



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>

WILLIAM T FUJIOKA
Chief Executive Officer

August 5, 2008

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

Dear Supervisors:

**SEVEN-YEAR LEASE - DEPARTMENT OF MENTAL HEALTH
11303 WEST WASHINGTON BOULEVARD, CULVER CITY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

This recommendation is for a seven-year lease for 15,980 rentable square feet of office space which will be used by the Department of Mental Health (DMH).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration (ND) 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 ND reflects the independent judgment of the County of Los Angeles (County) to approve the ND, find that the project will have no adverse effect on wildlife resources, and authorize the Chief Executive Office (CEO) to complete and file a Certificate of Fee Exemption for the project.
2. Approve and instruct the Chair to sign the seven-year lease with Penny Meepos, Successor Trustee of the Kelen Family Trust B and Penny Meepos as Trustee of the Penny Kelen Meepos Trust, (Lessor) for the occupancy of 15,980 rentable square feet of office space and 64 parking spaces for DMH at 11303 West Washington Boulevard, Culver City, for a maximum first year cost of \$951,200. The rental and related costs are to be funded through State and Federal funding sources.

"To Enrich Lives Through Effective And Caring Service"

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Third District

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3. Authorize the Internal Services Department (ISD), at the direction of the CEO, to acquire telephone, data, and low voltage systems at a cost not to exceed \$755,000, which will be paid by DMH in a lump sum.
4. Authorize the CEO, DMH, and ISD to implement the project. The lease will be effective upon approval by your Board, but the term and rent will commence upon completion of the improvements by the Lessor and acceptance by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The lease proposed herein will provide DMH with a satellite facility for the Adult Systems of Care (ASOC)-Full Service Partnership (FSP), and Wellness Center (WC) programs to augment the existing Edmund D. Edelman Westside Mental Health Center (MHC) at 11080 Olympic Boulevard, Los Angeles, located within three miles of the proposed facility. It will also provide space for DMH staff currently housed in 14,013 square feet of office space at 11390 West Olympic where they are currently collocated with the Departments of Public Social Services (DPSS) in 29,823 square feet and Children and Family Services (DCFS) in 24,364 square feet for a combined total of 68,200 square feet of office space.

The current lease at 11390 West Olympic will terminate September 30, 2008, and the Landlord has notified the County of its intent to begin demolition of certain portions of the property as they work to re-build and re-position the property for the West Los Angeles (WLA) market. Both DPSS and DCFS are being relocated to other facilities. DPSS will be relocating to its Rancho Park office in early September, 2008, and DCFS is targeted to move to 5757 Wilshire Boulevard, Los Angeles, in late January, 2009.

As pertains to the FSP and WC components of the lease project, DMH has secured funds under the State Proposition 63 – Mental Health Services Act (MHSA). As a condition of funding, DMH is mandated to formulate a plan for the expeditious implementation of various mental health services across the County.

The ASOC-FSP programs are an outpatient direct service with an emphasis on supportive and recovery-based services that assist adult clients with a serious mental illness to live independently and become employed and live more enriching lives. The WCs are designed to offer options to clients who no longer need the intensive services offered by the FSP programs or traditional adult outpatient services, and who are ready to take increasing responsibility for their own wellness and recovery. The proposed lease is the eighth in the series of 14 approved satellite locations for the WC program to be located throughout the County.

The proposed lease will provide office space to house a total of 76 staff with 64 on site parking spaces. The office will have some public intake by appointment and is in close proximity to public transportation routes. The proposed satellite office will allow DMH to provide more seamless transition services for its target population.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide service excellence (Goal 1) and assist families' well-being (Goal 5). In this case, the County is providing an innovative, supportive mental health program designed to further enhance client recovery and improve the delivery, efficiency, and effectiveness of mental health operations.

FISCAL IMPACT/FINANCING

The proposed lease will provide DMH the use of 15,980 rentable square feet of office space and 64 parking spaces at an initial monthly full service base rent of \$59,925 or \$719,100 annually.

| PROPOSED LEASE | 11303 WEST WASHINGTON BOULEVARD, CULVER CITY |
|----------------------------|--|
| Area | 15,980 rentable square feet |
| Term | Seven years, commencing upon Board approval and completion of the Tenant Improvements (TI) |
| Annual Base Rent | \$ 719,100 (\$3.75 per sq.ft. per month) |
| Base TI allowance | \$ 559,300 (\$35 per sq.ft. included in Base Rent) |
| Additional TI allowance | \$ 878,900 ⁽¹⁾ (\$55 per sq.ft.) |
| Change Order allowance | \$ 75,000 ⁽¹⁾ |
| Annual TI Reimbursement | \$ 232,100 ⁽¹⁾ (\$1.21 per sq. ft. per month) |
| Maximum Annual Rent | \$ 951,200 ⁽²⁾ (\$4.96 per sq.ft. per month) |
| Cancellation | After five years |
| Parking (included in Rent) | 64 parking spaces |
| Option to Renew | Five-year option |
| Rental Adjustment | 4 percent fixed step |

⁽¹⁾ \$953,900 represents the maximum amount of reimbursable TI and change order funds available for this project. If this entire amount is expended and amortized over 60 months at the proposed rate of 8 percent, the annual TI reimbursement amount will be \$232,100 (\$1.21/\$14.52 per sq.ft. per month/annually).
⁽²⁾ Includes annual base rent and annual reimbursement of Additional TI and change order allowances.

Sufficient funding for the rental costs of the proposed lease is included in the 2008-09 Rent Expense budget and will be billed back to the department. DMH has sufficient funding in its 2008-09 operating budget to cover the projected lease costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease will serve as new FSP and WC operations offices for DMH with additional office space for DMH administrative personnel now located at 11390 West Olympic Boulevard, Los Angeles. The proposed seven-year lease will provide 15,980 rentable square feet of office space and 64 parking spaces. The lease contains the following provisions.

- Seven-year term commencing after completion of the improvements by the Lessor and acceptance by the County.
- A full-service gross basis whereby the Lessor is responsible for the operational and maintenance costs associated with the premises.
- A TI allowance of \$559,300 or \$35 per square foot, included in the base rental rate for improvement of the premises.
- A reimbursable additional TI allowance of \$878,900 or \$55 per square foot, and \$75,000 change order allowance, which may be paid in a lump sum or amortized over a five-year term at an annual interest rate of 8 percent.
- A cancellation provision allowing the County to cancel at or anytime after five years of the term upon 180 days prior written notice.
- Furniture will be purchased through the lease as part of the TI allowance via a County Agreement Vendor.
- One five-year option to extend the lease with 180 days prior written notice.
- Annual fixed step rental adjustments of 4 percent per annum through the term of the lease.

CEO Real Estate staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement. Based upon said survey, staff has established that the base rental range for similar space is between \$30.00 and \$54.00 per square foot per year on a full-service gross basis, i.e., including operational and maintenance costs as well as utilities and janitorial expenses exclusive of parking. Thus, the base annual rent of \$45.00 full-service gross including parking for the proposed lease represents a rate within the range of market for the area. Although the rental rate is in the upper range, the proposed facility provides the only viable space to house the DMH program within the service area. Attachment B 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 has inspected this facility and found it suitable for County occupancy. Construction of the TI will be completed in compliance with American with Disabilities Act (ADA) and building codes. Additionally, the landlord will ensure ADA path of travel requirements are met.

The City of Culver City has been formally advised of the proposed lease pursuant to Government Code 25351 and 65402 Notification Letters that were forwarded to the City on March 30, 2008. This office received a written response from the City indicating the proposed lease is acceptable and consistent with its General Plan.

A child care center is not feasible for the department in the proposed lease premises.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CEO has made an initial study of environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on the wildlife resources. Accordingly, a ND has been prepared and a notice posted at the site as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15072. Copies of the completed Study, the resulting ND, and the Notice of Preparation of ND as posted are attached. No comments to the ND were received. A fee must be paid to the State Department of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

The Honorable Board of Supervisors
August 5, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will provide the necessary office space for this County requirement.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return four originals of the executed lease, 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 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CEM:JP:hd

Attachments (5)

c: County Counsel
Auditor Controller
Department of Mental Health
Internal Services Department

**DEPARTMENT OF MENTAL HEALTH
11303 WEST WASHINGTON BOULEVARD, CULVER CITY
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 Satellite office near 11080 West Olympic Boulevard, Los Angeles. | 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 Lease represents approximately 210 square feet per person. | X | | |
| 2. | <u>Capital</u> | | | |
| A | Is it a substantial net County cost (NCC) program? | | 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 B? | X | | |
| G | Was build-to-suit or capital project considered? Space requirement as well as time constraints does not allow for these types of projects. | | 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. Three DMH programs are intended for this location. | X | | |
| 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? | | | |

**DEPARTMENT OF MENTAL HEALTH
WELLNESS CENTER – FULL SERVICE PARTNERSHIP
SPACE SEARCH FIVE-MILE RADIUS
FROM 11080 WEST OLYMPIC BOULEVARD, LOS ANGELES**

| LACO | FACILITY NAME | ADDRESS | SQUARE FEET | | OWNERSHIP | SQUARE FEET AVAILABLE |
|------|---|---|-------------|-------|-----------|-----------------------|
| | | | GROSS | NET | | |
| 4271 | WEST LOS ANGELES COURTHOUSE | 1633 PURDUE AVE, WEST LOS ANGELES 90025 | 43404 | 17045 | OWNED | NONE |
| T003 | WEST L A COURTHOUSE-TRAILER #3 (SMALL CLAIMS) | 1633 PURDUE AVE, WEST LOS ANGELES 90025 | 1560 | 1410 | OWNED | NONE |
| T016 | WEST L A COURTHOUSE-TRAILER #1(JURY ASSEMBLY) | 1633 PURDUE AVE, WEST LOS ANGELES 90025 | 1680 | 1520 | OWNED | NONE |
| E420 | DC&FS/DPSS/DMH-WEST LOS ANGELES DIST OFFICES | 11390 W OLYMPIC BLVD, WEST LOS ANGELES 90064 | 136400 | 88964 | LEASED | NONE |
| A528 | DPSS-NEW RANCHO PARK DISTRICT OFFICE | 11110 W PICO BLVD, LOS ANGELES 90064 | 69450 | 59033 | LEASED | NONE |
| 5421 | BEVERLY HILLS COURTHOUSE | 9355 BURTON WAY, BEVERLY HILLS 90210 | 80566 | 40892 | OWNED | NONE |
| 3060 | SANTA MONICA COURTHOUSE | 1725 MAIN ST, SANTA MONICA 90401 | 122988 | 79270 | OWNED | NONE |
| A626 | SANTA MONICA COURTHOUSE - ANNEX | 1725 MAIN ST, SANTA MONICA 90401 | 11933 | 11336 | OWNED | NONE |
| X049 | FIRE-CENTRAL SECTION LIFE GUARD HEADQUARTERS | 1642 THE PROMENADE, SANTA MONICA 90401 | 4605 | 3208 | CONTRACT | NONE |
| 5570 | DHS-YVONNE BRATHWAITE BURKE HEALTH CENTER/PPP | 2509 W PICO BLVD, SANTA MONICA 90404 | 36557 | 26581 | OWNED | NONE |
| X924 | FIRE-LIFE GUARD OPERATIONS ADMIN HEADQUARTERS | 2300 OCEAN FRONT WALK, VENICE 90291 | 11394 | 9474 | PERMIT | NONE |
| X005 | BEACHES/HARBORS POM BUILDING | 13575 MINDANAO WAY, MARINA DEL REY 90292 | 3000 | 2850 | OWNED | NONE |
| X020 | BEACHES/HARBORS COVE BUILDING | 13535 MINDANAO WAY, MARINA DEL REY 90292 | 9276 | 8812 | OWNED | NONE |
| X334 | PUBLIC LIBRARY-MARINA DEL REY LIBRARY | 4533 ADMIRALTY WAY, MARINA DEL REY 90292 | 4972 | 4246 | OWNED | NONE |
| 5708 | PUBLIC LIBRARY-JULIAN DIXON LIBRARY | 4975 OVERLAND AVE, CULVER CITY 90230 | 21406 | 17364 | OWNED | NONE |
| A422 | PH-WEST AREA ENVIRONMENTAL HEALTH SERVICES | 6053 BRISTOL PKWY, CULVER CITY 90230-6601 | 12000 | 10800 | LEASED | NONE |
| A430 | ASSESSOR-WEST DISTRICT OFFICE | 6120 BRISTOL PKWY, CULVER CITY 90230 | 30507 | 27456 | LEASED | NONE |
| B006 | FIRE-PREVENTION BUREAU-WEST METRO OFFICE | 6167 BRISTOL PKWY, CULVER CITY 90230 | 3253 | 3090 | LEASED | NONE |
| A437 | DCFS-REGION II SERVICES - WATERIDGE BUILDING | 5100 W GOLDLEAF CIR BUILDING C, LOS ANGELES 90056 | 52370 | 46086 | LEASED | NONE |
| A533 | DCFS-KINSHIP RESOURCE CENTER #2 NORTH | 5035 W SLAUSON AVE, LOS ANGELES 90056 | 5788 | 5200 | LEASED | NONE |
| 1521 | LADERA-RECREATION BUILDING/ OFFICE | 6027 LADERA PARK AVE, LOS ANGELES 90056 | 2117 | 1941 | OWNED | NONE |
| 6304 | PROBATION-CRENSHAW AREA OFFICE | 3606 W EXPOSITION BLVD, LOS ANGELES 90016 | 19112 | 14020 | OWNED | NONE |
| 6722 | PUBLIC LIBRARY-VIEW PARK LIBRARY | 3854 W 54TH ST, LOS ANGELES 90043 | 6983 | 6130 | OWNED | NONE |
| 4835 | BEACHES/HARBORS-ADMINISTRATION BUILDING | 13837 FLJI WAY, MARINA DEL REY 90292 | 14126 | 8848 | OWNED | NONE |
| 4836 | BEACHES/HARBORS-MARINA COAST GUARD STATION | 13871 FLJI WAY, MARINA DEL REY 90292 | 1568 | 1411 | OWNED | NONE |
| T022 | BEACHES/HARBORS-BUDGET TRAILER #1 | 13483 FLJI WAY, MARINA DEL REY 90292 | 1440 | 1224 | OWNED | NONE |
| T034 | BEACHES/HARBORS-FINANCE TRAILER #2 | 13483 FLJI WAY, MARINA DEL REY 90292 | 1440 | 1224 | OWNED | NONE |
| T035 | BEACHES/HARBORS-PAYROLL TRAILER #3 | 13483 FLJI WAY, MARINA DEL REY 90292 | 1440 | 1224 | OWNED | NONE |
| T036 | BEACHES/HARBORS-WATER OFFICE TRAILER #4 | 13483 FLJI WAY, MARINA DEL REY 90292 | 1040 | 884 | OWNED | NONE |
| Y018 | DOCKWEILER-LIFE GUARD HEADQUARTERS | 8255 VISTA DEL MAR, PLAYA DEL REY 90293 | 5919 | 5647 | PERMIT | NONE |
| 0012 | PW ROAD-MAINT DISTRICT 3 OFFICE | 5530 W 83RD ST, WESTCHESTER 90045 | 1400 | 1260 | OWNED | NONE |
| 0013 | PW ROAD-DIV #233/333/433 YARD OFFICE | 5530 W 83RD ST, WESTCHESTER 90045 | 2400 | 2160 | OWNED | NONE |
| 0014 | PW ROAD-DIV #233/333/433 OFFICE/ GARAGE | 5530 W 83RD ST, WESTCHESTER 90045 | 5500 | 4950 | OWNED | NONE |
| F224 | PW FLOOD-83RD ST YARD OFFICE | 5520 W 83RD ST, WESTCHESTER 90045 | 1920 | 1824 | OWNED | NONE |
| A061 | DCFS-REGION VI CENTURY SERVICES OFFICE | 5767 W CENTURY BLVD BUILDING 2, WESTCHESTER 90045 | 27000 | 20955 | LEASED | NONE |
| A240 | DCSS-AIRPORT/VENICE ADULT PROTECTIVE SERVICES | 5757 W CENTURY BLVD BUILDING 1, WESTCHESTER 90045 | 1792 | 1702 | LEASED | NONE |
| A378 | DPSS-AIRPORT/WESTSIDE GAIN REGION I OFFICE | 5200 W CENTURY BLVD, WESTCHESTER 90045 | 50147 | 47640 | LEASED | NONE |
| 3394 | INGLEWOOD JUVENILE COURTHOUSE | 110 E REGENT ST, INGLEWOOD 90301 | 21539 | 12024 | OWNED | NONE |
| 5933 | PH-CURTIS TUCKER PUBLIC HEALTH CENTER | 123 W MANCHESTER BLVD, INGLEWOOD 90301 | 28734 | 16828 | OWNED | NONE |
| 6330 | INGLEWOOD COURTHOUSE | ONE E REGENT ST, INGLEWOOD 90301 | 210648 | 82279 | OWNED | NONE |
| B520 | DPSS-SOUTHWEST FAMILY WS DISTRICT OFFICE | 923 E REDONDO BLVD, INGLEWOOD 90302 | 40000 | 27898 | OWNED | 27898 |

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

DEPARTMENT: Mental Health, as Tenant

**LANDLORD: Jeff Kirshner, Special Trustee of the Kelen Family Trust B
and Special Trustee of the Penny Kelen Meepos Trust**

11303 West Washington Boulevard, Culver City, CA

76659

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COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE is entered into as of the 5 day of August, 2008 between Jeff Kirshner, Special Trustee of the Kelen Family Trust B and Special Trustee of the Penny Kelen Meepos Trust, ("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: KMK Management Co.
2999 Overland Ave., Suite 130
Los Angeles, CA 90064
Attn.: Jeff Kirshner
Fax Number: (310) 945-3065
- (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 15,980 rentable square feet on the second floor of the Building (defined below) as shown on Exhibit A attached hereto.
- (d) Building: The building located at 11303 West Washington Boulevard, Culver City which is located upon the real property described more particularly in Exhibit B attached hereto (the "Property");
- (e) Term: Seven years commencing upon the earlier of (i) Tenant's Acceptance of the Premises as defined in Section 4(a) or (ii) upon Tenant's occupancy of the Premises for its operations (the

76659

"Commencement Date"); and terminating at midnight on the day before the seventh 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: December 1, 2008
- (g) Commencement Date: See Section 4(a)
- (h) Irrevocable Offer Expiration Date: August 22, 2008
- (i) Basic Rent: \$59,925 per month (adjustable only as provided in Section 2(b) and Section 5 hereof.)
- (j) Early Termination Notice Date: At or after the 60th month of the Term.
- (k) Rentable Square Feet in the Premises: Approximately 15,980
- (l) Use: General office use and use for County's full service partnership and wellness center ("Counseling Use").
- (m) Departmental Use: Mental Health
- (n) Parking Spaces: 64
- (o) Normal Working Hours: 7:00 a.m. to 7:00 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: Not Applicable

1.2 Defined Terms Relating to Landlord's Work Letter:

- (a) Base Tenant Improvement \$559,300

Allowance:

- (b) Additional Tenant Improvement Allowance: \$878,900
- (c) Maximum Change Order Allowance: \$75,000
- (d) Additional Tenant Improvement and Change Order Amortization Rate: 8% 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: An assigned staff person of the Landlord.
- (h) Landlord's Address for Work Letter Notice: See Section 1.1(a)
- (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 of this Lease) Landlord's Work Letter
Addendum A: Base Building Improvements
Addendum B: Tenant Improvements

hereof by this reference):

- 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) The reference to the square footage of the Premises is approximate and there shall be no adjustment to the Basic Rent or any other term of the Lease if the actual square footage is more or less than the square footage referenced in this Lease. Tenant shall be given access to field-measure and verify the exact footage of the Premises and/or the Building prior to Lease execution.

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 on the earlier of (i) Tenant's Acceptance of the Premises or (ii) upon Tenant's occupancy of the Premises for its operations. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete. 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 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 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 six (6) months prior written notice executed by the Chief Executive Officer of Tenant in which case this Lease shall terminate on the date which is six (6) months after the date of the notice, and Tenant shall continue to pay Basic Rent and all other sums due under this Lease during such six (6) month period until the early Lease termination date. No later than thirty (30) days after the date of early termination, Tenant shall pay to Landlord a sum equal to the then unamortized portion of the Base Tenant Improvement Allowance, Additional Tenant Improvement Allowance (to the extent used), Maximum Change Order Amount (to be extent used), and the broker's commissions paid to UGL Equis and Tenant based on a seven (7) year term commencing on the Commencement Date.

5. RENT. Tenant shall pay Landlord the monthly Basic Rent stated in this Section 5 for the applicable year during the Term hereof on first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month, provided that Landlord completes and returns, once each year during the Term, the claim form from the Auditor of the County of Los Angeles within fifteen (15) days after Tenant's receipt of the claim form from the County. Any Basic Rent or other amounts not paid by the Tenant due to Landlord's delay in returning the claim form shall be payable to the Landlord within ten (10) days after the claim form has been returned. In addition to Basic Rent, Tenant shall pay to Landlord each month the amortized monthly payments for the Additional Tenant Improvement Allowance and Change Orders pursuant to Sections 6.3 and 8 of the Landlord's Work Letter and such amounts shall be deemed rent payable by Tenant under this Lease which shall be recoverable upon any early termination of this Lease. Basic Rent for the Term of the Lease is as follows:

| <u>Year</u> | <u>Monthly</u> |
|-------------|----------------|
| 1 | \$59,925.00 |
| 2 | \$62,322.00 |
| 3 | \$64,814.88 |
| 4 | \$67,407.48 |
| 5 | \$70,103.77 |
| 6 | \$72,907.93 |
| 7 | \$75,824.24 |

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 requested by Tenant in writing. The portion of the Premises for Counseling Use shall not exceed 8,000 square feet. Tenant shall not permit its visitors, guests and/or invitees to become a nuisance to other tenants or occupants of the Building, to cause damage to the

Building, to become a nuisance to neighbors of the Building, to use parking spaces which are not for Tenant's use or to violate the Rules and Regulations of the Building.

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 60 days written notice from Landlord or 60 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, 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 180 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 unless the damage was caused by the negligence, act or omission of Tenant or any employee, agent, representative or visitor of Tenant in which case there shall be no rental abatement. 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 180 days for any reason, then Tenant may terminate this Lease by giving written notice to Landlord 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 unless (i) the damage was caused by an event which Landlord is not required to insure against pursuant to the terms of this Lease, or (ii) the damage requires repairs to more than thirty percent (30%) of the Building, in which case Landlord shall provide written notice to Tenant that either of the foregoing conditions apply and either party shall have the right to terminate the Lease by giving notice to the other within ten days pursuant to the terms of this Section 9(b).

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last two years 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 terminate this Lease.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that to the best of Landlord's actual knowledge as of the date of this Lease (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 to the best of Landlord's actual knowledge as of the date of this Lease, that the Building contain no asbestos containing materials.

(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, except modifications to the existing HVAC system necessitated by Tenant's particular use, as set forth in Section 11(a) hereof), 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. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; and (5) signage. Any repairs which are necessary due to the negligence or misconduct of Tenant or any employee, agent, representative or visitor of Tenant shall be paid for by Tenant.

(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.

(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 five 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 plus interest thereon at ten percent (10%) per annum. 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 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 changes or modifications to the HVAC system shall be applied against the Base Tenant Improvement Allowance or the Additional Tenant Improvement Allowance or the Maximum Change Order Allowance except for repairs or replacements to any portion of the HVAC system required because such portion of the HVAC system is not operational prior to the Commencement Date in which case the cost of the repair or replacement shall be paid by Landlord.

(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. Any costs for new transformers or subpanels, and any upgrades to the electric capacity shall be applied against the Base Tenant Improvement Allowance or the Additional Tenant Improvement Allowance.

(c) Elevators. Landlord shall furnish 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.

(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.

(g) Utility Interruption. Tenant shall not be entitled to rent abatement or any claim for damages and Landlord shall have no liability for any utility or service interruption unless and to the extent that such interruption is caused by Landlord's negligence and Tenant is unable to conduct its business from the Premises as a result of such interruption, in which case Tenant's sole remedy shall be rental abatement.

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 (but in no event more than 60 days).

(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 California law including, without limitation, California Civil Code Sections 1951, 1951.2, 1951.3 and 1951.4.

(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 (10) business 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 (10) business 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 Defaults 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 without notice 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 operation of Tenant's business in the Premises.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent. No assignment, subletting or other transfer shall relieve Tenant of any liability 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; (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building; and (5) costs less than \$50,000 in the aggregate in any calendar year. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations. For any Alterations, Tenant shall deliver to Landlord at least thirty (30) days prior to commencement of the Alterations a copy of the plans and specifications, building permits (if required), contractor name and license number.

(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, or arising from any breach or default under this Lease by Tenant or arising from Tenant's use and/or occupancy of the Premises, the Building and/or the Common Area. 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.

(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 negligent act, 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 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 Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord 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 must document that each party has named the other as an additional insured (or its equivalent) on its general liability policy in the amounts set forth in Section 19(a)(ii) above and Tenant has been named as a loss payee on the contents policy which shall include the modular furniture. 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 coverage 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 parking spaces set forth in Section 1.1N, without charge for the Term of this Lease. 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 other 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. Landlord, at its sole cost and expense, shall provide a parking attendant to assist in facilitating Tenant's tandem parking in the Building, Monday through Friday (except for recognized national holidays), from 8:00 AM to 5:00 PM. Subject to availability, Landlord shall charge Tenant's visitors for parking at the Building, which charges shall be commensurate with other office buildings in the Culver City area.

(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, more than twenty percent (20%) of the Parking Spaces referenced at Section 1.1(n) are not available to Tenant, (in addition to the rights given to Tenant under 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 60 days thereafter unless Landlord has remedied the parking situation or provided alternate parking spaces to Tenant's reasonable satisfaction.

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. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any liability, cost, loss, claim, judgment, cause of action, fine, tax, penalty or expense (including, without limitation, attorneys' fees) caused by or resulting from a breach by Tenant of its obligations under this Section.

(b) Landlord Indemnity. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant or Tenant's employees, representatives or agents. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease, provided Landlord receives written notice from Tenant and Landlord fails to cure within the applicable cure period for a Landlord default, and Tenant shall not be entitled to rental abatement unless and to the extent that the presence of Hazardous Materials prevents Tenant from using the Premises.

22. ESTOPPEL CERTIFICATES. Tenant shall, within 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 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 and in the same condition on the Commencement Date subject to ordinary wear and tear. 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), provided Tenant repairs any damage caused by such removal.

27. SIGNAGE. Tenant shall be permitted to install signs adjacent to the front door of the Premises and lobby directory signage in conformance with Landlord's reasonable requirements and any and all applicable laws and ordinances.

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 UGL Equis (Landlord's broker) 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, within ten (10) days after the execution of this Lease and formal approval of this Lease by the County Board of Supervisors (with delivery of the approved Lease from Tenant), an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease. The remaining 50% of the commission shall be due and payable from Landlord to Tenant, within ten (10) days after Tenant's occupancy of the Premises.

(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. ACKNOWLEDGEMENT 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. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the landlord's submission being eliminated from consideration.

(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. 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 to Landlord's attorney, accountant, lender, broker and prospective buyers or lenders), 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 (if applicable) in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, upon execution of this Lease by Landlord, 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 EXTEND.

(a) Terms of Option. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised and provided that the County of Los Angeles continues as the Tenant without any assignment or any sublease in place for more than twenty percent (20%) of the Premises to a third party or more than fifty percent (50%) to the State of California or any non-County governmental agency at the time of the exercise of the option, Tenant shall have one option to renew this Lease for an additional period of five years (the "Extension Term").

(b) Exercise of Option. If it elects to do so, Tenant must exercise its option to extend this Lease by giving Landlord written notice of its intent to do so by Chief Executive Office letter no earlier than one (1) year and 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 or the Chief Executive Officer.

(c) Terms and Conditions of Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that Basic Rent for the Extension Term shall be the rate in effect during the last year of the original Lease term increased by four percent (4%), and upon each anniversary date of the commencement of the Extension Term the rent then in effect will increase by four percent (4%) for the remainder of the Extension Term.

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

LANDLORD:

Jeff Kirshner, Special Trustee of the Kelen Family Trust B and Special Trustee of the Penny Kelen Meepos Trust

By: [Signature]
Name: Jeff Kirshner
Its: Special Trustee

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: [Signature]
Name: YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: [Signature]
Deputy



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By: [Signature]
Deputy: Amy M. Caves

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 AUG 05 2008

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

76659

EXHIBIT A
FLOOR PLAN OF PREMISES

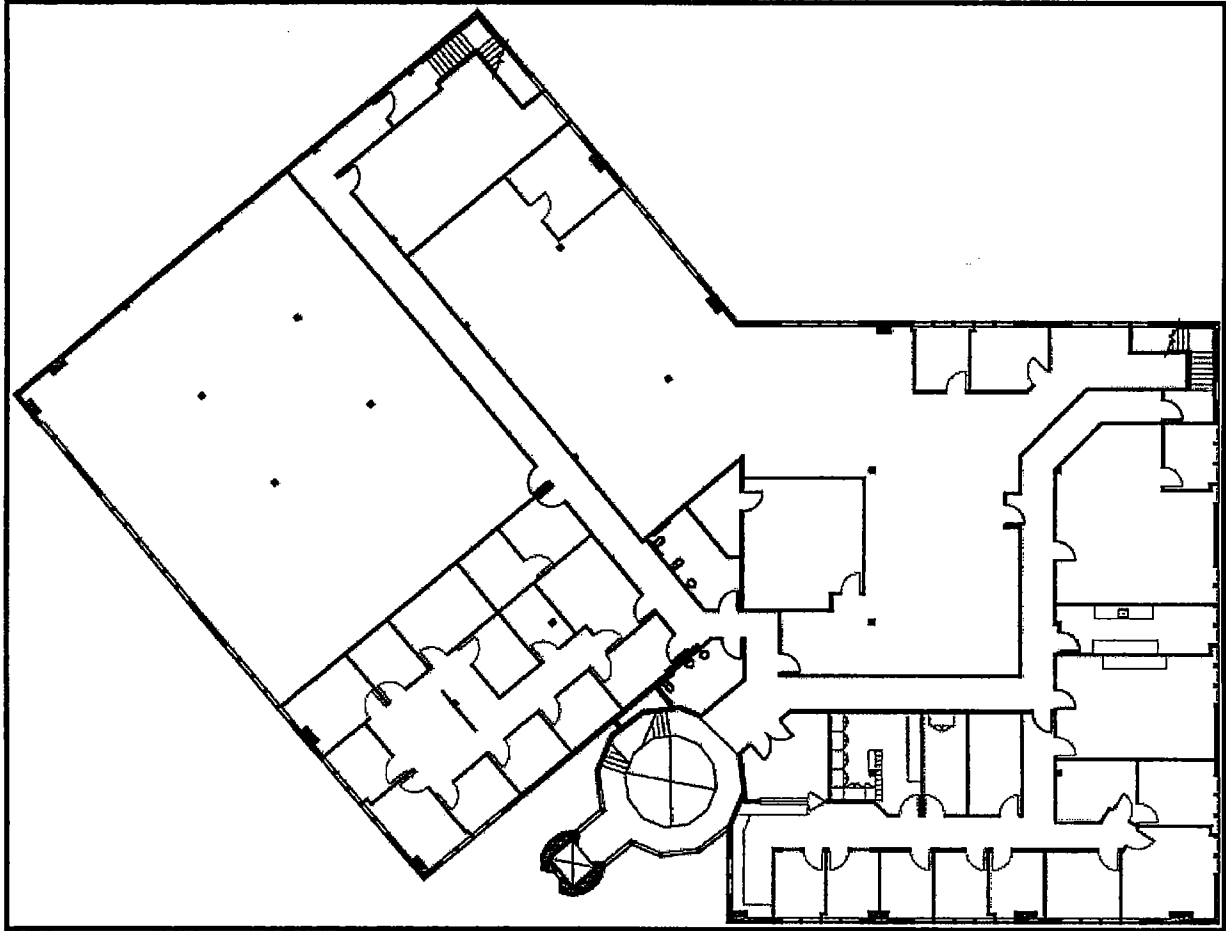


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

LOTS 2, 3 AND 4 OF TRACT NO. 9143, IN THE CITY OF CULVER CITY, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO KNOWN AS 11303 WASHINGTON BOULEVARD, CULVER CITY, CALIFORNIA AND SOMETIMES REFERRED TO AS 4105 SAWTELLE BOULEVARD, CULVER CITY, CALIFORNIA.

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 200_, between County of Los Angeles, a body politic and corporate ("Tenant"), and Jeff Kirshner, Special Trustee of the Kelen Family Trust B and Special Trustee of the Penny Kelen Meepos Trust ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 11303 West Washington Boulevard, Culver City, CA ("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 approximately 15,980 rentable square feet of space; and
- (5) Basic Rent per Month is \$59,925, subject to annual increases in accordance with Section 5 of the Lease.

IN WITNESS WHEREOF, this Memorandum is executed this ___ day of _____, 200__.

"Tenant"

"Landlord"

COUNTY OF LOS ANGELES,
a body politic and corporate

Jeff Kirshner, Special Trustee of the Kelen Family Trust B and Special Trustee of the Penny Kelen Meepos Trust

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT D
HVAC STANDARDS

The cost applicable to meeting the requirements specified in this Exhibit D shall be deducted from the Base Tenant Improvement Allowance or Additional Tenant Improvement Allowance. 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 2,500 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. Restroom supplies replenished including paper supplies and soap.

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.

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 professionally cleaned using a non-detergent, low moisture, soil encapsulation system. The following schedule will be maintained for carpet cleaning: (i) heavy traffic areas as needed with a minimum frequency of bi-monthly [six (6) times per year]; (ii) moderate traffic areas cleaned as needed with a minimum of once every six (6) months [two (2) times per year]; and (iii) clean light traffic areas a minimum of once per year. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

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**

DEPARTMENT: Mental Health, as Tenant

**LANDLORD: Jeff Kirshner, Special Trustee of the Kelen Family Trust B
and Special Trustee of the Penny Kelen Meepos Trust**

11303 West Washington Boulevard, Culver City, CA

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated _____, 2008, executed concurrently herewith, by and between Jeff Kirshner, Special Trustee of the Kelen Family Trust B and Special Trustee of the Penny Kelen Meepos Trust ("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> | \$559,300 (i.e., \$35 per rentable square foot of the Premises). |
| (b) <u>Additional Tenant Improvement Allowance:</u> | \$878,900 (i.e., \$55 per rentable square foot of the Premises). |
| (c) <u>Maximum Change Order Allowance:</u> | \$ 75,000 |
| (d) <u>Additional Tenant Improvement and Change Order Amortization Rate:</u> | 8% 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> | An assigned staff person of the Landlord. |
| (h) <u>Landlord's Address for Work Letter Notice:</u> | See Section 1(a) of the Lease. |
| (i) <u>Tenant's Address for Work Letter Notice:</u> | Board of Supervisors Kenneth Hahn Hall of Administration Room 383 500 West Temple Street Los Angeles, California 90012 |

| | |
|---------------------|--|
| | Los Angeles, California 90012 With a copy to: Chief Executive Office- Real Estate Division 222 South Hill Street, 3 rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: (213) 217-4971 |
| (j) <u>Addenda:</u> | Addendum A: Base Building Improvements Addendum B: Tenant Improvements |

2. **Construction of the Building.**

2.1 **Base Building Improvements.** The base Building improvements were constructed by Landlord's predecessor in interest. To the best of Landlord's knowledge, such improvements include the items described on Addendum A hereto (the "Base Building Improvements") to the extent such items are actually located at the Building, and without duty of investigation or inquiry by Landlord. 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 or to accommodate the Tenant Improvements, such changes or additions shall be considered Tenant Improvements and the cost shall be applied to the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance or the Maximum Change Order Allowance (as defined below) unless the change or addition is required because a component of the Base Building Improvements was not functional as of the date of this Work Letter in which case Landlord shall pay such cost. Any changes in the Working Drawings necessary to comply with the requirements of Addendum B hereto or which are based on a written change order signed by Landlord and Tenant shall be considered Tenant Improvement and the cost shall be applied to the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance or the Maximum Change Order Allowance.

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

(a) In the event that the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes in effect as of the date of this Work Letter, and Landlord incurs increased design or construction costs that it would not have incurred had the Building been in compliance with such codes, then such costs shall not be included in the calculation of Tenant Improvement Costs as defined below. Such costs shall be included in the calculation of Tenant Improvement costs and applied to the Base Tenant Improvement Allowance, Additional Tenant Improvement Allowance or Maximum Change Order Amount if such costs are triggered by a unique feature of the Tenant Improvements.

(b) Any work that Landlord must undertake to cause the 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, unless such costs are triggered by the Tenant Improvements in which case the costs shall be applied to the Base Tenant Improvement Allowance, Additional Tenant Improvement

Allowance or Maximum Change Order Amount. 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) fire sprinkler system installation or upgrade; (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; or (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease except as expressly provided otherwise in the Lease or this Landlord's Work Letter; or (vi) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses, if any, necessary to increase permitted structural floor loading in order to accommodate typical metal office file cabinets for normal office filing of papers, but not for safes, fire proof safes or fire proof file cabinets, over-size cabinets or other unusually heavy cabinets, which shall be Tenant's responsibility.

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 be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions, 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").

5.2 Preparation and Approval of Working Drawings. Within ten days of the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), 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. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall take commercially reasonable steps to require the Architect preparing the Working Drawings to assure that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions, based on building permits to be issued and required inspections and inspector sign-offs.

5.3 Preparation and Approval of Engineering Drawings. 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.

5.6 Schedule. Within 60 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. Within seven (7) days after the Plan Submission Date, 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 ten percent (10%) 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") not to exceed (after including all Tenant Improvement costs) the Base Tenant Improvement Allowance, Additional Tenant Improvement Allowance and Maximum Change Order Amount, shall be at Landlord's sole cost and expense. 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, Change Orders, force majeure delays or increases in costs based on a construction budget or bid approved by Tenant in writing. 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 a term of five (5) years from the Commencement Date 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 a term of five (5) years from the Commencement Date at the Tenant Improvement Amortization Rate of eight percent (8%) per annum.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers 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 sealed fixed price bids for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall be jointly opened and reviewed. 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.

(a) Permits. 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 15 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.

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

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. 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 at Landlord's expense (to be applied against the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance or Maximum Change Order Amount) in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Clean-Up and Substandard Work. Landlord will be responsible for all 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 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 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 and the total amount of all Tenant Improvements does not exceed the total of the Base Tenant Improvement Allowance and the Additional Tenant Improvement Allowance and the Maximum Change Order Amount. 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 a term of five (5) years from the Commencement Date at the Change Order Amortization Rate of eight percent (8%) payable in equal monthly installments over a term of five (5) years from the Commencement Date. 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 at its cost the modular furniture set forth in the Modular Specifications which cost shall be applied to the Additional Tenant Improvement Allowance and the Maximum Change Order Amount, and Landlord shall not be responsible for the cost of such modular furniture in excess of the Additional Tenant Improvement Allowance and the Maximum Change Order Amount. 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.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture through lease-purchase financing with a third-party vendor ("Creditor"). In the event the Tenant

elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (the "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor.

(b) Landlord shall be notified by Creditor of any plan by Creditor to remove the Personal Property.

(c) This section shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the term of this Lease.

10. **Tenant Improvement Costs Adjustment and Right to Audit; Depreciation.** Within five days of the issuance of a Certificate of Occupancy (or temporary 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.

Landlord shall be deemed to own the Tenant Improvements and any Alterations or improvements at the Premises and Landlord shall have the right to depreciation on such items.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, 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. During this 30 day period, the Landlord shall be solely responsible for any telephone/data equipment delivered to the site for programming 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, or causes delays due to Tenant's acts or omissions, 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 or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)") or due to a Tenant approved Change Order.

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. **Default.** Any default by Landlord 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. **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 120 days after the Projected Commencement Date, Tenant may, at its option:

15.1. Cancel the Lease upon 30 days written notice to Landlord; or

15.2. Upon 30 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.

16. **Representatives.**

16.1 **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.

16.2 **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.

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:

Jeff Kirshner, Special Trustee of the
Kelen Family Trust B and Special
Trustee of the Penny Kelen Meehos Trust

By: _____

Name: Jeff Kirshner
Title: Special Trustee
Date Signed: June 27, 2008

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____

Name: William L. Dawson
Title: Acting Director of Real Estate
Date Signed: _____

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

To Landlord's actual knowledge, the Building includes 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 elevators;
- (g) Parking facilities;
- (h) Ground floor lobby;
- (i) Finished elevator lobbies (with carpet, lights, finished walls and ceiling);
- (j) Exterior landscaping;
- (k) Intentionally Deleted;
- (l) Intentionally Deleted;
- (m) Electrical/telephone closet with not less than seven watts per useable 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 1 & 2 of the Building, 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 volt panels connected to the Building power system or adequate electric capacity for typical office use, plus additional electrical panels solely servicing the HVAC systems;
- (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) As this is a smaller low rise building, the HVAC is provided by individual package units with customary supply and return plenum ;

(t) The HVAC is provided by individual package units with customary supply and return plenum. (Please that hot and cold air loops have been deleted because it is not applicable as the building's HVAC is being serviced by individual package units);

(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 120V 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 the following which shall be included in the Working Drawings:

- (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.