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COUNTY OF LOS ANGELES

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Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 October 22, 2024

October 22, 2024

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

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**FIVE-YEAR LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
17707 STUDEBAKER ROAD, CERRITOS
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed five-year lease amendment to renew an existing lease to provide the Department of Mental Health (DMH) continued use of 27,924 square feet of office space and 117 on-site parking spaces for the Rio Hondo Mental Health Center (RHMHC), Psychiatric Mobile Response Team (PMRT), and American Indian Counseling Center (AICC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Studebaker-Cerritos Project, LLC (Landlord), for approximately 27,924 square feet of office space and 117 on-site parking spaces located at 17707 Studebaker Road, Cerritos (Premises) to be occupied by DMH. This proposes a lease for a term of five years. The estimated maximum first year base rental cost is \$735,000. The estimated total proposed lease cost is \$3,902,000 over the five-year term. In addition, the County is responsible for the costs for utility and janitorial paid directly to each respective service provider. The rental costs will be funded by the Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising any early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH has occupied the proposed Premises since 1986 and has been in holdover without additional fees since its lease expiration on March 28, 2023. DMH uses this space for RHMHC, PMRT, and AICC which all share the space to provide various mental health and wellness services for clients in the surrounding areas. Currently, the programs assist approximately 100 clients per day. On average, clients are at the clinic anywhere between 30 minutes to three hours each visit, depending on the types of services being rendered. Due to these in-person visits from clients who see clinicians or psychiatrists, interviews, and group therapy activities at the proposed Premises, there are no immediate plans for extensive teleworking.

The Premises houses 159 employees with 95 workstations. The total number of employees includes 16 employees who spend about 70 percent of their time in the field. There are no growth positions planned during the proposed lease term due to the limited capacity at the Premises. Due to the programs' growth and limited size of the current Premises, DMH intends to relocate to two other sites to better meet the programs' needs.

The first location at 10330 Pioneer Boulevard, Santa Fe Springs, was adopted by the Board on June 25, 2024, and the premises is currently undergoing the build-out process for the AICC program. The estimated completion of construction is anticipated to be winter 2025. The second proposed location is currently under lease negotiations and will be presented to the Board for adoption soon which will be for placement of the RHMHC and the PMRT program. DMH will remain at the current proposed Premises while the two relocation sites are built out. Upon completion, DMH will vacate the proposed Premises and terminate the proposed lease amendment.

The proposed lease amendment will enable DMH to remain in the current Premises on a temporary basis while replacement space is being constructed and continue providing services to clients within Service Planning Area 7, which includes Cerritos, Santa Fe Springs, Commerce, Downey, and Norwalk among other areas. In addition, the proposed Premises has ample parking, freeway access, and it is located near public transportation such as the Cerritos Transit System, Norwalk Transit System and Long Beach Transit System.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 1 – “Make Investments That Transform Lives” – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The proposed lease amendment is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 4. – Guide Strategic Decision Making.

The proposed lease amendment supports the above goals and objective by providing DMH's RHMHC, PMRT, AICC with adequate space in the appropriate service area.

The proposed lease amendment conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$735,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease amendment over the entire term, is \$3,902,000 as shown in Enclosure B-1. In addition, the County is responsible for utilities and janitorial costs directly to each utility provider. The proposed lease amendment costs will be fully funded by the Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to DMH. DMH has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DMH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease amendment also contains the following provisions:

- Upon commencement of the proposed lease amendment, the annual rental rate will increase from \$25.55 per square foot, per year to \$26.31 per square foot, per year. Base rent is subject to annual increases based on fixed annual increases of 3 percent.
- The Landlord is responsible for the operating and maintenance cost of the building, and the County is responsible for electric/gas utilities and janitorial costs for the Premises. The County is not subject to the building's operating expense increases.
- There are 117 on-site parking spaces included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease amendment is shown in Enclosure B-2.
- The County has the right to terminate the proposed lease amendment early any time after 24 months, with 90 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by the standard annual 3 percent of the base rent at the time of the lease expiration.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and rent will commence on the first day of the month following full execution of the lease amendment by both parties.

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$23.40 and \$36 per square foot, per year. The base annual rental rate of \$26.31 per square foot, per year for the proposed lease amendment represents

a rate that is within the market range for the area. We recommend the proposed Premises as the most suitable to meet the County's space requirements on a short-term basis while the new, permanent sites are being built out and prepared for occupancy.

Co-working space is not a suitable option for DMH's program due to the high volume of clients who need in-person services each day and the highly confidential nature of the program's services.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Cerritos has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for DMH's programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will adequately provide the necessary office space and parking for this County requirement. DMH concurs with the proposed lease amendment and recommendations.

The Honorable Board of Supervisors

10/22/2024

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Respectfully submitted,



FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:EG:gb

Enclosures

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

**DEPARTMENT OF MENTAL HEALTH
17707 STUDEBAKER ROAD
Asset Management Principles Compliance Form¹**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ² DMH programs that share the space provide mental health services and cannot co-locate with other functions		X	
C	Does this lease centralize business support functions? ² RHMHC, PMRT, and AICC provide mental health and wellness services at this site		X	
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 159 employees, it is 175 SF per person which is too small for the programs that have outgrown the current premises. Thus, the proposed lease amendment is a short-term renewal until the new, permanent locations are ready for occupancy.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 117 parking spaces parking ratio is 4.19/1000 SF		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ² Cerritos Transit, Norwalk Transit, and Long Beach Transit	X		
2. <u>Capital</u>				
A.	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?			X
G	Was build-to-suit or capital project considered? ²			X
3. <u>Portfolio Management</u>				
A	Did department use 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 with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u>X</u> No suitable County occupied properties in project area.			
	3. <u>X</u> 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 County is responsible for electric/gas and janitorial costs		X	
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

17707 STUDEBAKER ROAD, CERRITOS
DEPARTMENT OF MENTAL HEALTH

Basic Lease Assumptions

Leased Area (sq.ft.)	27,924	
Parking Spaces	117	
	Monthly	Annual
Rent (per sq. ft.)	\$2.19	\$26.31
Term (Months)	60	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total 5 Year Rental Costs
Annual Base Rent Costs	\$735,000	\$756,816	\$780,000	\$803,000	\$827,000	\$3,902,000
Total Annual Lease Costs Paid to Landlord⁽¹⁾	\$735,000	\$756,816	\$780,000	\$803,000	\$827,000	\$3,902,000

Footnotes

⁽¹⁾ County is responsible for paying utilities and janitorials costs directly and not part of the costs shown here

***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE AMENDMENT

	Existing Lease Amendment (No. 2): 17707 Studebaker Rd.	Proposed Lease Amendment (No. 3) 17707 Studebaker Rd.	Change
Area (Square Feet)	27,924 sq.ft.	27,924 sq.ft.	No change
Term (years)	Seven years	Five years	- Two years
Annual Base Rent*	\$714,000	\$735,000	+\$21,000 annually
Janitorial/Utility/Maintenance Costs	DMH pays the janitorial and electrical/gas directly and not reimbursed to Landlord.	DMH pays the janitorial and electrical/gas directly and not reimbursed to Landlord.	No change
Total Annual Lease Costs payable to Landlord*	\$714,000	\$735,000	+\$21,000 annually
Rental rate adjustment	Annual CPI adjustments capped at four percent but not less than the rent payable the previous year.	Annual adjustments fixed at three percent.	Annual adjustments fixed at three percent.

*All numbers are rounded up.

DEPARTMENT OF MENTAL HEALTH

SPACE SEARCH – 3 MILE RADIUS FROM 17707 STUDEBAKER ROAD

LAC O	Name	Address	Ownership	Gross SQFT	Vacant
A126	DA - Criminal Justice Information System/ISAB	12750 Center Court Dr, Cerritos, CA 90703	Leased	7469	No
A126	DA - Criminal Justice Information System/ISAB	12750 Center Court Dr, Cerritos, CA 90703	Leased	3432	No
A126	DA - Criminal Justice Information System/ISAB	12750 Center Court Dr, Cerritos, CA 90703	Leased	9286	No
6445	Alternate Public Defender - Legal Defense	9928 E Flower St., Bellflower, CA 90706	Leased	900	No
4401	DHS - Bellflower Health Center	10005 E Flower St., Bellflower, CA 90706	Owned	15524	No
10350	BOS - 4th District Office	11911 Artesia Blvd, Cerritos, CA 90701	Leased	1249	No
10350	BOS - 4th District Office	11911 Artesia Blvd, Cerritos, CA 90701	Leased	1249	No
A403	DMH - Rio Hondo Mental Health Services	17707 Studebaker Rd, Cerritos, CA 90701	Leased	27924	No
A403	DMH - Rio Hondo Mental Health Services	17707 Studebaker Rd, Cerritos, CA 90701	Leased	27924	No
B600	Public Library - George Nye, Jr. Library	6600 Del Amo Blvd, Lakewood, CA 90713	Leased	7100	No

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Mental Health – 17707 Studebaker Road – Fourth District.

A. Establish Service Function Category – DMH's Rio Hondo Mental Health Center, Psychiatric Mobile Response Team, and American Indian Counseling Center.

B. Determination of the Service Area – Service Area 7 (SA7) which includes Santa Fe Springs, Commerce, Downey, and Norwalk areas.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Services provided in SA7 which includes Artesia, Bellflower, Bell Gardens, Cerritos, Commerce, Cudahy, Downey, East Los Angeles, Hawaiian Gardens, Huntington Park, Lakewood, La Mirada, Maywood, Norwalk, Pico Rivera, Santa Fe Springs, South Gate, Whittier, and others.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Cerritos Transit System, Norwalk Transit System, and Long Beach Transit System.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs before relocation.
- Compatibility with local land use plans: The City of Cerritos has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$3,902,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$23.50 and \$36 per square foot, per year. The base annual rental rate of \$26.31 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area.

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

The proposed lease amendment will provide adequate and efficient office space for 159 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 3 TO LEASE NO. 67852
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
17707 STUDEBAKER ROAD, CERRITOS

This AMENDMENT NO. 3 TO LEASE NO. 67852 ("Amendment No. 3") is made and entered into this _____ day of _____, 2024 by and between STUDEBAKER-CERRITOS PROJECT, LLC, a California limited liability company, hereinafter referred to as "Lessor," and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Lessee" or "County".

RECITALS

WHEREAS, Lessor's predecessor in interest, STUDEBAKER-CERRITOS PROJECT, LTD., a California limited partnership, and Lessee, entered into that certain Lease No. 67852 dated October 18, 1994 (the "Original Lease"), whereby Lessee leased from Lessor approximately 27,640 rentable square feet of space located at 17707 Studebaker Road, Cerritos, California (the "Original Premises").

WHEREAS, STUDEBAKER-CERRITOS PROJECT, LTD., a California limited partnership and Lessee agreed to amend the Original Lease and entered into that certain Amendment No. 1 to Lease No. 67852 dated January 18, 2005 ("Amendment No. 1"), whereby amongst certain amendments the Original Lease Term was extended until January 21, 2015 (the "Premises").

WHEREAS, Lessor and Lessee agreed to further amend the Original Lease and entered into that certain Amendment No. 2 to Lease No. 67852 dated March 29, 2016 ("Amendment No. 2"), whereby amongst certain amendments the Original Lease Term was extended until March 29, 2023, and a Lessee option to purchase the was added to the Original Lease.

WHEREAS, the Original Lease, as amended by that certain Amendment No. 1 and Amendment No. 2, shall collectively be referred to as the "Lease."

AGREEMENT

NOW, THEREFORE, inconsideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants, and agreements herein contained and intended to be legally bound hereby, Lessor and Lessee hereby covenant and agree to amend the Lease as follows:

1. TERM: Effective upon execution of this Amendment No. 3 by the parties herein, Paragraph 2, TERM, is hereby amended such that the term of this Lease shall be for five (5) years ("Amendment No. 3 Extended Term"), commencing on the first (1st) day of the month following approval of the Board of Supervisors and upon full execution of Amendment No. 3 by both parties (such commencement date being the "Renewal Commencement Date"), and terminating at midnight on the day before the fifth (5th) anniversary of the Renewal Commencement Date (the "Renewal Termination Date").
2. RENT: Effective upon Renewal Commencement Date, Paragraph 3, RENT of Amendment No. 1, is hereby deleted in its entirety and the following is substituted therefor:

The Rent shall be on a Modified Gross basis. Lessee is responsible for janitorial services and supplies, all electricity, gas, and other lighting, heating, and power to the premises. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof. The Lessee hereby agrees to pay as rent for said demised Premises during the term as scheduled below:

Amendment No. 3 Extended Term Year	Monthly Base Rent	Annual Base Rent
1	\$61,231.00 (\$2.19 per RSF)	\$734,772.00 (\$26.31 per RSF)
2	\$63,067.93 (\$2.26 per RSF)	\$756,815.16 (\$27.10 per RSF)
3	\$64,959.97 (\$2.33 per RSF)	\$779,519.61 (\$27.92 per RSF)
4	\$66,908.77 (\$2.40 per RSF)	\$802,905.20 (\$28.75 per RSF)
5	\$68,916.03 (\$2.47 per RSF)	\$826,992.36 (\$29.62 per RSF)

3. **CANCELLATION:** Effective upon Renewal Commencement Date, Paragraph 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

Lessee shall have the right to cancel this Lease at or any time after the twenty-fourth (24th) month following the Renewal Commencement Date by giving the Lessor not less than ninety (90) days prior written notice by Chief Administrative Office.

4. **RATIFICATION:** Except as amended by the provisions of this Amendment No. 3, the terms and provisions of the Lease remain in full force and effect. Lessee and Lessor ratify and affirm the Lease, as amended by this Amendment No. 3.

5. **CHOICE OF LAW:** The terms and provisions of this Amendment No. 3 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws provisions.

6. **ENTIRE AGREEMENT AND MODIFICATION:** The Lease as modified by this Amendment No. 3 constitutes the final, complete and exclusive statement of the terms of the agreement of Lessee and Lessor, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of Lessee and Lessor. This Amendment No. 3 shall be deemed to be incorporated into the Lease and made a part thereof. All references to the Lease in any other document shall be deemed to refer to the Lease as modified by this Amendment No. 3. Except as modified by this Amendment No. 3, all of the terms and conditions of the Lease shall remain in full force and effect. In the event that the terms of this Amendment No. 3 conflict with the terms of the Lease and its schedules, the terms of this Amendment No. 3 shall control. Neither Lessee nor Lessor has been induced to enter into this Amendment No. 3 by, nor is Lessee or Lessor relying upon, any representation or warranty other than those set forth in this Amendment No. 3. Any agreement made after the date of this Amendment No. 3 shall be ineffective to amend this Amendment No. 3, in whole or in part, unless such agreement is in writing, is signed by Lessee and Lessor, and

specifically states that the agreement amends or modifies this Amendment No. 3 (or the Lease, as amended by this Amendment No. 3).

7. **NO DRAFTING PRESUMPTION:** The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 3.
8. **PARTIAL INVALIDITY:** If any term, covenant or provision of this Amendment No. 3 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 3, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 3 will be valid and enforceable to the fullest extent permitted by law.
9. **CONSTRUCTION:** Unless the context clearly requires otherwise, in this Amendment No. 3 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation or other provision of this Amendment No. 3 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 3, unless otherwise expressly provided in this Amendment No. 3.
10. **CAPITALIZED TERMS; PARAGRAPH REFERENCES:** Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Lease, unless otherwise defined in this Amendment No. 3. Unless otherwise noted, section references in this Amendment No. 3 refer to sections in Lease, as amended by this Amendment No. 3.
11. **CAPTIONS:** The captions to the sections in this Amendment No. 3 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 3.
12. **COUNTERPARTS:** This Amendment No. 3 may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. The parties contemplate that they may be executing counterparts of this Amendment No. 3 transmitted by facsimile or email in PDF format and agree and intend that a signature by either facsimile machine or email in PDF format shall bind the party so signing with the same effect as though the signature were an original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Lessor has executed this Amendment No. 3 or caused it to be duly executed and County of Los Angeles, pursuant to Chapter 2.08 of the Los Angeles County Code, has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LESSEE:


COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

LESSOR:

STUDEBAKER-CERRITOS PROJECT, LLC,
a California limited liability company

By: 
Print Name: Carole Glewis
Its: CEO

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy