently re-configuring existing space design with new furniture, carpet, and other tenant improvements.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services, and the Goal of Integrated Services Delivery (Goal 3) directs that we improve client and community outcomes through the continuous integration of services while safeguarding long-term fiscal sustainability of County services. In this case, the County is supporting these goals by consolidating operations and improving efficiencies to provide quality information and services to families. The proposed new leases are in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed leases will be comprised of an initial annual base rent of \$2,893,061, i.e., \$2.10 per square foot per month, plus the maximum amortized cost of the additional tenant improvement (TI) allowance of \$1,396,954, if paid over five years. The base rental rate reduction of \$0.35/\$4.20 per square foot monthly/annually at the 5770 South Eastern facility will represent annual savings of approximately \$354,803 in addition to the indicated costs savings related to the reduction and reorganization of the overall square footage footprint for a total anticipated annual base rent savings of approximately \$937,340. Parking is included in the rental rate and will be provided in the adjacent parking lot.

Sufficient funding for the proposed lease is included in the Fiscal Year (FY) 2014-15 Rent Expense budget and will be charged back to the department. CSSD has sufficient funding in its FY 2014-15 operating budget to cover the projected lease costs which are 100 percent funded by State and federal funding sources. Attachment B is an overview of the potential lease costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed leases will provide CSSD a total of 114,804 square feet of office space in two buildings and 459 on-site surface parking spaces. The leases include the following provisions:

- The leases will be effective upon adoption by the Board of Supervisors and the ten-year lease term and rent will commence upon substantial completion and County acceptance of the TIs.
- A full-service gross lease basis whereby the Landlord will be responsible for the operational and maintenance costs of the facilities.
- A cancellation provision allowing the County to cancel either lease any time after 96 months of the lease term with 180 days prior written notice.
- Annual rental rate adjustments based upon the Consumer Price Index (CPI) capped at 3 percent per annum.
- The Landlord will provide a non-reimbursable TI allowance of \$20 per square foot, and a reimbursable additional TI allowance of \$50 per square foot, which may be paid in a lump sum or amortized at an annual interest rate of 7 percent.
- The County will have one five-year option to renew the lease at the same terms and conditions.

The Chief Executive Office (CEO) Real Estate Division staff conducted a survey within the service area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically, nor are there any County-owned or leased facilities available for this program. Based upon the survey, staff has established that the annual rental range for similar space is between \$18 and \$25.80 per square foot on a full-service gross basis, excluding parking. Thus, the proposed annual rental rate of \$25.20 per square foot per year for the proposed leases, including parking, represents a rate within the market range for the area. Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County owned or leased facilities available for the program.

The Department of Public Works (DPW) inspected the facility and has found the 5770 South Eastern Avenue suitable for County occupancy. The 5801 East Slauson Avenue facility was determined to have some deficiencies for which the Landlord engaged in seismic upgrades to meet current standards for County occupancy. In addition, construction of the TIs will be completed in compliance with building codes and the Americans with Disabilities Act. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

A childcare facility is not feasible for the department at this time for the proposed leased premises.

The consolidation of CSSD Headquarters and Customer Contact Center programs into a centralized and appropriate location is consistent with the County's Facility Location Policy adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The CEO has made an initial study of environmental factors and concluded that the project will have no significant impact on the environment and no adverse effect on wildlife resources. A Negative Declaration has been prepared and a notice posted at the 5801 East Slauson Boulevard facility as required by the California Environmental Quality Act (CEQA) and California Administrative Code, Section 15072. Copies of the completed Study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration as posted are attached. No comments to the Negative Declaration were received.

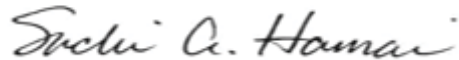
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed leases will adequately provide the necessary office space for this County requirement. CSSD concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return three originals of the executed leases, two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA for further processing.

Respectfully submitted,



SACHI A. HAMAI

Interim Chief Executive Officer

SAH:TT:CMM

CEM:TS:NCH:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Child Support Services
Internal Services

**CHILD SUPPORT SERVICES DEPARTMENT
5770 SOUTH EASTERN AVENUE, COMMERCE
5801 EAST SLAUSON AVENUE, COMMERCE**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²	X		
B	Does lease co-locate with other functions to better serve clients? ² CSSD will utilize the buildings to consolidate various departmental programs serving SPA 7.	X		
C	Does this lease centralize business support functions? ²	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² 225 sq. ft. per person. CSSD is currently located in Commerce and provides opportunity to co-house and integrate departmental functions within the area specified in the Space Request Evaluation (SRE), to accommodate programs and services.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 459	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program? 100% State and Federal subvention.	X		
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment C?	X		
G	Was build-to-suit or capital project considered? ² Insufficient funds and time to locate and improve an alternate facility, even if one were available.		X	
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			X
	1. ___ The program clientele requires a "stand alone" facility.			
	2. ___ No suitable County occupied properties in project area.			
	3. ___ No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. <u>X</u> The Program is being co-located.			
E	Is lease a full service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

**FISCAL IMPACT/FINANCING
OVERVIEW OF LEASE CHANGES**

COMMERCE CENTER PROPOSED LEASES	5770 South Eastern Avenue Commerce	5801 East Slauson Avenue, Commerce
Area (square feet)	88,444	26,360
Term	10 years	10 years
Annual Base Rent ⁽¹⁾	\$2,228,788 (\$25.20/sq.ft.)	\$664,272 (\$25.20/sq.ft.)
Base TI Allowance (non-reimbursable)	\$1,768,880 (\$20/sq.ft.)	\$527,200 (\$20/sq.ft.)
Add'l TI Allowance (reimbursable)	\$4,422,200 (\$50/sq.ft.)	\$1,318,000 (\$50/sq.ft.)
Annual Reimbursement of Additional TI Allowance ⁽²⁾	\$1,050,778	\$313,175
Total Annual Rent ⁽³⁾	\$3,279,567	\$977,447
Parking (included)	354 spaces	105 spaces
Option to Renew	One five-year	One five-year
Rental Adjustment	CPI capped at 3 percent	CPI capped at 3 percent
Cancellation	County after 8 years with 180 days notice	County after 8 years with 180 days notice

⁽¹⁾ Total new Lease rate to be \$2.10/sf per month or \$25.20/sf per annum.

⁽²⁾ This represents the maximum annual repayment amount. If the entire Additional TI funds available for the project are expended and amortized over 60 months at the rate of 7 percent.

⁽³⁾ This total includes the base rent and the annual reimbursement of Additional TI allowance, if fully utilized.

**CHILD SUPPORT SERVICES DEPARTMENT
5770 SOUTH EASTERN AVENUE, COMMERCE
5801 EAST SLAUSON AVENUE, COMMERCE
SPACE SEARCH-THREE MILE RADIUS**

Laco	Facility Name	Address	Gross SQFT	Net SQFT	Ownership	SQFT Available
A133	CHILD SUPPORT SERVICES-DIVISION II HQ	5770 S EASTERN AVE, COMMERCE 90040-2924	84,477	63,413	LEASED	NONE
A188	SHERIFF-INTERNAL AFF. BUREAU/RISK MGT	4900 S EASTERN AVE, COMMERCE 90040	38,936	33,247	LEASED	NONE
A332	CHILD SUPP. SERVICES-TRAINING/IT DIV.	5500 S EASTERN AVE, COMMERCE 90040	39,991	37,991	LEASED	NONE
A570	CSDD-INTERSTATE/CALL CENTER/CID	5701 S EASTERN AVE, COMMERCE 90040	61,130	55,017	LEASED	NONE
A157	DCFS-BELVEDERE (SPA 7)	5835 S EASTERN AVE, COMMERCE 90040	38,814	36,873	LEASED	NONE
A460	DHS-FERGUSON ADMIN. SERVICES CTR	5555 FERGUSON DR, COMMERCE 90022	268,400	246,550	OWNED	NONE
5428	DPSS-BELVEDERE AP DISTRICT OFFICE	5445 E WHITTIER BLVD, EAST L.A. 90022	70,493	49,261	OWNED	NONE
3241	EAST LOS ANGELES COURTHOUSE	4848 E CIVIC CENTER WAY, EAST L.A. 90022	126,973	68,003	FINANCED	NONE
6578	DPSS-METRO EAST AP DISTRICT OFFICE	2855 E OLYMPIC BLVD, L.A. 90023	63,066	29,220	OWNED	NONE
5395	PUBLIC LIBRARY-MONTEBELLO LIBRARY	1550 W BEVERLY BLVD, MONTEBELLO 90640	50,530	23,989	OWNED	NONE
C740	DPSS-FLORENCE AP DISTRICT OFFICE	1740 E GAGE AVE, L.A. 90001	60,000	28,601	OWNED	NONE
5863	ISD-ADMINISTRATIVE HEADQUARTERS	1100 N EASTERN AVE, L.A. 90063	80,309	58,826	OWNED	NONE
5870	ISD-EASTERN AVE COMPLEX TELECOM BRANCH BLDG	1110 N EASTERN AVE, L.A. 90063	37,742	28,973	OWNED	NONE
3542	FIRE-ADMINISTRATIVE HEADQUARTERS	1320 N EASTERN AVE, L.A. 90063-3294	39,015	24,288	OWNED	NONE
X167	SHERMAN BLOCK SHERIFF'S HDQTRS	4700 W RAMONA BLVD, MONTEREY PARK 91754	125,000	106,250	FINANCED	NONE
A423	SHERIFF-PERSONNEL & RECRUITMENT CTR	101 CENTRE PLAZA DR, MONTEREY PARK 91754	37,590	33,831	LEASED	NONE
A275	COMMUNITY DEV COMM. HDQTRS	2 CORAL CIR, MONTEREY PARK 91755	67,500	60,750	LEASED	NONE
X201	EDMUND D EDELMAN CHILDREN'S COURT	201 CENTRE PLAZA DR, MONTEREY PARK 91754	275,530	205,280	FINANCED	NONE
A675	DA-METRO COURT/DCFS METRO NO./ERCP/CALL CTR	1933 S BROADWAY, L.A. 90007	142,360	135,242	LEASED	NONE
Y013	DPSS-CIVIC CENTER DIST/GROW CTR OFFICE	813 E 4TH PL, L.A. 90013	39,956	25,158	OWNED	NONE
5266	METROPOLITAN COURTHOUSE	1945 S HILL ST, L.A. 90007	303,433	136,422	STATE	NONE
6518	THE ADAMS & GRAND BUILDING	2615 S GRAND AVE, L.A. 90007	215,439	183,874	OWNED	NONE
5353	DPSS-METRO SPECIAL DISTRICT OFFICE	2707 S GRAND AVE, L.A. 90007	115,242	89,650	OWNED	NONE
5979	CENTRAL ARRAIGNMENT COURTHOUSE	429 BAUCHET ST, L.A. 90012	83,692	46,440	OWNED	NONE

FACILITY LOCATION POLICY ANALYSIS
February 17, 2015

Proposed Lease: Two New Ten Year Leases for the Child Support Services Department – 5770 South Eastern Avenue and 5801 East Slauon Avenue, Commerce – 1st District – Option to cancel after 96 months (8 years)

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area –The proposed lease will continue the uninterrupted use and reorganize the Child Support Services Department (CSSD) programs and functions into one centralized business complex that will include the Service Planning Area (SPA) 7, Regional Office with administrative functions including Human Resources, Central Document Processing, Program Support, Fiscal Management, Information Technology, Facilities Management, Outreach Services, and Special Operations. In addition, the improvement of the department's service model will include the relocation of the Customer Contact Center (i.e. Call Center) and the Intergovernmental Division to the concentrated business park.

The foregoing programs currently provide child support services from three locations within the City of Commerce, one of which will be moved from the facility at 5701 South Eastern Avenue, to a more convenient and efficient overall footprint in the same business park of the existing headquarters facility at 5770 South Eastern Avenue and 5500 South Eastern Avenue. CSSD has been housed several years in the region and the intended upgrades will be in accordance with the standards of the Americans with Disabilities Act (ADA).

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: CSSD programs are most effective when located in the same geographic area as its consumers, providers, and stakeholders.
- Need for proximity to existing County facilities: Many of CSSD programs and three of the Departments directly-operated programs are currently located in the Commerce area. Other County service Departments including Department of Children and Family Services, Department of Health Services, Sheriff, Fire and Department of Public Social Services are within a five-mile radius to the proposed site.

- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: The surrounding area is experiencing an upgrade in new development since the replacement of the previously existing Bell casino.
- Proximity to public transportation: The location is adequately served by Commerce and other public transportation services.
- Availability of affordable housing for County employees: The surrounding area provides for affordable rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: The County is undergoing upgrades to one existing facility and moving from another to effectively impact the service model for CSSD. There are no other existing County buildings available to meet CSSD's service needs.
- Compatibility with local land use plans: The City of Commerce has been notified of the proposed CSSD usages which is consistent with the building's use and zoning for delivery of child support and call center services at this location. The Department of Public Works inspected the facilities and found them suitable for County occupancy and provided comment and oversight on reparations to the new leasehold under consideration. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.
- Estimated acquisition/construction and ongoing operational costs: The initial annual base rent of \$2,893,060, i.e., \$2.10 per square foot per month, plus the maximum amortized cost of the additional tenant improvement allowances of \$5,740,200, comprises the total annual lease costs for the two lease facilities under consideration. Sufficient funding for the proposed lease is included in the Fiscal year (FY) 2014-15 Rent Expense Budget and will be charged back to the department. CSSD has sufficient funding to cover the proposed lease costs, which are 100 percent funded by Federal and State revenue. In addition, telephone, data, and low voltage systems will be installed by Internal Services or the Landlord at a cost not to exceed \$2,800,000.

D. Analyze results and identify location alternatives

Based upon the space and service needs of CSSD, staff surveyed the immediate area to determine the availability of comparable and more economical sites.

Based on a survey of the area, staff established the annual rent range for similar space is between \$18 and \$25.80 per square foot on a full-service gross basis, excluding parking. Therefore, the proposed annual rent of \$25.50, including parking, is in the market range of the full-service gross rates for the area. The proposed lease was presented and approved by the Real Estate Management Commission on January 28, 2015.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria

Due to the requirements of CSSD to have adequate administrative space for its employees as well as the need to provide effectual services to the public through intake and a state-of-the-art Customer Service Center in a convenient location, it was determined the two leases under consideration complement each other, which includes other health and related services provided in the vicinity. CSSD and the CEO in consultation with the City of Commerce determined that the existing office park, subject to alterations, was the most suitable solution for delivery of departmental programs and services. The consolidated and co-located CSSD programs will provide a central and appropriate location which is consistent with the County's Facility Location Policy adopted by the Board on July 24, 2012.

DATE POSTED – October 20, 2014

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012
3. Date Information Form Submitted – October 17, 2014
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
5. Address of Facility Involved – 5801 East Slauson Avenue, Commerce, CA
6. Description of Project - The leasing of office space in an existing commercial building to be used by the County of Los Angeles, Child Support Services Department for a Customer Contact Center.
7. Finding for Negative Declaration - It has been determined that this project will not have a significant effect on the environment.

ORIGINAL FILED

OCT 21 2014

LOS ANGELES, COUNTY CLERK

<u>Agent</u>	<u>Telephone</u>
Nevin Harrison	(213) 974-4159

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en español, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities at 5801 East Slauson Avenue, Commerce, California, which will be used by the Child Support Services Department for its Customer Contact Center. The facility is located in the First Supervisorial District approximately 21 miles from the Los Angeles Civic Center, includes 26,360 square feet of office space. The Landlord has no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

NEGATIVE DECLARATION

Department Name: Child Support Services
Project: Customer Contact Center

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The leasing of existing office space in an existing commercial building to be used by the County of Los Angeles, Child Support Services Department for its Customer Contact Center.

2. a. Location of Project (plot plan attached)

5801 East Slauson Avenue, Commerce, CA

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated October 19, 2014 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
October 19, 2014

Real Property Agent
Nevin Harrison

Telephone
(213) 974-4159

INITIAL STUDY

I. Location and Description of Project

The proposed leased premises located at 5801 East Slauson Avenue, Commerce is in the First Supervisorial District approximately 21 mile east of the Los Angeles Civic Center. (See attached map)

The facilities includes approximately 26,360 square feet of office space is owned by Omninet Commerce LP. It is intended for use a Customer Contact Center responding to case-related telephone inquiries countywide and does not have public intake.

This project consists of leasing this facility for 10 years for occupancy by the Child Support Services Department. It is anticipated that an average of 151 employees will be occupying the premises with the maximum employee occupancy anticipated to be 151 per day. There is limited public intake at this location. No expansion of existing premises will occur for this project and no alterations, except for interior furnishings, will be performed for this project.

II. Compatibility with General Plan

This project site is currently designated as commercial office use in the City of Commerce and zoned CMM2. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of commercial type facilities. The site includes approximately 55,214 square feet of developed property. The site is located on Slauson Avenue between the 710 freeway on the west, the 5 freeway on the east, Gage Avenue on the south and Bandini Boulevard on the north.

IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines will be necessary.
- B. The project will not conflict with adopted environmental plans and goals of the City of Commerce.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.

- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for public benefit purposes. The County's use is in conformance with uses approved by the City of Commerce.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No increased energy consumption is anticipated by the County's use of the premises.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.

- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

- A. None Required.

VI. Initial Study Preparation

This study was prepared by Nevin Harrison of the Los Angeles County Chief Executive Office, Real Estate Division. This study was completed on October 19, 2014.



Address 5801 E Slauson Ave
Commerce, CA 90040





State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



CEQA Filing Fee No Effect Determination

Applicant Name and Address:

County of Los Angeles
 222 South Hill Street, 4th Floor
 Los Angeles, CA 90012

CEQA Lead Agency: County of Los Angeles

Project Name: Office Lease - 5801 East Slauson Avenue

CEQA Document Type: Negative Declaration

State Clearing House Number and/or local agency ID number: N/A

Project Location: 5801 East Slauson Avenue

Project Description: The proposed project consists of two suites totaling approximately 26,360SF of office space for Child Support Service Department’s Customer Contact Center.

Determination: Based on a review of the project as proposed, the Department of Fish and Wildlife has determined that for purposes of the assessment of CEQA filing fees (Fish and Game Code [FGC] Section 711.4(c)) the project has no effect on fish, wildlife or their habitat and the project as described does not require payment of a CEQA filing fee. This determination does not in any way imply that the project is exempt from CEQA and does not determine the significance of any potential project effects evaluated pursuant to CEQA.

Please retain this original determination for your records. Local lead agencies are required to file two copies of this determination with the county clerk at time of filing of the Notice of Determination (NOD) after the project is approved. State lead agencies are required to file two copies of this determination with the Office of Planning and Research (State Clearinghouse) at the time of filing the NOD. If you do not file a copy of this determination as appropriate with the county clerk or State Clearinghouse at the time of filing of the NOD, the appropriate CEQA filing fee will be due and payable.

Without a valid CEQA Filing Fee No Effect Determination form or proof of fee payment, the project will not be operative, vested, or final and any local permits issued for the project will be invalid, pursuant to FGC Section 711.4(c)(3).

DFG Approved By:

_____ Victoria Chau _____ Date: 10/23/2014

Title: Environmental Scientist

Conserving California’s Wildlife Since 1870

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

**CHILD SUPPORT SERVICES DEPARTMENT, as Tenant
LANDLORD: OMNINET COMMERCE, LP, a Delaware limited partnership**

5770 SOUTH EASTERN AVENUE, COMMERCE, CA

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COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

THIS LEASE is entered into as of the 3rd day of February, 2015 between OMNINET COMMERCE, LP ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease.

1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for Notice: Omninet Commerce, LP
Attention: Michael Danielpour
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

With a copy to:

Omninet Property Management
Attention: Andrea Costantini
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

With all rent sent to:

Omninet Commerce, LP
Attention: Accounts Receivable
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

(b) Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

- (c) Premises: Approximately 88,444 rentable square feet in the Building (defined below) as shown on Exhibit A attached hereto.
- (d) Building: The building located at 5770 So. Eastern Avenue, Commerce, CA which is located upon the real property described more particularly in Exhibit B attached hereto (the "Property");
- (e) Term: Ten (10) years commencing 30 days after Tenant's Acceptance of the Premises as defined in Section 4(a) (the "Commencement Date"); and terminating at midnight on the day before the tenth (10th) anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
- (f) Projected Commencement Date: Thirty (30) days following the date of Substantial Completion (as defined in Section 4(a)) of the Premises, which is expected to be on June 1, 2015.
- (g) Commencement Date: See Section 4 (a)
- (h) Irrevocable Offer Expiration Date: June 1, 2015
- (i) Basic Rent: \$185,732.40 per month (which is based upon a rental rate of \$2.10 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof)
- (j) Early Termination Notice Date: At or after the last day of the 96th full calendar month of the Term.
- (k) Rentable Square Feet in the Premises: 88,444
- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.
- (m) Initial Departmental Use: Child Support Services Department
- (n) Parking Spaces: 354

- (o) Normal Working Hours: 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- (p) Asbestos Report: A report dated September 5, 2014 prepared by ACC Environmental Consultants Inc., a licensed California Asbestos contractor.

1.2 Defined Terms Relating to Landlord's Work Letter:

- (a) Base Tenant Improvement Allowance: \$1,768,880 (which is based on \$20 per rentable square foot).
- (b) Additional Tenant Improvement Allowance: Up to \$4,422,200 (which is based on \$50 per rentable square foot), which amount will either be paid by Tenant to Landlord in a lump sum, or paid by Tenant to Landlord on a monthly basis, together with the Additional Tenant Improvement Allowance Amortization Rate over the initial ninety-six (96) months of the Term of the Lease.
- (c) Maximum Change Order Allowance: Not Applicable.
- (d) Additional Tenant Improvement Allowance and Change Order Amortization Rate: Seven percent (7%) per annum
- (e) Basic Rent Reduction: Not Applicable.
- (f) Tenant's Work Letter Representative: Nevin Harrison and/or an assigned staff person of the Chief Executive Office- Real Estate Division to act on behalf of the Tenant.
- (g) Landlord's Work Letter Representative: Kevin Tanna and/or an assigned staff person of the Landlord.
- (h) Landlord's Address for
Omninet Commerce, LP

Work Letter Notice:

Attention: Kevin Tanna
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

(i) Tenant's Address for
Workletter Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

1.3 Exhibits to Lease:

Exhibit A - Floor Plan of Premises
Exhibit B- Legal Description of Property
Exhibit C - Commencement Date
Memorandum and Confirmation of Lease
Terms
Exhibit D - HVAC Standards
Exhibit E - Cleaning and Maintenance
Schedule

1.4 Landlord's Work Letter:
(Executed concurrently with this Lease and
made a part hereof by this reference):

Landlord's Work Letter
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant
Improvement Costs

1.5 Supplemental Lease
Documents: (Delivered to
Landlord and made a part hereof by this
reference):

Document I: Subordination, Non-disturbance
and Attornment Agreement
Document II: Tenant Estoppel Certificate
Document III: Community Business
Enterprises Form
Document IV: Memorandum of Lease
Document V: Request for Notice

2. PREMISES

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as

promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall begin 30 days after Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or final sign off, or its equivalent; (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be completely operational.

(b) Termination Right. If the Commencement Date has not occurred within 180 days from the Projected Commencement Date, subject to Tenant Delays (including, without limitation, failure by Tenant to deliver complete space plans and specifications for the improvements on or before February 1, 2015) or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the

giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than 180 days prior written notice executed by the Chief Executive Officer of Tenant.

5. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

5.1 RENTAL ADJUSTMENT

On the first anniversary of the Commencement Date, the Basic Rent shall be adjusted as defined herein:

(a) CPI. From and after the first anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and each successive twelve months after the Adjustment Date thereafter, the monthly Basic Rent shall be adjusted by applying the CPI Formula as set forth below. The "Basic Index" shall be the Index published for the month the Lease commences.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Basic Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Basic Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Basic Index}} \times \$185,732.40 \text{ (Basic Rent)}$$

± Amount needed to amortize Tenant's Additional Tenant Improvements,
if any
± Amount needed to amortize change order costs, if any
= New Monthly Rent

(d) Limitations on CPI Adjustment. In no event shall the monthly rent adjustment based upon the CPI Formula result in an annual increase greater than three percent (3%) over the previous year's Basic Rent. In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly rent than was payable during the previous year of the Lease.

In the event the Option is exercised, the Basic Index shall be the Index published for the month the Option term commences. The Basic Rent will be readjusted per Section 5.1 hereof.

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, Titles II and III of the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 270 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the

Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 270 days for any reason, then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder, or (b) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Subject to the disclosures made in the Asbestos Report and the other property condition reports provided by Landlord to Tenant prior to the date hereof, Landlord represents to Tenant that as of June 1, 2014, (i) the Premises, the Building and all Common Areas, (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined); and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as

needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted.

(c) Tenant Obligations. Without limiting Landlord's Obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws. Tenant, at Tenant's sole cost and expense, shall be responsible for any repair, maintenance and replacement of any dedicated or supplemental heating, ventilation and air conditioning units and their systems that exclusively serve the Premises.

(d) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than seven days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES.

Landlord shall furnish and pay for the following services and utilities to the Premises:

(a) Heating, Ventilation and Air Conditioning. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. Any HVAC provided to the Premises after Normal Working Hours shall be provided at fair market rates, which as of the date of this Lease is \$55 per hour per zone.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven

watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. Landlord shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

(f) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building and force majeure.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Tenant Default") shall constitute a material default and breach of this Lease by Tenant:

(i) The failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;

(ii) The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Tenant Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate

this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such ten day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default after delivering prior notice to Landlord where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the health and safety of persons in the Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises after first obtaining Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be

substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, guests or visitors, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees. Nothing in this Lease shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to section 3864 of the Labor Code.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any solely negligent act or omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at

commercially reasonable rates); and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Landlord shall carry insurance on any furniture and furnishings which will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000; and (3) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which Tenant may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the leased premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of unreserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 30 days thereafter or (b) deduct from the Basic Rent thereafter accruing hereunder an amount each month equal to the Basic Rent times the percentage of Parking Spaces not so provided times 1.5 but such deduction from Basic Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%).

21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Remediation Requirement. In the event of (I) Landlord receives written notice of the presence of Hazardous Materials in the Premises or the Building in violation of applicable law during the Term, which Hazardous Materials were present in the Premises or Building prior to the Commencement Date, or (II) the release of Hazardous Materials within the Building or the Premises in violation of applicable law by Landlord or any of Landlord's agents, employees or contractors (and specifically excluding, however, any Hazardous Materials released, transported, generated or used by Tenant, or Tenant's agents, employees, invitees, successors or assigns) after the Commencement Date, then Landlord shall (A) commence within a reasonable time frame (considering the nature and urgency of the situation) after Landlord receives written notice of such breach or discovery and verifies the accuracy of such claim, a

removal, containment or other encapsulation program relating to the breach in question to the extent required by applicable law in order to comply with applicable law, (B) diligently prosecute such program to completion, and (C) indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of Landlord's breach or default under this Section 21(b). The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within thirty (30) days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days within which to cure such default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances and Landlord's reasonable sign criteria.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten (10) days after the execution of this Lease, commissions in an amount equal to two percent (2%) of the new gross rent for the first (1st) five (5) years of the Lease Term and one percent (1%) for years six (6) through eight (8), as a result of the execution of this Lease.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefore, together with all necessary information.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document III in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for

Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration and if the Landlord suspects fraud or wrongdoing by a County employee, Landlord shall report it to the County Fraud Hotline at 1 (800) 544-6861 or www.lacountyfraud.org. You may remain anonymous. Failure to report such solicitation may result in the termination of the Lease.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing and Landlord shall have the right to sell the Property to an independent third party purchaser and assign Landlord's interest in this Lease on account of the sale of the Property. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, other than purchasers, lenders, and prospective purchasers and lenders, and all of their legal representatives or brokers on a need to know basis, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of

this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

33. OPTION TO RENEW.

(a) Terms of Option. Provided that no Material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one option to renew this Lease (the "Option") for an additional period of five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise the Option to extend this Lease by giving Landlord written notice of its intent to do so by Chief Executive Office letter no later than 180 days prior to the end of the initial Term. The actual exercise of the Option shall be only by the Board of Supervisors of the County of Los Angeles.

(c) Terms and Conditions of Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that no Base Tenant Improvement Allowance or Additional Tenant Improvement Allowance shall be due, and provided that Basic Rent for the Extension Term shall be the rate in effect during the last year of the original Lease Term as adjusted in accordance with Article 5 of the Lease, and upon each anniversary date of the commencement of the Extension Term the rent then in effect will increase according to the terms of this Lease, except that Basic Rent shall be readjusted for the Extension Term.

[Signature on Following Page]

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

OMNINET COMMERCE, LP
a Delaware limited partnership

By: Omninet Two GP, LLC,
a California limited liability company
its general partner

By: 

MICHAEL DANIELPOUR
Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate


By: _____
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By: 

Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

(to insert space plan)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Situs Address: 5770 South Eastern Avenue, Commerce

Assessor Parcel No. 6332-022-015

Legal Description:

Please note, the Legal Description collectively describes the following addresses (including the situs above):

4900 So. Eastern Avenue, Commerce, CA 90040
5500 So. Eastern Avenue, Commerce, CA 90040
5700 So. Eastern Avenue, Commerce, CA 90040
5770 So. Eastern Avenue, Commerce, CA 90040
5801 E. Slauson Avenue, Commerce , CA 90040

(Continued on Next Page)

EXHIBIT B

Schedule 1 to Grant Deed

Legal Description of Property

PARCEL A:

PARCELS 2, 3, 4, 5 AND 6 OF PARCEL MAP NO. 18716, IN THE CITY OF COMMERCE, AS PER MAP RECORDED IN BOOK 204, PAGES 27 TO 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, PROVIDED THAT NEITHER THE GRANTOR NOR ANY OF ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF ANY OF SAID LAND FOR THE PURPOSE OF EXTRACTING OR REMOVING SUCH PETROLEUM OR OTHER MINERALS, OR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT NOTHING IN THIS RESTRICTION SHALL BE DEEMED TO DEPRIVE THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, OR LESSEES, OF THE RIGHT TO EXTRACT OR REMOVE ANY SUCH SUBSTANCES BY MEANS OF ANY OPERATION CONDUCTED WHOLLY FROM SURFACE LOCATION ON OTHER LAND, OR FROM SURFACE LOCATION ON SUCH PORTION OF THE LAND HEREBY CONVEYED AS MAY HEREAFTER BE REACQUIRED, AS RESERVED UNTO CHANSLOR-CANFIELD MIDWAY OIL COMPANY IN THE DEED RECORDED IN BOOK 20565, PAGE 1, ET SEQ., OF OFFICIAL RECORDS.

EXCEPT THAT PORTION AS GRANTED TO 5100 EASTERN AVENUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY BY GRANT DEED RECORDED JULY 9, 2004 AS INSTRUMENT NO. 2004-1752266, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 6 OF PARCEL MAP NO. 18716, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 204, PAGES 27 THROUGH 29 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 6, DISTANT SOUTH 52°19'30" WEST 19.20 FEET, FROM THE NORTHEASTERLY TERMINUS OF SAID LINE; THENCE LEAVING SAID LINE NORTH 37°40'30" WEST 322.50 FEET; THENCE NORTH 52°19'57" EAST 16.00 FEET; THENCE NORTH 37°40'03" WEST 20.00 FEET; THENCE SOUTH 52°19'57" WEST 16.00 FEET; THENCE NORTH 37°40'03" WEST 218.97 FEET TO THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF RICKENBACKER ROAD, A PRIVATE AND FUTURE STREET, 63 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, SAID COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 7°19'30" EAST 3.50 FEET; THENCE NORTH 7°19'30" EAST 57.90 FEET ALONG SAID SOUTHERLY PROLONGATION, SAID CERTAIN COURSE, AND ITS NORTHERLY PROLONGATION TO THE NORTHERLY LINE OF SAID PARCEL 6.

ALL RIGHTS OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WAS CONVEYED BY SANTA FE ENERGY COMPANY, SUCCESSOR IN INTEREST TO CHANSLOR-CANFIELD MIDWAY OIL COMPANY, TO NEWCROW IV, A JOINT VENTURE CONSISTING OF NEW

ENGLAND MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, AND CROW LOS ANGELES #11, A TEXAS LIMITED PARTNERSHIP, BY DEED RECORDED NOVEMBER 12, 1980 AS INSTRUMENT NO. 80-01132734 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM, ALL WATER, WATER RIGHTS, AND THE RIGHT TO TAKE WATER WHICH MAY BE APPURTENANT TO THE REAL PROPERTY HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO PRESCRIPTIVE WATER RIGHTS AND THE RIGHT TO TAKE WATER OTHERWISE ADJUDICATED TO UNITED STATES STEEL CORPORATION BY THE SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES IN CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT V, CHARLES F. ADAMS, ET AL, NO. 786,656 IN SAID COUNTY, PROVIDED THAT NEITHER THE GRANTOR NOR ANY OF ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF ANY OF SAID LAND FOR THE PURPOSE OF EXTRACTING OR REMOVING SUCH WATER, OR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT NOTHING IN THIS RESTRICTION SHALL BE DEEMED TO DEPRIVE THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS OR LESSEES, OF THE RIGHT TO EXTRACT OR REMOVE SUCH WATER BY MEANS OF ANY OPERATION CONDUCTED WHOLLY FROM SURFACE LOCATIONS ON OTHER LAND, OR FROM SURFACE LOCATIONS ON SUCH PORTION OF THE LAND HEREBY CONVEYED AS MAY HEREAFTER BE REACQUIRED AS RESERVED BY UNITED STATES STEEL CORPORATION, IN DEED RECORDED JUNE 2, 1980 AS INSTRUMENT NO. 80-0537321 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR PARKING AND INGRESS AND EGRESS PURPOSES ON, OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 12 OF PARCEL MAP NO. 13429, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 158, PAGES 50 THROUGH 56, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENT ENTITLED "PARKING EASEMENT AND RECIPROCAL INGRESS, EGRESS AND ACCESS EASEMENT" RECORDED DECEMBER 19, 2000 AS INSTRUMENT NO. 2000-001975558 OF OFFICIAL RECORDS, AS AMENDED BY THE "FIRST AMENDMENT TO PARKING EASEMENT AND RECIPROCAL INGRESS, EGRESS AND ACCESS AGREEMENT" RECORDED SEPTEMBER 5, 2002 AS INSTRUMENT NO. 02-2082090, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PARCEL B-1: (INGRESS/EGRESS EASEMENT)

THAT PORTION OF SAID PARCEL 12 BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 12; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 12, BEING THE WESTERLY BOUNDARY OF SAID PARCEL 12, BEING THE EASTERLY BOUNDARY OF PARCEL 15 OF SAID PARCEL MAP NO. 13429, NORTH 7°19'30" EAST 80.00 FEET; THENCE SOUTH 17°27'01" EAST 14.32 FEET TO A POINT IN A LINE PARALLEL WITH AND 6.00 FEET EASTERLY FROM THE EASTERLY BOUNDARY OF SAID PARCEL 15, DISTANT THEREON NORTH 7°19'30" EAST 67.00 FEET FROM THE NORTHERLY LINE OF SLAUSON AVENUE, 100.00 FEET IN

WIDTH, AS SHOWN ON SAID PARCEL MAP NO. 13429; THENCE ALONG SAID PARALLEL LINE, SOUTH 7°19'30" WEST 50.00 FEET TO A POINT DISTANT NORTH 7°19'70" EAST 17.00 FEET FROM SAID NORTHERLY LINE OF SLAUSON AVENUE; THENCE SOUTH 25°34'49" EAST 20.25 FEET TO A POINT IN SAID NORTHERLY LINE DISTANT THEREON SOUTH 82°40'30" EAST 17.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL 15; THENCE NORTH 82°40'30" WEST 17.00 FEET TO THE POINT OF BEGINNING.

PARCEL B-2: (INGRESS/EGRESS EASEMENT)

A STRIP OF LAND 26.00 FEET IN WIDTH WITHIN PARCELS 12 AND 15 OF SAID PARCEL MAP, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 317.50 FEET OF SAID PARCEL 12 WITH THE NORTHERLY LINE OF SAID PARCEL 12, BEING ALSO THE SOUTHERLY LINE OF RICKENBACKER ROAD, 63.00 FEET IN WIDTH, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY LINE SOUTH 7°19'30" WEST 1043.72 FEET TO A POINT, DISTANT ALONG SAID EASTERLY LINE, NORTH 7°19'30" EAST 19.47 FEET FROM THE NORTHERLY LINE OF SAID PARCEL 15, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 29.06 FEET THROUGH A CENTRAL ANGLE OF 45°00'00"; THENCE TANGENT TO SAID CURVE, SOUTH 52°19'30" WEST 7.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 41.96 FEET THROUGH A CENTRAL ANGLE OF 64°58'39"; THENCE TANGENT TO SAID CURVE SOUTH 12°39'09" WEST 9.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 276.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 96.41 FEET THROUGH A CENTRAL ANGLE OF 19°59'39"; THENCE TANGENT TO SAID CURVE, SOUTH 7°19'30" WEST 21.90 FEET.

EXCEPTING THEREFROM THAT PORTION DESCRIBED WITHIN PARCEL "A" ABOVE.

PARCEL B-3: (PARKING EASEMENT)

THE EASTERLY 30 FEET OF THE WESTERLY 347.50 FEET OF PARCEL 12 OF PARCEL MAP NO. 13429, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 158, PAGES 50 THROUGH 56, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 20__, between County of Los Angeles, a body politic and corporate ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain _____ rentable square feet of space; and
- (5) Basic Rent per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ___ day of _____, 20__.

"Tenant"	"Landlord"
COUNTY OF LOS ANGELES, a body politic and corporate By: _____ Name: _____ Its: _____	_____, a _____ By: _____ Name: _____ Its: _____

EXHIBIT D

HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)
 - A. Carpets vacuumed.
 - B. Composition floors dust-mopped.
 - C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
 - D. Waste baskets, other trash receptacles emptied.
 - E. Chairs and waste baskets returned to proper position.
 - F. Fingerprints removed from glass doors and partitions.
 - G. Drinking fountains cleaned, sanitized and polished.
 - H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
 - I. Bulb and tube replacements, as required.
 - J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
 - K. Floors washed as needed.
 - L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
 - M. Exclusive day porter service from ____ to ____ (**if provided by contract**).
2. WEEKLY
 - A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
 - B. Window sills, ledges and wood paneling and molding dusted.
3. MONTHLY
 - A. Floors washed and waxed in uncarpeted office area.
 - B. High-reach areas, door frames and tops of partitions dusted.
 - C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
 - D. Picture moldings and frames dusted.
 - E. Wall vents and ceiling vents vacuumed.
 - F. Carpet professionally spot cleaned as required to remove stains.
 - G. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
 - A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
 - B. Wood furniture polished.
 - C. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
 - D. HVAC units serviced for preventative maintenance purposes, all filters changed.
5. SEMI-ANNUALLY
 - A. Windows washed as required inside and outside but not less frequently than twice annually.
 - B. All painted wall and door surfaces washed and stains removed.
 - C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

A. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.

B. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

C. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

D. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence").

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT**

CHILD SUPPORT SERVICES DEPARTMENT, as Tenant

**LANDLORD: OMNINET COMMERCE, LP
a Delaware limited partnership**

5770 SOUTH EASTERN AVENUE, COMMERCE

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated February 3, 2015, executed concurrently herewith, by and between **OMNINET COMMERCE, LP, a Delaware limited partnership** ("Landlord") as Landlord, and COUNTY OF LOS ANGELES ("Tenant" or "County") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

(a) <u>Base Tenant Improvement Allowance:</u>	\$1,768,880 (i.e., \$20 per rentable square foot of the Premises).
(b) <u>Additional Tenant Improvement Allowance:</u>	\$4,422,200 (i.e., \$50 per rentable square foot of the Premises), which amount, in its Tenant's sole discretion, will either be paid by Tenant to Landlord in a lump sum, or paid by Tenant to Landlord on a monthly basis, together with the Additional Tenant Improvement Allowance Amortization Rate over the initial ninety-six (96) months of the Term of the Lease.
(c) <u>Maximum Change Order Allowance:</u>	\$0
(d) <u>Additional Tenant Improvement and Change Order Amortization Rate:</u>	Seven percent (7%) per annum.
(e) <u>Basic Rent Reduction per \$1,000:</u>	Not Applicable.
(f) <u>Tenant's Work Letter Representative:</u>	Nevin Harrison or an assigned staff person of the Chief Executive Office-Real Estate Division.
(g) <u>Landlord's Work Letter Representative:</u>	Kevin Tanna and/or an assigned staff Person of the Landlord.
(h) <u>Landlord's Address for Work Letter Notice:</u>	See Section 1.2(h) of the Lease.
(i) <u>Tenant's Address for Work Letter</u>	Board of Supervisors

<p><u>Notice:</u></p>	<p>Kenneth Hahn Hall of Administration Room 383 500 West Temple Street Los Angeles, California 90012 With a copy to: Chief Executive Office- Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: (213) 217-4971</p>
<p>(j) <u>Addenda:</u></p>	<p>Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Memorandum of Tenant Improvement Cost</p>

2. Construction of the Building.

2.1 Base Building Improvements. Landlord has constructed or shall construct the base Building improvements as a part of the Building described on Addendum A hereto (the "Base Building Improvements"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below) only to the extent such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Tenant Improvement Costs.

(a) In the event that the common areas of the Building or base Building structure or systems do not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the common areas or base Building systems or structure been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the existing Premises to comply with the access requirements of the ADA or make existing building systems, including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) any initial installation of a fire sprinkler system (provided, however, any modification or upgrade of the fire sprinkler system in the Premises on account of the Tenant Improvements shall be included in a Tenant Improvement Costs); (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; and (v) costs incurred in

order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease.

(c) Landlord shall be solely responsible for all costs and expenses necessary to maintain structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses. If Tenant's floor loading requirements exceed customary office standards, then all cost of increasing the floor loading shall be included as a Tenant Improvement Cost.

2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2000 format. In the event Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, such increased costs will be reimbursed to Tenant and any delay caused thereby shall not be a Tenant Delay, as defined below.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three proposals from qualified licensed architects ("Architect") and engineers ("Engineer") familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings as defined below. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three business days after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect and the Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall submit a fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. After adjustments for inconsistent assumptions, Landlord shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "Space Plan"). The Space Plan is subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2 **Preparation and Approval of Working Drawings.** Within ten (10) days of the date the Space Plan is approved by the Landlord (the "Plan Submission Date"), which approval shall not be unreasonably withheld, conditioned or delayed, Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which shall be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be

required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times and the cost of the Architect to prepare the Working Drawings shall be a Tenant Improvement Cost. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 Preparation and Approval of Engineering Drawings. As part of the Tenant Improvement Costs, Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Drawings") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements. The cost and expense of any changes to the Engineering Drawings or Working Drawings shall be included in the Tenant Improvement Costs.

5.6 Schedule. Within 30 days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant which approval shall not be unreasonably withheld, setting forth the dates specific completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

6. Final Construction Budget and Payment of Tenant Construction Costs.

6.1 Construction Budget. Landlord shall submit to Tenant a preliminary budget (the "Preliminary Budget"). Such budget shall be revised into final form within ten days from of the date the Contractor is selected and will be referred to herein as the "Final Construction Budget". Tenant shall have five days from the date of receipt of the Final Construction Budget to approve or

disapprove the Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval or disapproval of the Final Construction Budget or the five day period expires without any response from Tenant. In the event Tenant disapproves the Final Construction Budget due to matters related to cost and the Final Construction Budget is twenty percent (20%) or more higher in cost than was projected in the Preliminary Construction Budget, then any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget unless approved by Tenant.

6.2 Additional Tenant Improvement Allowance. All improvements required by the Working Plans and modular furniture described in the Modular Specifications, as further described in Addendum B hereto (collectively, the "Tenant Improvements") shall be included in Tenant Improvement Costs. Costs of Tenant Improvements shall include, without limitation, construction costs for furniture, telecommunications equipment, soft costs and any other costs designated in writing by Tenant not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively "Tenant Improvement Costs"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. It is anticipated that the Tenant Improvement Costs will exceed the Tenant Improvement Allowance, and Tenant's Chief Executive Office may authorize Landlord to pay the overage in an amount not exceeding the Additional Tenant Improvement Allowance. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein

6.3 Method of Payment. That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs may, at Tenant's election be paid to Landlord (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over the initial ninety-six (96) months of the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the remaining portion of the initial ninety-six (96) months of the term of the Lease, or shorter, at the Tenant Improvement Amortization Rate.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord as part of the Tenant Improvement Costs.

7.2 Bids. Unless waived by Tenant in writing, any the general contractor providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three bids from general contractors for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. At least three bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

(a) Permits. As part of the Tenant Improvement Costs, Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 30 days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays or Tenant Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Tenant shall not interfere with Landlord's posting of notice or notices of non-responsibility by Landlord.

(b) Decorating Decisions. As part of the Tenant Improvement Costs, All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord to Tenant. Landlord shall consult with Tenant with respect to such decorating services and decisions.

(c) Clean-Up and Substandard Work. As part of the Tenant Improvement Costs, Landlord will cause the required clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all reasonable expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(d) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted at the site.

7.4 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on three and one-half inch (3½") 1.4Mb magnetic media diskettes or Compact Diskette (CD) in AutoCAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. **Change Orders.** Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of all authorized Change Orders but only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant and then only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the first ninety-six (96) months of the Term of the Lease at the Change Order Amortization Rate payable in equal monthly installments over the initial ninety-six (96) months of the initial Term of the Lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Furniture System.**

9.1 Tenant shall deliver to Landlord within ten days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's Architect, shall prepare a modular furniture specifications bid package for submission to no less than three furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall provide the modular furniture set forth in the Modular Specifications and shall not be responsible for the cost of such modular furniture in excess of the Additional Tenant Improvement Allowance. Tenant shall reimburse the Landlord in a lump sum or in accordance with a financed transaction entered into between Landlord and the furniture vendor acceptable to the Tenant, including, but not limited to, a lease purchase agreement, provided the outstanding balance can be no more than One Dollar (\$1) at the end of a term not to exceed 60 months.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within thirty days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, which ever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Landlord's Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 24 months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Landlord's Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within 30 days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, initial fire sprinkler system installation (but modifications or upgrades on

account of the Tenant Improvements shall be included in Tenant Improvement Costs), or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, the initial installation of a fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Landlord.

12. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least 30 days prior to the Projected Commencement Date. Notwithstanding the foregoing, Tenant shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date. Landlord shall provide a telephone room and a key to Tenant to such room to store any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

13. **Delay.**

13.1. **Tenant Delays and Force Majeure Delays.** Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, unreasonable failure by the governmental authorities to issue construction, use or occupancy permits despite timely and complete applications submitted by Landlord, or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

13.2. **Limitations.**

(a) **Notice.** No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within 48 hours of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) **Mitigation.** Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord due to such effort does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) **Concurrent Delays.** Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day

period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Tenant Remedies**. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within 180 days after the Projected Commencement Date, Tenant may, at its option:

14.1. Upon 60 days written notice to Landlord, assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five years and deducted from the rent payable hereunder and under the Lease.

14.2 Any default by Landlord beyond notice and cure periods under the terms of this Landlord's Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

15. **Representatives**.

15.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

15.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

16. **Elevator Usage During Move-In**. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements, as part of the Tenant Improvement Costs, Landlord shall cause to be made operational (a) a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two passenger elevators in the elevator bank that

services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

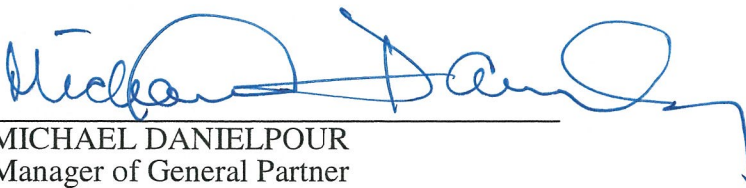
17. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

18. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

LANDLORD:

OMNINET COMMERCE, LP
a Delaware limited partnership


By: Omninet Two GP, LLC,
a California limited liability company
its general partner

By: 
MICHAEL DANIELPOUR
Manager of General Partner

Date Signed: 2/3/15

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: 
Name: Christopher M. Montana
Title: Acting Director of Real Estate

Date Signed: 2/3/15

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

- (a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;
- (b) The core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) Men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;
- (e) Public stairways;
- (f) Passenger and freight elevators;
- (g) Parking facilities;
- (h) Ground floor lobby;
- (i) Finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) Exterior plazas and landscaping;
- (k) Loading dock and/or area;
- (l) Drinking fountains at the core;
- (m) Electrical/telephone closet with not less than seven watts per square foot of rentable area of normal power in the floor electrical closet;
- (n) Conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors _____, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) Two 208/120 and one 480/277 volt panels connected to the Building power system;
- (p) Mechanical equipment room with ducted mechanical exhaust system;
- (q) Concrete floors with trowelled finish, level to specified tolerances and designed to support a minimum live load of 50 pounds per square foot and a partition load of 20 pounds per square foot;

- (r) Standard window coverings;
- (s) Primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (t) Hot and cold air loops located within the Premises;
- (u) Primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;
- (v) Primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) Access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Gypsum board on the service core walls, columns and sills in the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT**

**CHILD SUPPORT SERVICES DEPARTMENT, as Tenant
LANDLORD: OMNINET COMMERCE, LP, a Delaware limited partnership**

5801 EAST SLAUSON AVENUE, COMMERCE, CA

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COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE is entered into as of the 3rd day of February, 2015 between OMNINET COMMERCE, LP ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease.

1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for Notice: Omninet Commerce, LP
Attention: Michael Danielpour
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

With a copy to:

Omninet Property Management
Attention: Andrea Costantini
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

With all rent sent to:

Omninet Commerce, LP
Attention: Accounts Receivable
9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

(b) Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

- (c) Premises: Approximately 26,360 rentable square feet in the Building (defined below) as shown on Exhibit A attached hereto.
- (d) Building: The building located at 5801 East Slauson Avenue, Commerce, CA which is located upon the real property described more particularly in Exhibit B attached hereto (the "Property");
- (e) Term: Ten (10) years commencing 30 days after Tenant's Acceptance of the Premises as defined in Section 4(a) (the "Commencement Date"); and terminating at midnight on the day before the tenth (10th) anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
- (f) Projected Commencement Date: Thirty (30) days following the date of Substantial Completion (as defined in Section 4(a)) of the Premises, which is expected to be on June 1, 2015.
- (g) Commencement Date: See Section 4 (a)
- (h) Irrevocable Offer Expiration Date: June 1, 2015
- (i) Basic Rent: \$55,356.00 per month (which is based upon a rental rate of \$2.10 per rentable square foot (adjustable only as provided in Sections 2(b) and 5 hereof-))
- (j) Early Termination Notice Date: At or after the last day of the 96th full calendar month of the Term.
- (k) Rentable Square Feet in the Premises: 26,360
- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.
- (m) Initial Departmental Use: Child Support Services Department
- (n) Parking Spaces: 105

- (o) Normal Working Hours: 7:00 a.m. to 6:00 p.m., Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- (p) Asbestos Report: A report dated April 2, 2014 prepared by ACC Environmental Consultants Inc., a licensed California Asbestos contractor.

1.2 Defined Terms Relating to Landlord's Work Letter:

- (a) Base Tenant Improvement Allowance: \$527,200 (which is based on \$20 per rentable square foot).
- (b) Additional Tenant Improvement Allowance: Up to \$1,318,000 (which is based on \$50 per rentable square foot), which amount will either be paid by Tenant to Landlord in a lump sum, or paid by Tenant to Landlord on a monthly basis, together with the Additional Tenant Improvement Allowance Amortization Rate over the initial ninety-six (96) months of the Term of the Lease.
- (c) Maximum Change Order Allowance: Not Applicable.
- (d) Additional Tenant Improvement Allowance and Change Order Amortization Rate: Seven percent (7%) per annum
- (e) Basic Rent Reduction: Not Applicable.
- (f) Tenant's Work Letter Representative: Nevin Harrison and/or an assigned staff person of the Chief Executive Office- Real Estate Division to act on behalf of the Tenant.
- (g) Landlord's Work Letter Representative: Kevin Tanna and/or an assigned staff person of the Landlord.
- (h) Landlord's Address for Work Letter Notice: Omninet Commerce, LP
Attention: Kevin Tanna

9420 Wilshire Boulevard, Suite 400
Beverly Hills, CA 90212

(i) Tenant's Address for
Workletter Notice:

Board of Supervisors
Kenneth Hahn Hall of Administration,
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

1.3 Exhibits to Lease:

Exhibit A - Floor Plan of Premises
Exhibit B- Legal Description of Property
Exhibit C - Commencement Date
Memorandum and Confirmation of Lease
Terms
Exhibit D - HVAC Standards
Exhibit E - Cleaning and Maintenance
Schedule

1.4 Landlord's Work Letter:
(Executed concurrently with this Lease and
made a part hereof by this reference):

Landlord's Work Letter
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant
Improvement Costs

1.5 Supplemental Lease
Documents: (Delivered to
Landlord and made a part hereof by this
reference):

Document I: Subordination, Non-disturbance
and Attornment Agreement
Document II: Tenant Estoppel Certificate
Document III: Community Business
Enterprises Form
Document IV: Memorandum of Lease
Document V: Request for Notice

2. PREMISES

(a) Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

(b) Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International

except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

(a) Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall begin 30 days after Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantially Complete" or "Substantial Completion" as used in this Lease shall mean compliance with all of the following: (1) the shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises; (2) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises; (3) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or final sign off, or its equivalent; (4) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and (5) if Landlord is responsible for the installation of telecommunication systems, then such systems shall be completely operational.

(b) Termination Right. If the Commencement Date has not occurred within 180 days from the Projected Commencement Date, subject to Tenant Delays (including, without limitation, failure by Tenant to deliver complete space plans and specifications for the improvements on or before February 1, 2015) or Force Majeure Delays as provided in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

(c) Early Possession. Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

(d) Early Termination. Tenant shall have the right to terminate this Lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than 180 days prior written notice executed by the Chief Executive Officer of Tenant.

5. RENT. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

5.1 RENTAL ADJUSTMENT

On the first anniversary of the Commencement Date, the Basic Rent shall be adjusted as defined herein:

(a) CPI. From and after the first anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and each successive twelve months after the Adjustment Date thereafter, the monthly Basic Rent shall be adjusted by applying the CPI Formula as set forth below. The "Basic Index" shall be the Index published for the month the Lease commences.

(b) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Basic Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Basic Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\begin{array}{l} \frac{\text{New Index}}{\text{Basic Index}} \quad \times \quad \$55,356.00 \text{ (Basic Rent)} \\ \pm \text{ Amount needed to amortize Tenant's Additional Tenant Improvements,} \\ \quad \text{if any} \\ \pm \text{ Amount needed to amortize change order costs, if any} \\ = \text{New Monthly Rent} \end{array}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly rent adjustment based upon the CPI Formula result in an annual increase greater than three percent (3%) over the previous year's Basic Rent. In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly rent than was payable during the previous year of the Lease.

In the event the Option is exercised, the Basic Index shall be the Index published for the month the Option term commences. The Basic Rent will be readjusted per Section 5.1 hereof.

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, Titles II and III of the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION.

(a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 270 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 270 days for any reason, then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

(d) Default By Landlord. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder, or (b) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Subject to the disclosures made in the Asbestos Report and the other property condition reports provided by Landlord to Tenant prior to the date hereof, Landlord represents to Tenant that as of June 1, 2014, (i) the Premises, the Building and all Common Areas, (including electrical, heating, ventilating and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including use the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined); and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(b) Landlord Obligations. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its

sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted.

(c) Tenant Obligations. Without limiting Landlord's Obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws. Tenant, at Tenant's sole cost and expense, shall be responsible for any repair, maintenance and replacement of any dedicated or supplemental heating, ventilation and air conditioning units and their systems that exclusively serve the Premises.

(d) Tenant's Right to Repair. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than seven days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action. If not reimbursed by Landlord within ten days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES.

Landlord shall furnish and pay for the following services and utilities to the Premises:

(a) Heating, Ventilation and Air Conditioning. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. Any HVAC provided to the Premises after Normal Working Hours shall be provided at fair market rates, which as of the date of this Lease is \$55 per hour per zone.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. Landlord shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

(f) Access. Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building and force majeure.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

(a) Default. The occurrence of any one or more of the following events (a "Tenant Default") shall constitute a material default and breach of this Lease by Tenant:

(i) The failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;

(ii) The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. Tenant agrees that if a Tenant Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)) ; provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such ten day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease.

(b) Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default after delivering prior notice to Landlord where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the health and safety of persons in the Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises after first obtaining Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed, provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16. ALTERATIONS AND ADDITIONS.

(a) Landlord Consent. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively,

"Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

(b) End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION.

(a) Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays

that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

(e) Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(f) Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

(a) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, guests or visitors, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees. Nothing in this Lease shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to section 3864 of the Labor Code.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any solely negligent act or omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests; or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates); and (2) be written for full replacement cost of the property, with

a deductible of no greater than 5% of the property value. Landlord shall carry insurance on any furniture and furnishings which will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.

(ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000; and (3) personal and advertising injury of \$1,000,000.

(iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease.

(b) Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which Tenant may carry.

(c) Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the leased premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

(d) Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to the number of unreserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire

Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective 30 days thereafter or (b) deduct from the Basic Rent thereafter accruing hereunder an amount each month equal to the Basic Rent times the percentage of Parking Spaces not so provided times 1.5 but such deduction from Basic Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%).

21. ENVIRONMENTAL MATTERS

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord Remediation Requirement. In the event of (I) Landlord receives written notice of the presence of Hazardous Materials in the Premises or the Building in violation of applicable law during the Term, which Hazardous Materials were present in the Premises or Building prior to the Commencement Date, or (II) the release of Hazardous Materials within the Building or the Premises in violation of applicable law by Landlord or any of Landlord's agents, employees or contractors (and specifically excluding, however, any Hazardous Materials released, transported, generated or used by Tenant, or Tenant's agents, employees, invitees, successors or assigns) after the Commencement Date, then Landlord shall (A) commence within a reasonable time frame (considering the nature and urgency of the situation) after Landlord receives written notice of such breach or discovery and verifies the accuracy of such claim, a removal, containment or other encapsulation program relating to the breach in question to the extent required by applicable law in order to comply with applicable law, (B) diligently

prosecute such program to completion, and (C) indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of Landlord's breach or default under this Section 21(b). The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

22. ESTOPPEL CERTIFICATES. Tenant shall, within thirty (30) days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES

(a) Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

(b) Existing Deeds of Trust. The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within thirty (30) days after the execution of this Lease.

(c) Request for Notice. Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(d) Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail

requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten (10) days within which to cure such default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances and Landlord's reasonable sign criteria.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL

(a) Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten (10) days after the execution of this Lease, commissions in an amount equal to two percent (2%) of the new gross rent for the first (1st) five (5) years of the Lease Term and one percent (1%) for years six (6) through eight (8), as a result of the execution of this Lease.

(d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefore, together with all necessary information.

(k) Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document III in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

(l) Memorandum of Lease. If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30. AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the

"Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

(b) Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration and if the Landlord suspects fraud or wrongdoing by a County employee, Landlord shall report it to the County Fraud Hotline at 1 (800) 544-6861 or www.lacountyfraud.org. You may remain anonymous. Failure to report such solicitation may result in the termination of the Lease.

(c) Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Basic Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of the California Government Code, which prohibits the

offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing and Landlord shall have the right to sell the Property to an independent third party purchaser and assign Landlord's interest in this Lease on account of the sale of the Property. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of (a) \$500,000 or (b) 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Basic Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, other than purchasers, lenders, and prospective purchasers and lenders, and all of their legal representatives or brokers on a need to know basis, except with County's prior written consent. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

(vii) The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

32. IRREVOCABLE OFFER. In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

33. OPTION TO RENEW.

(a) Terms of Option. Provided that no Material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one option to renew this Lease (the "Option") for an additional period of five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise the Option to extend this Lease by giving Landlord written notice of its intent to do so by Chief Executive Office letter no later than 180 days prior to the end of the initial Term. The actual exercise of the Option shall be only by the Board of Supervisors of the County of Los Angeles.

(c) Terms and Conditions of Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that no Base Tenant Improvement Allowance or Additional Tenant Improvement Allowance shall be due, and provided that Basic Rent for the Extension Term shall be the rate in effect during the last year of the original Lease Term as adjusted in accordance with Article 5 of the Lease, and upon each anniversary date of the commencement of the Extension Term the rent then in effect will increase according to the terms of this Lease, except that Basic Rent shall be readjusted for the Extension Term.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

OMNINET COMMERCE, LP
a Delaware limited partnership

By: Omninet Two GP, LLC,
a California limited liability company
its general partner

Title: 
Michael Danielpour, Manager of GP

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Name: Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

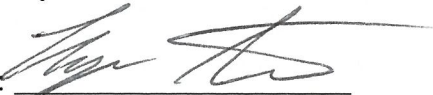
By: 
Deputy

EXHIBIT A
FLOOR PLAN OF PREMISES

(to insert space plan)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Situs Address: 5801 East Slauson Avenue, Commerce, CA

Assessor Parcel No. 6332-022-007 & 6332-022-006

Legal Description:

Please note, the Legal Description collectively describes the following addresses (including the situs above):

4900 So. Eastern Avenue, Commerce, CA 90040
5500 So. Eastern Avenue, Commerce, CA 90040
5700 So. Eastern Avenue, Commerce, CA 90040
5770 So. Eastern Avenue, Commerce, CA 90040
5801 E. Slauson Avenue, Commerce , CA 90040

(Continued on Next Page)

EXHIBIT B

Schedule 1 to Grant Deed

Legal Description of Property

PARCEL A:

PARCELS 2, 3, 4, 5 AND 6 OF PARCEL MAP NO. 18716, IN THE CITY OF COMMERCE, AS PER MAP RECORDED IN BOOK 204, PAGES 27 TO 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, PROVIDED THAT NEITHER THE GRANTOR NOR ANY OF ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF ANY OF SAID LAND FOR THE PURPOSE OF EXTRACTING OR REMOVING SUCH PETROLEUM OR OTHER MINERALS, OR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT NOTHING IN THIS RESTRICTION SHALL BE DEEMED TO DEPRIVE THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, OR LESSEES, OF THE RIGHT TO EXTRACT OR REMOVE ANY SUCH SUBSTANCES BY MEANS OF ANY OPERATION CONDUCTED WHOLLY FROM SURFACE LOCATION ON OTHER LAND, OR FROM SURFACE LOCATION ON SUCH PORTION OF THE LAND HEREBY CONVEYED AS MAY HEREAFTER BE REACQUIRED, AS RESERVED UNTO CHANSLOR-CANFIELD MIDWAY OIL COMPANY IN THE DEED RECORDED IN BOOK 20565, PAGE 1, ET SEQ., OF OFFICIAL RECORDS.

EXCEPT THAT PORTION AS GRANTED TO 5100 EASTERN AVENUE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY BY GRANT DEED RECORDED JULY 9, 2004 AS INSTRUMENT NO. 2004-1752266, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 6 OF PARCEL MAP NO. 18716, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 204, PAGES 27 THROUGH 29 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL 6, DISTANT SOUTH 52°19'30" WEST 19.20 FEET, FROM THE NORTHEASTERLY TERMINUS OF SAID LINE; THENCE LEAVING SAID LINE NORTH 37°40'30" WEST 322.50 FEET; THENCE NORTH 52°19'57" EAST 16.00 FEET; THENCE NORTH 37°40'03" WEST 20.00 FEET; THENCE SOUTH 52°19'57" WEST 16.00 FEET; THENCE NORTH 37°40'03" WEST 218.97 FEET TO THE SOUTHERLY PROLONGATION OF THAT CERTAIN COURSE IN THE SOUTHERLY LINE OF RICKENBACKER ROAD, A PRIVATE AND FUTURE STREET, 63 FEET WIDE, AS SHOWN ON SAID PARCEL MAP, SAID COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 7°19'30" EAST 3.50 FEET; THENCE NORTH 7°19'30" EAST 57.90 FEET ALONG SAID SOUTHERLY PROLONGATION, SAID CERTAIN COURSE, AND ITS NORTHERLY PROLONGATION TO THE NORTHERLY LINE OF SAID PARCEL 6.

ALL RIGHTS OF SURFACE ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WAS CONVEYED BY SANTA FE ENERGY COMPANY, SUCCESSOR IN INTEREST TO CHANSLOR-CANFIELD MIDWAY OIL COMPANY, TO NEWCROW IV, A JOINT VENTURE CONSISTING OF NEW

ENGLAND MUTUAL LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION, AND CROW LOS ANGELES #11, A TEXAS LIMITED PARTNERSHIP, BY DEED RECORDED NOVEMBER 12, 1980 AS INSTRUMENT NO. 80-01132734 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM, ALL WATER, WATER RIGHTS, AND THE RIGHT TO TAKE WATER WHICH MAY BE APPURTENANT TO THE REAL PROPERTY HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO PRESCRIPTIVE WATER RIGHTS AND THE RIGHT TO TAKE WATER OTHERWISE ADJUDICATED TO UNITED STATES STEEL CORPORATION BY THE SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES IN CENTRAL AND WEST BASIN WATER REPLENISHMENT DISTRICT V, CHARLES F. ADAMS, ET AL, NO. 786,656 IN SAID COUNTY, PROVIDED THAT NEITHER THE GRANTOR NOR ANY OF ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF ANY OF SAID LAND FOR THE PURPOSE OF EXTRACTING OR REMOVING SUCH WATER, OR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT NOTHING IN THIS RESTRICTION SHALL BE DEEMED TO DEPRIVE THE GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS OR LESSEES, OF THE RIGHT TO EXTRACT OR REMOVE SUCH WATER BY MEANS OF ANY OPERATION CONDUCTED WHOLLY FROM SURFACE LOCATIONS ON OTHER LAND, OR FROM SURFACE LOCATIONS ON SUCH PORTION OF THE LAND HEREBY CONVEYED AS MAY HEREAFTER BE REACQUIRED AS RESERVED BY UNITED STATES STEEL CORPORATION, IN DEED RECORDED JUNE 2, 1980 AS INSTRUMENT NO. 80-0537321 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR PARKING AND INGRESS AND EGRESS PURPOSES ON, OVER, UNDER AND ACROSS THAT PORTION OF PARCEL 12 OF PARCEL MAP NO. 13429, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 158, PAGES 50 THROUGH 56, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN INSTRUMENT ENTITLED "PARKING EASEMENT AND RECIPROCAL INGRESS, EGRESS AND ACCESS EASEMENT" RECORDED DECEMBER 19, 2000 AS INSTRUMENT NO. 2000-001975558 OF OFFICIAL RECORDS, AS AMENDED BY THE "FIRST AMENDMENT TO PARKING EASEMENT AND RECIPROCAL INGRESS, EGRESS AND ACCESS AGREEMENT" RECORDED SEPTEMBER 5, 2002 AS INSTRUMENT NO. 02-2082090, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PARCEL B-1: (INGRESS/EGRESS EASEMENT)

THAT PORTION OF SAID PARCEL 12 BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL 12; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 12, BEING THE WESTERLY BOUNDARY OF SAID PARCEL 12, BEING THE EASTERLY BOUNDARY OF PARCEL 15 OF SAID PARCEL MAP NO. 13429, NORTH 7°19'30" EAST 80.00 FEET; THENCE SOUTH 17°27'01" EAST 14.32 FEET TO A POINT IN A LINE PARALLEL WITH AND 6.00 FEET EASTERLY FROM THE EASTERLY BOUNDARY OF SAID PARCEL 15, DISTANT THEREON NORTH 7°19'30" EAST 67.00 FEET FROM THE NORTHERLY LINE OF SLAUSON AVENUE, 100.00 FEET IN

WIDTH, AS SHOWN ON SAID PARCEL MAP NO. 13429; THENCE ALONG SAID PARALLEL LINE, SOUTH 7°19'30" WEST 50.00 FEET TO A POINT DISTANT NORTH 7°19'70" EAST 17.00 FEET FROM SAID NORTHERLY LINE OF SLAUSON AVENUE; THENCE SOUTH 25°34'49" EAST 20.25 FEET TO A POINT IN SAID NORTHERLY LINE DISTANT THEREON SOUTH 82°40'30" EAST 17.00 FEET FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL 15; THENCE NORTH 82°40'30" WEST 17.00 FEET TO THE POINT OF BEGINNING.

PARCEL B-2: (INGRESS/EGRESS EASEMENT)

A STRIP OF LAND 26.00 FEET IN WIDTH WITHIN PARCELS 12 AND 15 OF SAID PARCEL MAP, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 317.50 FEET OF SAID PARCEL 12 WITH THE NORTHERLY LINE OF SAID PARCEL 12, BEING ALSO THE SOUTHERLY LINE OF RICKENBACKER ROAD, 63.00 FEET IN WIDTH, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID EASTERLY LINE SOUTH 7°19'30" WEST 1043.72 FEET TO A POINT, DISTANT ALONG SAID EASTERLY LINE, NORTH 7°19'30" EAST 19.47 FEET FROM THE NORTHERLY LINE OF SAID PARCEL 15, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 29.06 FEET THROUGH A CENTRAL ANGLE OF 45°00'00"; THENCE TANGENT TO SAID CURVE, SOUTH 52°19'30" WEST 7.52 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 41.96 FEET THROUGH A CENTRAL ANGLE OF 64°58'39"; THENCE TANGENT TO SAID CURVE SOUTH 12°39'09" WEST 9.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 276.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 96.41 FEET THROUGH A CENTRAL ANGLE OF 19°59'39"; THENCE TANGENT TO SAID CURVE, SOUTH 7°19'30" WEST 21.90 FEET.

EXCEPTING THEREFROM THAT PORTION DESCRIBED WITHIN PARCEL "A" ABOVE.

PARCEL B-3: (PARKING EASEMENT)

THE EASTERLY 30 FEET OF THE WESTERLY 347.50 FEET OF PARCEL 12 OF PARCEL MAP NO. 13429, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 158, PAGES 50 THROUGH 56, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 20__, between County of Los Angeles, a body politic and corporate ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain _____ rentable square feet of space; and
- (5) Basic Rent per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ___ day of _____, 20__.

"Tenant"	"Landlord"
<p>COUNTY OF LOS ANGELES, a body politic and corporate</p> <p>By: _____ Name: _____ Its: _____</p>	<p>_____, a _____</p> <p>By: _____ Name: _____ Its: _____</p>

EXHIBIT D
HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)
 - A. Carpets vacuumed.
 - B. Composition floors dust-mopped.
 - C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
 - D. Waste baskets, other trash receptacles emptied.
 - E. Chairs and waste baskets returned to proper position.
 - F. Fingerprints removed from glass doors and partitions.
 - G. Drinking fountains cleaned, sanitized and polished.
 - H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
 - I. Bulb and tube replacements, as required.
 - J. Graffiti expunged as needed within two (2) working days after notice by Tenant.
 - K. Floors washed as needed.
 - L. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
 - M. Exclusive day porter service from ____ to ____ (**if provided by contract**).
2. WEEKLY
 - A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
 - B. Window sills, ledges and wood paneling and molding dusted.
3. MONTHLY
 - A. Floors washed and waxed in uncarpeted office area.
 - B. High-reach areas, door frames and tops of partitions dusted.
 - C. Upholstered furniture vacuumed, plastic and leather furniture wiped.
 - D. Picture moldings and frames dusted.
 - E. Wall vents and ceiling vents vacuumed.
 - F. Carpet professionally spot cleaned as required to remove stains.
 - G. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
 - A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
 - B. Wood furniture polished.
 - C. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
 - D. HVAC units serviced for preventative maintenance purposes, all filters changed.
5. SEMI-ANNUALLY
 - A. Windows washed as required inside and outside but not less frequently than twice annually.
 - B. All painted wall and door surfaces washed and stains removed.
 - C. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

A. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.

B. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.

C. Touch-up paint all interior painted surfaces in a color and finish to match existing.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

C. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning: a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

D. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence").

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT**

CHILD SUPPORT SERVICES DEPARTMENT, as Tenant

**LANDLORD: OMNINET COMMERCE, LP
a Delaware limited partnership**

5801 EAST SLAUSON AVENUE, COMMERCE

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated February 3, 2015, executed concurrently herewith, by and between **OMNINET COMMERCE, LP, a Delaware limited partnership** ("Landlord") as Landlord, and COUNTY OF LOS ANGELES ("Tenant" or "County") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- (a) Base Tenant Improvement Allowance: \$527,200 (i.e., \$20 per rentable square foot of the Premises).

- (b) Additional Tenant Improvement Allowance: \$1,318,000 (i.e., \$50 per rentable square foot of the Premises), which amount, in its Tenant's sole discretion, will either be paid by Tenant to Landlord in a lump sum, or paid by Tenant to Landlord on a monthly basis, together with the Additional Tenant Improvement Allowance Amortization Rate over the initial ninety-six (96) months of the Term of the Lease.

- (c) Maximum Change Order Allowance: \$0

- (d) Additional Tenant Improvement and Change Order Amortization Rate: Seven percent (7%) per annum.

- (e) Basic Rent Reduction per \$1,000: Not Applicable.

- (f) Tenant's Work Letter Representative: Nevin Harrison or an assigned staff person of the Chief Executive Office-Real Estate Division.

- (g) Landlord's Work Letter Representative: Kevin Tanna and/or an assigned staff Person of the Landlord.

- (h) Landlord's Address for Work Letter Notice: See Section 1.2(h) of the Lease.

- (i) Tenant's Address for Work Letter Board of Supervisors

Notice:

Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012
With a copy to:
Chief Executive Office-
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

(j) Addenda:

Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant
Improvement Cost

2. **Construction of the Building.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct the base Building improvements as a part of the Building described on Addendum A hereto (the "Base Building Improvements"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below) only to the extent such changes or additions are specifically described in Addendum B hereto.

2.2 **Additional Costs Not Tenant Improvement Costs.**

(a) In the event that the common areas of the Building or base Building structure or systems do not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the common areas or base Building systems or structure been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the existing Premises to comply with the access requirements of the ADA or make existing building systems, including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) any initial installation of a fire sprinkler system (provided, however, any modification or upgrade of the fire sprinkler system in the Premises on account of the Tenant Improvements shall be included in a Tenant Improvement Costs); (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; and (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease.

(c) Landlord shall be solely responsible for all costs and expenses necessary to maintain structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual

live loads and other such uses. If Tenant's floor loading requirements exceed customary office standards, then all cost of increasing the floor loading shall be included as a Tenant Improvement Cost.

2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2000 format. In the event Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, such increased costs will be reimbursed to Tenant and any delay caused thereby shall not be a Tenant Delay, as defined below.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three proposals from qualified licensed architects ("Architect") and engineers ("Engineer") familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings as defined below. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three business days after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect and the Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall submit a fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. After adjustments for inconsistent assumptions, Landlord shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "Space Plan"). The Space Plan is subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2 **Preparation and Approval of Working Drawings.** Within ten (10) days of the date the Space Plan is approved by the Landlord (the "Plan Submission Date"), which approval shall not be unreasonably withheld, conditioned or delayed, Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which shall be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times and the cost of the Architect to prepare the Working Drawings shall be a Tenant Improvement Cost. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 Preparation and Approval of Engineering Drawings. As part of the Tenant Improvement Costs, Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Drawings") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements. The cost and expense of any changes to the Engineering Drawings or Working Drawings shall be included in the Tenant Improvement Costs.

5.6 Schedule. Within 30 days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant which approval shall not be unreasonably withheld, setting forth the dates specific completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

6. Final Construction Budget and Payment of Tenant Construction Costs.

6.1 Construction Budget. Landlord shall submit to Tenant a preliminary budget (the "Preliminary Budget"). Such budget shall be revised into final form within ten days from the date the Contractor is selected and will be referred to herein as the "Final Construction Budget". Tenant shall have five days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval or disapproval of the Final Construction Budget or the five day period expires without any response from Tenant. In the event Tenant disapproves the Final Construction Budget due to matters related to cost and the Final Construction Budget is twenty percent (20%) or more higher in cost than was projected in the Preliminary Construction Budget, then any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget unless approved by Tenant.

6.2 Additional Tenant Improvement Allowance. All improvements required by the Working Plans and modular furniture described in the Modular Specifications, as further described

in Addendum B hereto (collectively, the "Tenant Improvements") shall be included in Tenant Improvement Costs. Costs of Tenant Improvements shall include, without limitation, construction costs for furniture, telecommunications equipment, soft costs and any other costs designated in writing by Tenant not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively "Tenant Improvement Costs"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. It is anticipated that the Tenant Improvement Costs will exceed the Tenant Improvement Allowance, and Tenant's Chief Executive Office may authorize Landlord to pay the overage in an amount not exceeding the Additional Tenant Improvement Allowance. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein-

6.3 Method of Payment. That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs may, at Tenant's election be paid to Landlord (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over the initial ninety-six (96) months of the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the remaining portion of the initial ninety-six (96) months of the term of the Lease, or shorter, at the Tenant Improvement Amortization Rate.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord as part of the Tenant Improvement Costs.

7.2 Bids. Unless waived by Tenant in writing, any the general contractor providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three bids from general contractors for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. At least three bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

(a) Permits. As part of the Tenant Improvement Costs, Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 30 days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays or Tenant Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Tenant shall not interfere with Landlord's posting of notice or notices of non-responsibility by Landlord.

(b) Decorating Decisions. As part of the Tenant Improvement Costs, All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord to Tenant. Landlord shall consult with Tenant with respect to such decorating services and decisions.

(c) Clean-Up and Substandard Work. As part of the Tenant Improvement Costs, Landlord will cause the required clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all reasonable expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(d) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted at the site.

7.4 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on three and one-half inch (3½") 1.4Mb magnetic media diskettes or Compact Diskette (CD) in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Change Orders. Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of all authorized Change Orders but only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant and then only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the first ninety-six (96) months of the Term of the Lease at the Change Order Amortization Rate payable in equal monthly installments over the initial ninety-six (96) months of the initial Term of the Lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Furniture System.**

9.1 Tenant shall deliver to Landlord within ten days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's Architect, shall prepare a modular furniture specifications bid package for submission to no less than three furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall provide the modular furniture set forth in the Modular Specifications and shall not be responsible for the cost of such modular furniture in excess of the Additional Tenant Improvement Allowance. Tenant shall reimburse the Landlord in a lump sum or in accordance with a financed transaction entered into between Landlord and the furniture vendor acceptable to the Tenant, including, but not limited to, a lease purchase agreement, provided the outstanding balance can be no more than One Dollar (\$1) at the end of a term not to exceed 60 months.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within thirty days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, which ever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Landlord's Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 24 months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Landlord's Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within 30 days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, initial fire sprinkler system installation (but modifications or upgrades on account of the Tenant Improvements shall be included in Tenant Improvement Costs), or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, the initial installation of a fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Landlord.

12. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least 30 days prior to the Projected Commencement Date. Notwithstanding the foregoing, Tenant shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date. Landlord shall provide a telephone room and a key to Tenant to such room to store any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

13. **Delay.**

13.1. **Tenant Delays and Force Majeure Delays.** Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of

the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, unreasonable failure by the governmental authorities to issue construction, use or occupancy permits despite timely and complete applications submitted by Landlord, or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

13.2. Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within 48 hours of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord due to such effort does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Tenant Remedies.** If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within 180 days after the Projected Commencement Date, Tenant may, at its option:

14.1. Upon 60 days written notice to Landlord, assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five years and deducted from the rent payable hereunder and under the Lease.

14.2 Any default by Landlord beyond notice and cure periods under the terms of this Landlord's Work Letter shall constitute a default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

15. **Representatives.**

15.1 **Tenant Representative.** Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

15.2 **Landlord Representative.** Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

16. **Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements, as part of the Tenant Improvement Costs, Landlord shall cause to be made operational (a) a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.


17. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

18. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

LANDLORD:

**OMNINET COMMERCE, LP,
a Delaware limited partnership**

By: Omninet Two GP, LLC
Name: a California limited liability company
its general partner

By: 
Name: Michael Danielpour
Title: Manager
Date Signed: 2/3/15

TENANT:

**COUNTY OF LOS ANGELES,
a body politic and corporate**

By: 
Name: Christopher M. Montana
Title: Director of Real Estate
Date Signed: 2/3/15

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

- (a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;
- (b) The core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;
- (c) Men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;
- (e) Public stairways;
- (f) Passenger and freight elevators;
- (g) Parking facilities;
- (h) Ground floor lobby;
- (i) Finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) Exterior plazas and landscaping;
- (k) Loading dock and/or area;
- (l) Drinking fountains at the core;
- (m) Electrical/telephone closet with not less than seven watts per square foot of rentable area of normal power in the floor electrical closet;
- (n) Conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors _____, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (o) Two 208/120 and one 480/277 volt panels connected to the Building power system;
- (p) Mechanical equipment room with ducted mechanical exhaust system;
- (q) Concrete floors with trowelled finish, level to specified tolerances and designed to support a minimum live load of 50 pounds per square foot and a partition load of 20 pounds per square foot;

- (r) Standard window coverings;
- (s) Primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (t) Hot and cold air loops located within the Premises;
- (u) Primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;
- (v) Primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) Access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Gypsum board on the service core walls, columns and sills in the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

