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

Board of Supervisors
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First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 29, 2012

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:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 May 29, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

THREE-YEAR LEASE
DEPARTMENT OF MENTAL HEALTH
100 OCEANGATE, LONG BEACH
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

This is a recommendation to approve a lease for 3,999 rentable square feet of office space for the Department of Mental Health.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2. Approve and instruct the Chairman to sign the three-year lease with Legacy Partners I Long Beach Oceangate, LLC, for the Department of Mental Health to occupy 3,999 rentable square feet of office space. The initial maximum annual lease costs are $105,574, which is fully funded with State and Federal funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to extend the lease term an additional three years, thereby providing the Department of Mental Health (DMH) with uninterrupted use of the subject facility. DMH's Service Area 8 Administrative Unit (Unit) has been located at the subject facility since June 2001. The subject facility currently houses 25 full-time employees.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of the County's operations to support the timely delivery of customer-oriented and efficient public services. Approval of the lease will provide the continued occupancy of the office space that houses DMH programs. The lease is in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The maximum first year rental costs will be $105,574.

100 Oceangate, Long Beach	Existing Lease	Proposed Lease	Changes
Area	3,999 square feet (sq. ft.)	3,999 square feet (sq. ft.)	None
Term	6/15/2006 to 6/14/2011; Month-to-Month (6/14/11-Present)	6/1/2012 to 5/31/2015 Upon Board approval	+3 years
Annual Rent	$116,681 ($29.18 per sq. ft.)	$105,574 ($26.40 per sq. ft.)	-$11,107
Annual Rent Adjustment	Annual CPI adjustment with a cap of 4%	None	No Annual Adjustment
Parking (included in Rent)	11 spaces	11 spaces	None
Cancellation	Anytime upon 180 days notice	None	No Cancellation Option

Sufficient funding for the proposed lease is included in the Fiscal Year (FY) 2011-12 Rent Expense budget and will be billed back to DMH. DMH has allocated sufficient funds in its 2011-12 operating budget to cover the projected lease costs. The rental costs are fully funded through State and Federal funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing terms and conditions of the original lease shall remain unchanged for the proposed new lease, except the following provisions:

- The new lease term shall commence upon Board approval, and terminate three years thereafter.
- The rent shall be fixed throughout the three year term.
- An option to terminate early has been removed.
- A Tenant Improvement (TI) allowance of $40,000 is included, and is reimbursable to the landlord within 60 days of completion of the work. TI work is needed to make the space more efficient. The scope of TI work, to be completed by the landlord, entails demolishing a four foot wall, installing two workstations, painting, and replacing carpet.
- The Landlord will continue to be responsible for all building operating expenses associated with the County's tenancy.

Based upon a market survey of similar office properties, staff has determined that the rental costs including parking for similar properties and similar lease terms are between $23.40 and $28.80 per square foot per year. Thus, the proposed annual rental cost of $26.40 is within the market rental range for the area

Notice has been sent to the City of Long Beach (City) pursuant to Government Code Sections 65402 and 25351. The City has no objections to the proposed renewal.

A child care center in this building is not feasible.

ENVIRONMENTAL DOCUMENTATION

The Chief Executive Office (CEO) has concluded that this project is exempt from California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will provide the office space necessary for DMH to maintain its Unit at the current location. DMH concurs with the recommendation herein.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return three certified copies of the Minute Order and the adopted stamped Board letter to the CEO, Real Estate Division, 222 South Hill Street, Los Angeles, CA 90012.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
CEM:KW:ns

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services
Mental Health

BL 100 Oceangate May2012

Attachment A

DEPARTMENT OF MENTAL HEALTH
100 OCEANGATE, LONG BEACH
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]	X		
	B	Does lease co-locate with other functions to better serve clients?[2]			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]	X		
2.	**Capital**				
	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?[2] **Budget conditions do not support such a project at this time.**		X	
3.	**Portfolio Management**				
	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?			
		1. ___ The program clientele requires a "stand alone" facility.			
		2. _X_ No suitable County occupied properties in project area.			
		3. _X_ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?[2]	X		
	F	Has growth projection been considered in space request?		X	
	G	Has the Dept. of Public Works completed seismic review/approval?	X		

[1]As approved by the Board of Supervisors 11/17/98

[2]If not, why not?

Attachment B

SPACE SEARCH, 5 MILE RADIUS
DEPARTMENT OF MENTAL HEALTH
100 OCEANGATE, LONG BEACH

LACO	FACILITY NAME	ADDRESS	GROSS SQ. FT.	NET SQ. FT.	OWNERSHIP	AVAILABLE SQ. FT.
4288	Long Beach Courthouse	415 W. Ocean Blvd., Long Beach, 90802	332,226	161,393	STATE OF CALIFORNIA	NONE
5786	DHS-Wilmington Health Center	1325 Broad Ave., Wilmington, 90744	9,034	4,512	OWNED	NONE
A343	DCFS-TRC Long Beach	3447 Atlantic Ave., Long Beach,90807	328	312	LEASED	NONE
A468	DMH-Long Beach Asian	4510 E. Pacific Coast Hwy, Long Beach 90804	10,334	9,817	LEASED	NONE
A479	APD/DA/DMH Oceangate Tower	100 Oceangate Long Beach, 90802	1	1	LEASED	NONE
A479	APD/DA/DMH Oceangate Tower	100 Oceangate Long Beach, 90802	2,277	2,163	LEASED	NONE
A479	APD/DA/DMH Oceangate Tower	100 Oceangate Long Beach, 90802	5,035	4,783	LEASED	NONE
A479	APD/DA/DMH Oceangate Tower	100 Oceangate Long Beach, 90802	1,722	1,636	LEASED	NONE
A479	APD/DA/DMH Oceangate Tower	100 Oceangate Long Beach, 90802	3,620	3,439	LEASED	NONE
A547	Assessor-South District Office Building	1401 E. Willow St., Signal Hill, 90755	34,051	29,284	LEASED	NONE
T075	Long Beach Courthouse – Trailer	415 W. Ocean Blvd., Long Beach 90802	457	457	OWNED	NONE

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

DEPARTMENT: Mental Health, as Tenant

LANDLORD: LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC, a Delaware limited liability company, as Landlord

[100 Oceangate, Long Beach]

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COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE is entered into as of the 29th day of May, 2012, between **LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC**, a Delaware limited liability company ("**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, unless otherwise specifically modified by provisions of this Lease.

1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for Notice:

LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC
c/o Legacy Partners Commercial, Inc.
4000 E. Third Avenue, Suite 600
Foster City, California 94404
Attention: Executive Vice President

With a copy to:

LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC
c/o Legacy Partners Commercial, Inc.
100 Oceangate, Suite 645
Long Beach, California 90802
Attention: Regional Vice President

(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

(c) Premises: Approximately 3,999 rentable square feet in the Building (defined below) commonly referred to as Suites 550 and 690.

(d) Building: The building located at 100 Oceangate, Long Beach which is located upon the real property currently assessed by the County Assessor as APN 7278-003-028 (the "**Property**").

(e) Term: THREE (3) years commencing on the date (the "**Commencement Date**") which is the earlier of: (i) the date Tenant commences business operations from the Premises, or (ii) the date the Tenant Improvements are Substantially Complete as referenced in Section 23; and

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terminating at midnight on the day before the THIRD 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: July 1, 2012

(g) Commencement Date: As referenced in Section 1.1(e) above.

(h) Irrevocable Offer Expiration Date: (Intentionally Omitted)

(i) Basic Rent: $8,797.80 per month (which is based upon a rental rate of $2.20 per rentable square foot (adjustable only as provided in Section 2(b) hereof.)

(j) Early Termination Notice Date: N/A

(k) Rentable Square Feet in the Premises: 3,999

(l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.

(m) Initial Departmental Use: Mental Health.

(n) Parking Spaces: Eleven (11) passes for unreserved parking spaces, pursuant to Section 20 of the Lease.

(o) Normal Working Hours: Subject to and in accordance with Section 11 of the Lease, 8:00 a.m. to 6:00 p.m., Monday through Friday; except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.

(p) Asbestos Report: A Report dated November 3, 2009, prepared by ENV America Incorporated.

1.2 Exhibits to Lease:

Exhibit A – Cleaning and Maintenance Schedule
Exhibit B – Tenant Estoppel Certificate
Exhibit C – Subordination, Non-disturbance and Attornment Agreement
Exhibit D – Nondisturbance Agreement
Exhibit E – Request for Notice
Exhibit F – Community Business Enterprises Form
Exhibit G – (Intentionally Omitted)
Exhibit H – Memorandum of Tenant

Improvement Costs
Exhibit I – Commencement Date Memorandum and Confirmation of Lease Terms

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 above, and Tenant shall accept the Premises in its "**AS-IS**" condition on the Commencement Date.

(b) Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("**Board of Supervisors**") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Basic Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the Basic Rent in the event the measured square footage exceeds the amount represented by Landlord. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection (b) Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

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

4. COMMENCEMENT AND EXPIRATION DATES.

(a) Term. The Term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Upon Landlord's request following the determination of the Commencement Date, Tenant shall execute and return a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit I.

(b) Termination Right. INTENTIONALLY OMITTED

(c) Early Possession. INTENTIONALLY OMITTED

(d) Early Termination. INTENTIONALLY OMITTED

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

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 that is in compliance with laws and the class and character 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 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, 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 it is reasonably expected to take 180 days or longer to fully restore the Premises, Landlord shall have the right to terminate this Lease by written notice to Tenant. If all or any portion of the Premises shall be made untenantable 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 forty-five (45) days following the date of the casualty, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

(b) Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises.

(c) Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (i) Landlord shall have no obligation to restore the Premises, (ii) Landlord may retain all insurance proceeds relating to such destruction, and (iii) 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 following written notice to Landlord and providing Landlord with an opportunity to cure (i) declare a default hereunder or (ii) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

(a) Landlord Representations. Landlord represents to Tenant that (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), except as may be set forth in the Asbestos Report referenced in Section 1.1(p) above; 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. To the extent the Asbestos Report indicates the presence of asbestos at the Building, this provision shall constitute notice to Tenant as required by the California Health & Safety Code. In connection with performing any work that may disturb asbestos at the Building, Tenant shall comply with the terms of the Asbestos Report. If and to the extent the Asbestos Report indicates the presence of asbestos within the Premises, Landlord shall abate any such asbestos existing within the Premises to the extent required by law and shall provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

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

(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: (i) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed; (ii) be at least equal in quality, value and utility to the original work or installation; and (iii) 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 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 in Downtown Long Beach. For energy conservation purposes, HVAC service on Saturdays shall be requested and submitted online (or such other format as approved or directed by Landlord), in accordance with the procedures implemented by Landlord from time to time. After the hours specified above in this Section 11(a), Tenant shall pay Landlord for after-hours HVAC, which shall be subject to change from time to time, currently at the rate of $75.00 per hour; provided, however, that Landlord does not currently charge for HVAC service between the hours of 9:00 a.m. and 1:00 p.m. on Saturdays.

(b) Electricity. Landlord shall furnish to the Premises the amount of electric current in an amount sufficient for use and occupancy for normal office purposes to a standard comparable to other first-class office buildings in Downtown Long Beach, with not less than seven (7) watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or subpanels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

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

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

(e) Janitorial. Landlord shall provide janitorial service on five nights per week (excluding holidays as referenced in this Lease) 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 A 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) Utilities. Landlord shall directly pay for all gas, heat, light, power and sewer charges supplied to the Premises, together with any taxes thereon.

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 untenantable 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 (10) 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 thirty (30) days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

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

(c) No Effect on Indemnity. Nothing in this Section 13 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(d), 19(a) 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 five 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(d); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease.

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

(c) Emergency. Notwithstanding the foregoing cure period, Tenant may cure any default 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: provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which consent Landlord shall not unreasonably withhold if the assignee has the financial condition and is another public agency.

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 affect the systems or structure of the Building; and (4) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

(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. 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 commercially reasonable deductible of no greater than 5% of the property value. 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 "A-VII" 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 and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

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

20. PARKING.

(a) Tenant's Rights. Tenant shall have the right to passes for eleven (11) unreserved parking spaces at the parking facilities for the Building, and Tenant shall pay for such passes at the prevailing rates charged from time to time by the Parking operator; provided, however, that passes for up to five (5) unreserved parking spaces shall be at no cost to Tenant during the Term. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all 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.

(b) Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant be entitled to utilize all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), Tenant may (i) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter or (ii) deduct from the Basic Rent thereafter accruing hereunder an amount each month equal to $90.00 per parking space.

21. ENVIRONMENTAL MATTERS.

(a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "**Hazardous Materials**" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or

potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "**Environmental Laws**" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

(b) Landlord 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. 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. Notwithstanding the foregoing, Tenant acknowledges that the Asbestos Report has been made available to Tenant for review and Landlord shall not be liable for matters disclosed therein unless and to the extent Landlord breaches the provisions thereof or of this Lease.

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 Exhibit B attached hereto and incorporated herein by this reference, 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. Landlord shall construct improvements to the Premises (collectively the "**Tenant Improvements**"), subject to and in accordance with the terms of this Section 23:

(a) Plans and Working Drawings. Promptly following the full execution and delivery of this Lease, Tenant and Landlord shall work together to prepare and agree upon preliminary plans for the Tenant Improvements to be constructed in the Premises ("**Preliminary Plans**"). Tenant shall respond to Landlord's request for information or approval of the Preliminary Plans within ten (10) days following written request by Landlord or its representative. Based on the Preliminary Plans approved by Landlord and Tenant, Landlord shall cause its Architect and Engineers to prepare the working drawings covering the Tenant Improvements (the "**Working Drawings**").

(i) Landlord shall provide to Tenant the final Working Drawings prepared from said Preliminary Plans promptly following Landlord's receipt thereof. Within three (3) business days after receipt and before any building permits are obtained, Tenant shall have the right to review and approve said final Working Drawings, which approval shall not be unreasonably withheld. Approval by Tenant shall be deemed to be confirmation that the design of the Tenant Improvements satisfied Tenant's needs for the Premises. Landlord's

Architect shall be responsible for confirming that the Working Drawings shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises. Landlord's Architect shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

(ii) Landlord (or its Architect or Contractor) shall file for building permit(s), if necessary, to construct the Tenant Improvements within ten (10) business days following Landlord's receipt of the completion of final Working Drawings and Tenant's acceptance thereof and shall diligently proceed to obtain the permit(s) as soon as possible. Upon delivery of the Premises to Tenant, the Tenant Improvements shall be substantially complete and shall comply with applicable City, County State and Federal building codes, regulations and ordinances required for beneficial occupancy, such that the Premises may be legally occupied for business purposes.

(b) Construction Budget and Payment of Construction Costs. Following Tenant's approval of the Working Drawings, Landlord shall cause its contractor to submit to Tenant a budget showing the projected costs of completing the Tenant Improvements (the "**Construction Budget**"). Tenant shall have five (5) days from the date of receipt of the Construction Budget to approve the Construction Budget, which approval shall not be unreasonably withheld. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval of the Construction Budget or the five-day period expires without any response from Tenant. Subject to reimbursement by Tenant as referenced below, Landlord shall advance the cost of constructing the Tenant Improvements, up to a maximum aggregate cost to Landlord equal to $40,000.00, provided that the entire cost of the Tenant Improvements shall be paid by Tenant as set forth below. When considering the costs of the Tenant Improvements, the following shall be included in the determination of said costs: an amount equal to Landlord's actual costs for architects' fees, contractors' fees, engineers' fees, permit fees, other professionals' fees (if any, and only as approved in advance by Tenant), plus an additional charge of three percent (3%) of construction costs as a supervision fee for Landlord. The Tenant Improvements 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.

(c) Reimbursement by Tenant. Tenant agrees to reimburse Landlord for Tenant Improvements costs actually expended by Landlord, which reimbursement shall be made by making a lump sum payment to Landlord within sixty (60) days of substantial completion of the Tenant Improvements. For purposes of ascertaining the actual expenditures for said Tenant Improvements, Landlord shall provide to Tenant, upon the issuance of a Certificate of Occupancy, or a final sign-off by the City of Long Beach, a detailed breakdown of the total costs of constructing the Tenant Improvements and execute a summarized breakdown of the total costs of the Tenant Improvements in the form attached hereto as Exhibit H, attached hereto and incorporated herein by this reference. Tenant shall have the right to audit said costs for a period of six (6) months from the Commencement Date.

(d) Construction of Tenant Improvements. The parties agree that the estimated time for completion of the Tenant Improvements is sixty (60) days from the date of issuance of the building permit(s) (the "**Estimated Completion Date**").

(i) Landlord or its Contractor shall file for building permit(s), if necessary, to construct the Tenant Improvements promptly following Landlord's receipt of Working Drawings and Tenant's acceptance (or deemed acceptance) thereof. Landlord shall, and shall cause Contractor to diligently proceed to obtain the permit(s) as soon as possible. Landlord shall cause its contractors to promptly commence construction of the Tenant Improvements once building permit(s) are issued.

(ii) The Tenant Improvements must be of an acceptable quality, value and workmanship as determined by Tenant's sole discretion, and must be completed in accordance with all applicable laws. Any and all construction pertaining to this Lease by Landlord or its designated contractors or subcontractors shall comply with all applicable City, County, State and Federal regulations, codes and ordinances, including, without limitation, all provisions of the California Labor Code. Under the provisions of said 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 and performance of the Tenant Improvements. Particulars of the current Prevailing Wage Scale, as approved by the County Board of Supervisors, which is applicable to the Tenant Improvements are filed with the Clerk of the Board of Supervisors and must be posted at the subject work site.

(iii) Landlord shall 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. The costs of such clean-up, including any dumpster fees, shall be included as part of the cost of the Tenant Improvements in the Landlord's contract with its selected contractor.

(iv) To the extent commercially reasonable and customary, all work, construction and materials shall be in the final Working Drawings. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to areas controlled both on the Working Drawings and on the breaker panels and valves. Within thirty (30) days of the actual Completion Date, Landlord shall furnish the Chief Executive Office with one (1) complete set of reproducible as-built drawings of the Tenant Improvements on an AutoCad system basis.

(e) Construction Delays. Completion of the Tenant Improvements may be delayed by acts or omissions of Tenant or of any employees or agents of Tenant, including, without limitation, (i) Tenant's failure to timely provide information or approve and matter requiring Tenant's approval hereunder, or (ii) Tenant-requested change orders in the Tenant Improvements ("**Tenant Delays**"), in which event the Commencement Date shall be the date that the Commencement Date would have occurred if not for such Tenant Delay. Tenant further acknowledges that Completion may be delayed by the following (collectively, "**force majeure delays**") in which event the Commencement Date shall not occur until Completion as set forth in this Lease:

(i) Any act of God which Landlord could not have reasonably foreseen and provided for, or

(ii) Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or

(iii) Any war or declaration of a state of national emergency, or

(iv) The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the Premises.

(f) INTENTIONALLY OMITTED

(g) Independent Entities. Tenant acknowledges that Legacy Partners CDS, Inc. is a separate and independent entity from Landlord, and Tenant agrees to look solely to Contractor with respect to the completion of the Tenant Improvements. Contractor shall cause an industry standard construction warranty to be issued with respect to the Tenant Improvements, and Landlord will enforce such warranty on Tenant's behalf and will assign such warranty to Tenant upon Tenant's request.

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 to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building, provided that Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a commercially reasonable nondisturbance protection from the holder of any mortgage or deed of trust to be held prior. If Tenant is requested to subordinate its interest to the lien of a future mortgage or deed of trust, any such holder shall provide a commercially reasonable form of subordination, nondisturbance and attornment agreement, which may be on such lender's standard form or, with such lender's consent, in the form of Exhibit C attached hereto and incorporated herein. No such future 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 specifically set forth in this Lease.

(b) Existing Deeds of Trust. Upon Tenant's request, and at Tenant's cost, Landlord shall request that the beneficiary under any existing deed of trust affecting the Building provide to Tenant a written subordination, nondisturbance and attornment agreement in such lender's standard form, or with such lender's agreement, in the form of Exhibit D attached hereto and incorporated herein by this reference.

(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 Exhibit E attached hereto and incorporated herein by this reference.

(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 days within which to cure such default.

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

27. SIGNAGE. Tenant shall be entitled to (i) one (1) identification sign on or near the entry doors of the Premises, and (ii) for multi-tenant floors, one (1) identification or directional sign, as designated by Landlord, in the elevator lobby on the floor on which the Premises are located. The location, quality, design, style, lighting and size of such signs shall be consistent with the Landlord's Building standard signage program and shall be subject to Landlord's prior written approval, in its reasonable discretion. Except for such identification signs, Tenant may not install any signs on the exterior or roof of the Building or the Common Areas. Any signs, window coverings, or blinds (even if the same are located behind the Landlord approved window coverings for the Building), or other items visible from the exterior of the Premises or Building are subject to the prior approval of Landlord, in its sole and absolute discretion.

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

29. GENERAL.

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

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

(c) Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

(d) Entire Agreement. This Lease 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 in the form of Exhibit F attached hereto and incorporated herein by this reference.

(l) INTENTIONALLY OMITTED

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) ten percent (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, 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, Landlord, upon the date of execution and delivery of this Lease by Landlord to Tenant, irrevocably offers to enter into this Lease and not to revoke this offer until the date which is thirty (30) days following the date Landlord executes and delivers this Lease to Tenant.

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

LANDLORD:

LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC,
a Delaware limited liability company

By: LEGACY PARTNERS COMMERCIAL, L.P.,
a California limited partnership,
as Manager and Agent for Owner

By: LEGACY PARTNERS
COMMERCIAL, INC.,
General Partner

By: _____
Debra Smith
Its: Chief Administrative Officer
DRE #00975555
BL DRE #01464134

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
ZEV YAROSLAVSKY
Chairman

ATTEST:

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

By: _____
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: _____
Deputy

77764

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By: _____
Deputy: Byron Shibata

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 MAY 29 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

CLEANING AND MAINTENANCE SCHEDULE

GENERAL OFFICE AREAS

Daily Services - Five days per week.

1. Waste baskets emptied and replaced with new liners as necessary.
2. Tops of furniture, file, tables, etc., dusted - only when free of papers, folders, etc.
3. General floor area policed for scraps of paper, paper clips, staples, etc.
4. Tile, vinyl and stone floors, as applicable, swept and/or dust mopped.
5. Carpeted floors spot cleaned and vacuumed in traffic areas - fully vacuumed if required.
6. Doors and light switches spot cleaned to remove smudges and finger marks.
7. Finger marks cleaned from both sides of glass doors.
8. Spot clean all cabinetry doors and counter tops in tenant kitchen areas as well as exterior of refrigerators, microwaves, dishwashing machines and trash compactors. Clean and polish all sink basins.

Weekly Services.

1. Furniture dusted - tops of desks, tables, credenzas, etc., needs to be free of all work papers, folders, etc.
2. Telephones wiped clean.
3. Smudges and finger marks removed from walls, partitions, partition glass, etc.
4. Lint brushed from seats, backs of upholstered chairs, sofas, etc.
5. Carpeted areas vacuumed.
6. Clean and sanitize all wastepaper baskets and refuse receptacles if liquids have leaked through plastic liner.

Periodic Services.

1. High dusting of corners, ledges, tops of drapes, ceiling diffusers, etc. will be performed on an as-needed basis.
2. Chair pads will be reversed and cleaned underneath on an as-needed basis.
3. Uncarpeted floors will be cleaned and re-waxed every at least every 90 days.

ELEVATOR LOBBIES, ENTRANCES AND CORRIDORS

Daily Service -Five days per week.

1. Elevator lobbies vacuumed.
2. All bare floor areas swept or dust mopped.
3. All office entrance doors, doors to restrooms, doors to stairways, elevator doors, and doors facing elevator cabs spot cleaned.
4. Any spillage spot mopped.
5. Building directories spot cleaned, interiors dusted, glass spot cleaned.
6. Drinking fountains cleaned.

ELEVATORS (INCLUDING FREIGHT ELEVATOR)

Daily Service – Five days per week.

1. Dust light lenses, damp wipe, if necessary.
2. Damp wipe all walls in each cab.
3. Dust or damp wipe finish metal and floor buttons. Stainless steel cleaner to be utilized as necessary.
4. Clean, vacuum and polish all door tracks and treads as needed.
5. Clean, including edging along base, all elevator cab flooring.
6. Spot clean elevator carpet.
7. Spot clean pen and pencil markings in elevator.
8. Spot clean hall sides of doors, frames, hall call buttons, call lights and directional fixtures. Stainless steel cleaner to be utilized as necessary.
9. Damp wipe Evacuation Signage in Elevator Lobbies.

Weekly.

1. Wash hall side of doors and frames.
2. Thoroughly shampoo elevator carpet.

Monthly.

1. Dust ceiling vent grills.

FREIGHT ELEVATOR LOBBY VESTIBULE

Daily service – Five days per week.

1. Sweep floors, then spot mop or wet mop.
2. Clean/wash transoms high and low.
3. Clean prints and marks from doors.
4. Spot clean walls.

Monthly.

1. Strip floors, buff and recoat, as necessary.
2. Dust light fixtures.

RESTROOMS

Daily service – Five days per week.

1. *Floors and Tile.* Floors will be swept clean and wet-mopped using a germicidal detergent approved by owner. The floors will then be mopped dry and all watermarks and stains wiped from walls and metal partition bases.
2. *Metal Fixtures.* All mirrors, powder shelves, bright work (including exposed piping below wash basins), towel dispensers, receptacles and any other metal accessories will be washed and polished. Contractor shall use only non-abrasive, non-acidic material to avoid damage to metal fixtures.
3. *Ceramic Fixtures.* Scour, wash and disinfect all basins, bowls and urinals with Owner-approved germicidal detergent solution, including tile walls near urinals.

4. *Walls and Metal Partitions.* Damp wipe all metal toilet partitions and modesty screens and tiled walls using approved germicidal solution. All surfaces are to be wiped dry so that all wipe marks are removed and surfaces have a uniformly bright appearance. The top edges of all partitions, ledges and mirror tops will be dusted.

5. *Empty All Receptacles.* Waste, sanitary napkins, ashtrays, etc.

6. *All Dispensers to be filled.* Fill toilet paper, toilet seat cover, hand towel, soap, sanitary napkin and air freshener dispensers as necessary. Change batteries in air freshener dispensers as necessary. Replace lined disposal bags in sanitary napkin receptacles.

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.

EXHIBIT B

TENANT ESTOPPEL CERTIFICATE

To: [Insert name of party to rely on document]

_____

_____

_____

Attn: _____

Re: Date of Certificate: _____
Lease Dated: _____
Current Landlord: _____
Located at: _____
Premises: _____
Commencement Date of Term: _____
Expiration Date: _____
Current Rent: _____

County of Los Angeles ("Tenant") hereby certifies that as of the date hereof:

1. Tenant is the present owner and holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2. (a) A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

(b) The current Rent is set forth above.

(c) The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Except as specified in the Lease, Tenant has no option or right to renew, extend or cancel the Lease.

(d) Except as specified in the Lease, Tenant has no option or right to lease additional space in the Premises or Building or to use any parking.

(e) Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

(f) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession, except as expressly set forth in the Lease.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed, altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

EXHIBIT C

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street, 3rd Floor)
Los Angeles, California 90012 **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is entered into as of the _____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), _____ ("Borrower") and _____, ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated _____ _____ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a Non-Disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The Lease shall be subject and subordinate to the lien of the Deed of Trust and to any renewals, modifications, consolidations, replacements and extensions of the Deed of Trust to the full extent of the principal sum secured by the Deed of Trust including any interest except that if Tenant is granted any option to extend the term of the Lease, right of first offer to lease additional premises, option to purchase the Property, or right of first option to purchase the Property in the Lease such provisions shall not be affected or diminished by this subordination which is conditioned upon the agreement of Borrower and Lender in section 3 hereof.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-Disturbance. The Transfer of the Property or any enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby, or deprive Tenant of any other property rights granted in the Lease.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____
_____

To Borrower: _____
_____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same instrument.

TENANT: COUNTY OF LOS ANGELES,
a body politic and corporate

APPROVED AS TO FORM

JOHN F. KRATTLI
Acting County Counsel

By: _____
Deputy County Counsel

By: _____
William L. Dawson
Deputy Director of Real Estate

BORROWER:

By: _____
Name: _____
Title: _____

LENDER: [*Insert name of Lender*],

By: _____

EXHIBIT D

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street, 3RD Floor)
Los Angeles, California 90012)

Space above for Recorder's Use

NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Nondisturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant"), and [*Insert name of Lender*], ("Lender").

Factual Background

A. *[Insert name of Landlord]*, ("Borrower") owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made a loan to Borrower. The Loan is secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") intend to or have entered into a lease (the "Lease") under which Borrower leases to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant's rights under the Lease are subordinate to the lien of the Deed of Trust. Tenant is willing to make the substantial investment in the Premises required under the Lease, provided that Lender agrees to a nondisturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser," as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

2. Nondisturbance. The Transfer of the Property or enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby, or deprive Tenant of any other property rights granted pursuant to the Lease.

3. Attornment. Provided that Lender complies with Section 2 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which

may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

4. Lender Not Obligated. Provided that Lender complies with Section 2 above, Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not (a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease including Borrower; or (b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease; or (c) be bound by any prepayment by Tenant of more than one month's installment of rent; or (d) be obligated for any security deposit not actually delivered to Purchaser; or (e) be bound by any modification or amendment of or to the Lease unless the amendment or modification shall have been approved in writing by the Lender.

5. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: _____

_____

To Borrower: _____

_____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

6. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State. This Agreement is the entire agreement between the Lender and Tenant and may only be modified by a written amendment executed by Lender and Tenant.

APPROVED AS TO FORM

JOHN F. KRATTLI
Acting County Counsel

By: _____
Deputy Byron Shibata

TENANT: COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Director of Real Estate

BORROWER: [Insert name of Landlord

By: _____
Name: _____
Title: _____

LENDER: [Insert name of Lender]

By: _____
Name: _____
Title: _____

EXHIBIT E

REQUEST FOR NOTICE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate

REQUEST FOR NOTICE

(UNDER SECTION 2924B CIVIL CODE)

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust described below:

Date of Recording of Deed of Trust

Instrument Number of Deed of Trust

Trustor

Trustee

Beneficiary

be mailed to County of Los Angeles, Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012, Attention: Director of Real Estate.

"LENDER":

_____,
a _____

By:_____
SIGNEE'S NAME

Its: SIGNEE'S TITLE

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

COUNTY OF _____ ss.

On this ____ day of _____, 20__, before me, _____ _____ a Notary Public in and for the State of California, personally appeared _____ _____ personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature_____

My commission expires _____.

EXHIBIT F

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of CBE participation. The information requested below is for statistical purposes only. On final analysis and consideration, leases will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Section 23.5.

Firm Name	
Address	
Contact Name	
Telephone No.	
Total # of Employees	
Business Structure*	

*Corporation, Partnership, etc.

MINORITY/WOMEN PARTICIPATION IN FIRM

	OWNERS PARTNERS	ASSOCIATE PARTNERS	MANAGERS	STAFF	**TOTAL**
Black/African American					
Hispanic/Latin					
Asian American					
Portuguese American					
A. Indian/Alaskan					
All Others					
TOTAL					
Women*					

**Should be included in counts above and reported separately)*

PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

	TOTAL # OF OWNERS	% OF OWNERSHIP
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		
TOTAL		
Women*		

**Should be included in counts above and reported separately*

CURRENT CERTIFICATION AS MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority owned business firm by the:

	yes	No
State of California?		
City of Los Angeles?		
Federal Government?		

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.

	Initial	
Initial here if applicable		

SIGNED:
TITLE:
DATE:

EXHIBIT G

(Intentionally Omitted)

EXHIBIT H

MEMORANDUM OF TENANT IMPROVEMENT COSTS

This Agreement is dated this _____ day of _____, 201_, for reference purposes only, by and between Landlord, **LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC**, a Delaware limited liability company ,and Tenant, **COUNTY OF LOS ANGELES**.

The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing by Landlord to Tenant of the buildings located at _____ (the "Premises").

Landlord and Tenant hereby confirm the following:

A. The final total cost of the tenant improvements is ($_____).

This is comprised of:

Lease Budget		Actual Cost
$	Tenant Improvement Allowance	$_____
$	Additional Tenant Improvement Allowance	$_____
$	Change Order Allowance	$_____
$	Total	$_____

IN WITNESS WHEREOF, Landlord and Tenant have respectfully signed this Agreement.

Landlord:

By:

Its: _____

Tenant:

COUNTY OF LOS ANGELES

By_____

EXHIBIT I

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 201_, between County of Los Angeles, a body politic and corporate ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

(1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

(2) Tenant has accepted possession of the Premises and now occupies the same;

(3) The Lease commenced on _____ ("Commencement Date");

(4) The Premises contain _____ rentable square feet of space; and

(5) Basic Rent Per Month is _____.

IN WITNESS WHEREOF, this Memorandum is executed this ___day of _____, 200_.

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