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Kenneth Hahn Hall of Administration  
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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

November 26, 2024

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

35 November 26, 2024

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**TEN-YEAR SIX-MONTH LEASE  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
3501 SEPULVEDA BOULEVARD, TORRANCE  
(FOURTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new ten-year six-month-lease for 69,222 square feet of office space, and 360 on-site parking spaces for the Department of Children and Family Services (DCFS), Torrance Regional Office.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease 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 with WCCP DEL AMO LLC, a California limited liability company (Landlord), for approximately 69,222 square feet of office space, and 360 on-site parking spaces located at 3501 Sepulveda Boulevard, Torrance (Premises) to be occupied by DCFS. This proposes a lease for a term of more than ten years, to wit, for a term of ten years and six months. The estimated maximum first year base rental cost is \$2,659,000, but with a six-month rent abatement of approximately \$1,330,000, will equal \$1,329,000. The estimated total proposed lease costs including tenant improvements and low-voltage items is \$46,207,000 over the ten-year six-month term. The rental costs will be funded by 45 percent State and Federal funds and 55 percent by net County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$5,884,000 for the County's Tenant Improvement (TI) contribution, if paid in a lump sum or \$7,160,000 if amortized over five years at 8 percent interest per annum.
4. Authorize the Director of DCFS to contract with and direct the Internal Services Department in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$6,562,000 if paid in a lump sum or \$7,985,000 if amortized over five years at 8 percent interest per annum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights, options to extend with annual Consumer Price Index increases capped at 3 percent.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DCFS has occupied and used 2325 Crenshaw Boulevard, Torrance (2325 Crenshaw) since August 1999 as its Torrance Regional Office. In February 2024, the then-landlord informed the County it would not renew the County lease because it was in escrow to sell 2325 Crenshaw to another entity. The then-landlord added that the buyer had plans to redevelop the entire property into a 272-unit apartment building and asked the County to vacate the building upon its lease expiration on June 5, 2024.

The County, which was already in the process of searching for a replacement property because 2325 Crenshaw was too small for its current operations, accelerated its search and found the proposed Premises. In July 2024, 2325 Crenshaw was sold to a new Landlord who confirmed that he would not entertain a long-term lease with the County, however, he would allow DCFS to remain at 2325 Crenshaw until the anticipated demolition date for its new redevelopment project scheduled for August 2026. The County intends to enter into a short-term lease amendment at 2325 Crenshaw so that DCFS can continue to provide essential services to the community while the construction of the TIs at the proposed Premises can be completed and are ready for DCFS' occupancy. Once DCFS relocates to the proposed Premises, DCFS will terminate the lease at 2325 Crenshaw.

The proposed Premises is 69,222 square feet, which is an increase of 8,418 square feet when compared to 2325 Crenshaw. The increase in size is necessary due to the zip code realignment which added 43 employees and made 2325 Crenshaw too small for DCFS' continued occupancy. The proposed Premises will be a replacement site for DCFS' Torrance Regional Office.

The DCFS Torrance Regional Office is one of 22 regional offices that provides a full-service child protection system and is dedicated to the safety and well-being of children in the South Bay region. Services provided include emergency response, family maintenance and reunification, and permanent placement children's social workers. The smaller programs and other County departments working in collaboration at this location with Torrance Regional Office include the Child and Family Team, Department of Mental Health/DCFS collaboration for improving mental health and permanency outcomes for foster children, Coordinated Services Action Team, Department of Public Social Services Linkages, and contracted Education Liaisons.

DCFS has implemented telework where possible. There are 455 staff and 386 workstations at the Premises. On-site coverage is needed for services such as client interviews and supervised visitation. Children's social workers must be present daily. Additionally, DCFS requires secured space to access and maintain confidential files, which may not be removed from the office.

The proposed lease will provide DCFS with sufficient and conveniently located office space, where children in the foster care system can visit with their parents and siblings in a safe and supervised setting. The premises is easily accessible to public transportation.

### **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 is also consistent with the Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by providing DCFS with a regional office to continue to provide services to children and their families, located in the Torrance and surrounding areas.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$2,659,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the initial term, including rent abatement, tenant improvements costs, and Low-Voltage Items is \$46,207,000, as shown in Enclosure B. If all options are exercised, the total proposed lease costs will be \$65,745,000. The proposed lease costs will be funded by 45 percent State and Federal funds and 55 percent by NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

- The annual rental rate will be \$38.40 per square foot, per year and is subject to annual increases based on the fixed annual increases of 3 percent.
- The Landlord has agreed to six months of rent abatement. DCFS has the option to convert all or any portion of its rental abatement towards an increase in the base TI allowance.

- Total TI costs are expected to be \$12,807,000. The Landlord will provide approximately \$6,922,000 (\$100 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$5,884,000 (\$85 per square foot) as the County's lump sum TI contribution. If the Landlord advances the County's TI contribution, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$7,160,000.
- The County will pay \$6,562,000 for the lump sum cost of the Low-Voltage Items. If DCFS elects to pay in installments, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$7,985,000.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- There are 360 on-site parking spaces included in the base rent at no additional cost.
- The County is responsible for afterhours heating, ventilation, and air conditioning (HVAC) usage currently at \$75 per hour and the cost of HVAC usage to the mechanical rooms housing the County's computer servers and related equipment which will be separately metered.
- The proposed lease is for a ten-year six-month initial term with an option to extend the lease for an additional five years with nine months' notice before expiration of the initial term, where base rent during the option term will increase by Consumer Price Index adjustments capped at 3 percent per annum. If all options are exercised, the total term of the proposed lease would be 15 years and six-months.
- The County has the right to terminate the proposed lease any time after 60 months, with nine months' notice subject to payment of (i) any unamortized portion of the Landlord's TI allowance and (ii) all abated rent, which in total will not exceed \$5,010,000.
- Holdover at the proposed lease expiration is subject to the existing terms and conditions of the lease for the initial six months of holdover. Thereafter the rent shall increase by 10 percent. In the event the County renews the lease, the Landlord shall reimburse the County any holdover paid by the County as a credit against rent at the start of the new lease.
- The proposed lease was submitted for review to the Board's appointed Real Estate Management Commission on October 29, 2024, and was unanimously approved.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence 30 days after completion of the TIs by the Landlord and acceptance of the Premises by the County.
- The County shall have Right of First Offer to lease any available space in the building.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. No responses were received. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. 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 \$40.80 and \$48 per square foot, per year. The base annual rental rate of \$38.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the nature of services provided by DCFS at this location.

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

The Department of Public Works has found the facility suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Torrance has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease 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 will provide a suitable office location for DCFS' Torrance Regional Office, 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, which involves the leasing of existing office space with minor TIs 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 will adequately provide the necessary office space, and parking for this County requirement. DCFS concurs with the proposed lease and recommendations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:MT:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Children and Family Services  
Internal Services

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
3501 SEPULVEDA BOULEVARD, TORRANCE**

**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions? <sup>2</sup>		<b>X</b>		
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>		<b>X</b>		
C	Does this lease centralize business support functions? <sup>2</sup>				<b>X</b>
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> Based on 455 staff it is 152 RSF per person due to the high employee count at this location.			<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> Parking ratio is 5.2/1,000		<b>X</b>		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>		<b>X</b>		
<b>2.</b>	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program?		<b>X</b>		
B	Is this a long-term County program?		<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?			<b>X</b>	
D	If no, are there any suitable County-owned facilities available?			<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?				<b>X</b>
F	Is Building Description Report enclosed as Enclosure C?		<b>X</b>		
G	Was build-to-suit or capital project considered? <sup>2</sup>				<b>X</b>
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department use CEO Space Request Evaluation (SRE)?		<b>X</b>		
B	Was the space need justified?		<b>X</b>		
C	If a renewal lease, was co-location with other County departments considered?				<b>X</b>
D	Why was this program not co-located?				
	1. ____ The program clientele requires a "stand alone" facility.				
	2. <u><b>X</b></u> No suitable County occupied properties in project area.				
	3. <u><b>X</b></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? <sup>2</sup>		<b>X</b>		
F	Has growth projection been considered in space request?		<b>X</b>		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?		<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					





**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
SPACE SEARCH – 3 MILE RADIUS  
3501 SEPULVEDA BOULEVARD, TORRANCE**

<b>LACO</b>	<b>Name</b>	<b>Address</b>	<b>Ownership Type</b>	<b>Gross Sq Ft</b>	<b>Vacant</b>
A150	DMH - Wellness Center	21732 S Vermont Ave Suite 210, Torrance, CA 90502	Leased	10212	No
A414	DCFS - Torrance (SPA 8)	2325 Crenshaw Blvd, Torrance, CA 90501	Leased	59375	No
2063	Harbor - REI Administration Building N - 14	1124 W Carson St., Torrance, CA 90502	Owned	9400	No
A521	Harbor/UCLA Med Center - Family Medicine Clinic	1403 W Lomita Blvd, Harbor City, CA 90710	Leased	13775	No
A521	Harbor/UCLA Med Center - Family Medicine Clinic	1403 W Lomita Blvd, Harbor City, CA 90710	Leased	13775	No
11516	Harbor-D-5.5	1000 W Carson St., Torrance, CA 90502	Owned	6296	No
11519	Harbor-N-33	1000 W Carson St., Torrance, CA 90502	Owned	5274	No
10984	Harbor-D-3.5	1000 W Carson St., Torrance, CA 90502	Owned	8804	No
A655	Alternate Public Defender & Public Defender - Torrance Branch Offices	3655 Torrance Blvd, Torrance, CA 90503	Leased	8106	No
5177	Torrance Courthouse	825 Maple Ave, Torrance, CA 90503	CA State & LA County	11673	No
5177	Torrance Courthouse	825 Maple Ave, Torrance, CA 90503	CA State & LA County	140500	No
10439	Center for Resilient Children and Youth	21810 Normandie Ave, Torrance, CA 90562	Owned	23425	No

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease:** Lease for the Department of Children and Family Services – 3501 Sepulveda Boulevard, Torrance – Fourth District.

**A. Establish Service Function Category –** Torrance Regional Office

**B. Determination of the Service Area –** The proposed lease will allow DCFS to continue services located within the South Bay region.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Community need for services in the South Bay region.
- 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., Metro Bus line 344, Torrance Transit lines 2, 3, 6, 7, and 9.
- 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 all of the DCFS needs.
- Compatibility with local land use plans: The City of Torrance 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 \$46,207,000.

**D. Analyze results and identify location alternatives**

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. There were no responses received. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. 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 \$40.80 and \$48 per square foot, per year. The base annual rental rate of \$38.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically.

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

The proposed lease will provide adequate and efficient office space for 455 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**WCCP DEL AMO LLC – Landlord**

**3501 SEPULVEDA BOULEVARD**

**PARTIAL 1ST, PARTIAL 2ND, AND 4TH AND 5TH FLOORS**

**TORRANCE, CALIFORNIA**

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## **EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter
- Exhibit J – Parking Areas



COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between WCCP Del Amo, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

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

<p>(a) Landlord's Address for Notices:</p>	<p>WCCP DEL AMO LLC 25500 Hawthorne Blvd., Suite 2250 Torrance, CA 90505 Attention: Scott Douglas and Mike Rosa Email: sdouglas@westcoastcap.com and mrosa@westcoastcap.com</p> <p>With a copy to:</p> <p>BLANK ROME 2029 Century Park East, 6<sup>th</sup> Floor Los Angeles, CA 90067 Attention: Gregory M. Bordo, Esq. and Jamie Garelick, Esq. Email: greg.bordo@blankrome.com and Jamie.garelick@blankrome.com</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>

(c) Premises:	Approximately 69,222 rentable square feet, comprised of 23,209 RSF on the fifth (5th) floor; 23,209 RSF on the fourth (4th) floor; 5,750 RSF on the second (2nd) floor, and approximately 17,054 RSF on the first (1st) floor, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 3501 Sepulveda Boulevard, Torrance, California, which is currently assessed by the County Assessor as APN 7366-019-132 (collectively, the "Property");
(e) Term:	One hundred and twenty-six (126) months, commencing thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the one hundred and twenty-seventh (127 <sup>th</sup> ) month (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) Estimated Commencement Date:	May 1, 2026.
(g) Irrevocable Offer Expiration Date: (see Section 33)	October 31, 2024
(h) Base Rent:	<p>\$3.20 per rentable square foot per month</p> <p>(i.e., \$221,510.40 per month or \$2,658,124.80 per year)</p> <p>Months one (1) through (6) of the initial Term shall be abated as set forth in Section 5.2</p> <p>Base Rent shall be subject to increase as set forth in Section 5.3.</p>
(i) Early Termination (see Section 4.4)	One-time right to terminate at the end of the 60th month following the Commencement Date of the Lease by delivering written notice of such election to Landlord no later than nine (9) months prior to such date and paying the amount set forth in Section 4.4.

(j)	Rentable Square Feet in the Premises:	69,222 rentable square feet
(k)	Initial Departmental Use:	Department of Children and Family Services, Administrative office for children and family support services and, for any other lawful use, subject to Section 6.
(l)	Parking Spaces:	360 unreserved spaces at no additional cost to Tenant
(m)	Tenant's Hours of Operation:	8 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays
(n)	Asbestos Report:	A report dated July 21, 2023 prepared by Environmental Monitoring Group, a licensed California Asbestos contractor.
(o)	Seismic Report	A report dated August 2, 2023 prepared by Saiful/Bouquet Inc (SBI).
(p)	Disabled Access Survey	Not available.

## 1.2 Defined Terms Relating to Landlord's Work Letter

(a)	Landlord's TI Allowance:	\$6,922,200 (\$100 per rentable square foot)
(b)	Tenant's TI Contribution:	\$5,883,870 (\$85 per rentable square foot)
(c)	Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Fixed eight percent (8%) per annum for five (5) years. As used herein, the actual monthly amount payable by Tenant attributable to Tenant's TI Contribution is referred to herein as the "Monthly TI Repayment Amount".
(d)	Estimated Monthly TI Repayment Amount, based on 100% of Tenant's TI Contribution (as set	\$119,303.67 per month for the first sixty (60) full calendar months of the Term. Such amount shall be adjusted based on the percentage of Tenant's TI Contribution actually spent and based on any increase in Tenant's TI Contribution in accordance with Section 5.2 of this Lease.

	forth in Section 1.2(b) above) being spent	
(e)	Tenant's Work Letter Representative:	Edgar Pejoro, or an assigned staff person of the Chief Executive Office, Real Estate Division.
(f)	Landlord's Work Letter Representative:	Scott Douglas, or an assigned person on behalf of WCCP DEL AMO, LLC.
(g)	Landlord's Address for Work Letter Notices:	WCCP DEL AMO, LLC 25500 Hawthorne Blvd., Suite 2250 Torrance, CA 90505
(h)	Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3	Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter

## 2. **PREMISES**

### 2.1 Lease of Premises

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 1.1 and depicted on Exhibit A attached hereto.

### 2.2 Measurement of Premises

Tenant shall have the right at any time during construction of the Tenant Improvements 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 area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. For the

purpose of clarification, Landlord and Tenant agree that for purposes of determining Base Rent, Landlord's TI Allowance, Tenant's TI Contribution, and signage, the square footage shall be as set forth in Section 1.1(c) and Section 1.1(j) above, and there shall be no adjustment to Base Rent, Landlord's TI Allowance, Tenant's TI Contribution, or signage if any such remeasurement shows a discrepancy in the square footage of the Premises or the Building from the square footage set forth in this Lease.

### **3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, the Building Parking Area (as defined in section 21.1), 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 Area established by Landlord.

### **4. COMMENCEMENT AND EXPIRATION DATES**

#### **4.1 Term**

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements (as defined below) and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Premises are complete and the City of Torrance has signed off on the same, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) To the extent reasonably feasible, Landlord, at Landlord's expense, shall have remedied violations shown in the Access Report;
- (c) Landlord has sufficiently completed all the work required to be performed prior to the Commencement Date by Landlord in accordance with this Lease and Landlord's Work Letter (if any) (the "Tenant Improvements"), including the installation of modular furniture systems , if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (d) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent; and

- (e) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease.
- (f) Intentionally Omitted.

#### 4.2 Termination Right

If the Commencement Date has not occurred within one hundred twenty (120) days after the Estimated Commencement Date, subject to Tenant Delays or, Force Majeure Delays, as provided and as such terms are defined in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

#### 4.4 Early Termination

Tenant shall have a one-time right to terminate this Lease as of the Early Termination date specified in Section 1.1, by giving Landlord not less than nine (9) months prior written notice, executed by Tenant's Chief Executive Officer or his/her designee, and paying Landlord the unamortized portion of all abated rent and Landlord's TI Allowance not to exceed \$5,009,240.52 not later than sixty (60) days after delivery of such notice. Any outstanding unpaid amounts of Tenant's TI Contribution shall be paid on or before the Early Termination Date.

#### 4.5 Intentionally Omitted

### 5. **RENT AND REPAYMENT OF TENANT'S TI CONTRIBUTION**

#### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information.

Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month. As used herein, a "business day" shall mean any day that is not a weekend or a legal federal, state or local holiday in Los Angeles, California.

## 5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subject to Section 5.1, the Landlord shall provide the A-C with electronic banking and related information for the Landlord and/or any other payee that the Landlord designates to receive payment pursuant to this Lease. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon the Commencement Date or at any time during the duration of the Lease, a Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## 5.3 Rent Abatement

Months one (1) through six (6) of the initial Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in Landlord's TI Allowance.

## 5.4 Base Rent Adjustments

The Base Rent will be subject to three percent (3%) fixed increases, per annum as set forth in the schedule below.

Months	Rate	Monthly Rent
1-12	\$3.20	\$221,510.40
13-24	\$3.30	\$228,155.71
25-36	\$3.39	\$235,000.38
37-48	\$3.50	\$242,050.39
49-60	\$3.60	\$249,311.91
61-72	\$3.71	\$256,791.26
73-84	\$3.82	\$264,495.00
85-96	\$3.94	\$272,429.85
97-108	\$4.05	\$280,602.75
109-120	\$4.18	\$289,020.83
121-126	\$4.30	\$297,691.45

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for (a) the government department set forth in Section 1.1 (the "Initial Departmental Use"), or (b) any other County Department the County designates, or any other administrative governmental department purpose, provided that in either case the use is comparable to the Initial Departmental Use, is consistent with Class A office building uses, and does not materially adversely interfere with other uses in the Building ("Permitted County Department"), during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the same rent as the last monthly Base Rent payable under this Lease for a period of six (6) months and thereafter the rent shall increase one-hundred and ten percent (110%)(the additional 10% over the amount of the last monthly Base Rent being referred to herein as the "Holdover Excess Rent"), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. In the event Tenant renews the Lease beyond the holdover period, Landlord shall credit Tenant the amount of Holdover Excess Rent actually paid by Tenant against the Base Rent due and payable during the first month of the renewal period.

**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 or for the benefit of Tenant. The Tenant Improvements shall be constructed in compliance with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof with respect to the Premises, including but not limited to the Americans with Disabilities Act ("ADA"), as in effect at the time of construction ("Applicable Building Codes"). In addition, if the City of Torrance or any other



state, federal or local governmental agency with jurisdiction over the Building requires any modification or alteration to the Premises or to any paths of travel in the Common Areas of the Project necessary for Tenant's use and enjoyment of the Premises (for example, hallways leading to the Premises, elevators, Building access doors, and Building Parking Area (as defined below)) in order to comply with Applicable Building Codes, either as an express condition to issuing a certificate of occupancy or other necessary permit or pursuant to an inspection occurring at any time during the Term, except as otherwise set forth below, Landlord shall be responsible for making such modifications or alterations, the cost of which (i) shall be paid with Landlord's TI Allowance if such work is within the Premises or for Building systems that exclusively serve the Premises, and (ii) shall be considered Base Building Improvements (as defined in Landlord's Work Letter) if such work is outside the Premises or for Building systems that do not exclusively serve the Premises.

## **9. DAMAGE OR DESTRUCTION**

### **9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the loss is not caused by Tenant, and the Premises may be restored to a complete architectural unit of substantially the same value, condition and character that existed immediately prior to such casualty in less than two hundred seventy (270) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall promptly secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within sixty (60) days after the occurrence of the damage, 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 leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

### **9.2 Tenant Termination Right**

- (a) If 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 substantially similar value, condition and character that existed immediately prior to such casualty in less than two hundred seventy (270) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

### 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction; and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

### 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion when required under this Lease, then, subject to Landlord's right to cure such failure within thirty (30) days after receipt of written notice of such failure from Tenant, Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform, or cause to be performed, the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

## 10. **REPAIRS AND MAINTENANCE**

### 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof:
  - i. Landlord has not received any written notice from a Government Agency (a "Violation Notice") stating that the Premises, the Building, or any 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) are in violation of applicable laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, except for any Violation Notices for which Landlord has remedied the cited violations, and, to Landlord's actual knowledge without any duty of independent investigation or inquiry, such systems are in good working order and condition;
  - ii. Landlord has not received any Violation Notice or other written notice stating that the Building or the Premises are in violation of any covenants, conditions, restrictions and insurance underwriter's requirements;

- iii. Landlord has not received any Violation Notice stating that the Premises, the Building or the Common Areas contain Hazardous Materials (as hereinafter defined), and, to Landlord's actual knowledge without any duty of independent investigation or inquiry, the Premises, the Building and the Common Areas do not contain Hazardous Materials; 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.
- (b) To Landlord's actual knowledge, without the duty of independent inquiry or investigation, but upon review of the Asbestos Report (as defined in Section 1.1), the Premises and the Building contain no asbestos containing materials in violation of applicable laws (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent the Asbestos Report states that such abatement is required by law, and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or Landlord's Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:

the structural elements of the Building, including without limitation, all permanent exterior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;

- i. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
- ii. the Common Areas;
- iii. exterior windows of the Building; and
- iv. elevators serving the Building.

- (b) 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, :

- i. the floor covering ;
- ii. doors, door frames and hardware;

- iii. Building signage;
  - iv. emergency exit signage and battery replacement; and
  - v. HVAC equipment, except for HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
  - vi. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice followed immediately by email notice in the event of an emergency), regarding 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 if Landlord fails to commence taking reasonably appropriate action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than thirty (30) days after the giving of such notice (or sooner, as appropriate, in the case of an emergency), then Tenant may proceed to take the required action (provided, however, that no prior 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); provided that Tenant shall provide written notice to Landlord as soon as reasonably possible, but in any event not later than twenty-four (24) hours after becoming aware of such emergency event. 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 commenced by Landlord within the applicable time period set forth above (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; provided, that there shall be no interest charged with respect to action commenced by Tenant prior to delivering written notice to Landlord and giving Landlord a reasonable amount of time to take action. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base 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 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24. Tenant shall reimburse Landlord for the costs incurred by Landlord with respect to such work, plus an administration fee charged by Landlord not to exceed three and one-half percent (3.5%). Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant for undertaking such obligations, except as shall be due to the gross negligence or willful misconduct of Landlord.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

- (a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises during the hours set forth in Section 1.1(m) for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Tenant to be responsible for the cost of any afterhours HVAC usage, outside of Tenant's Hours of Operations for portions of the Premises other than the mechanical rooms, and for the cost of HVAC usage provided to the mechanical rooms housing Tenant's computer servers and related equipment. Afterhours HVAC usage is at \$75

per hour subject to reasonable future increases. As part of the Tenant Improvements, Landlord shall install a submeter for the mechanical rooms, the cost of which shall be paid from Landlord's TI Allowance.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event 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 sub-panels 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 Tenant's Hours of Operations. 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 in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D 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. If required, Landlord shall provide access cards or fobs to not more than 415 Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense. Any additional cards or replacement cards shall be at Tenant's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

## 11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC (not including usage outside Tenant's Hours of Operation, which shall be at Tenant's sole cost and expense), and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord. Telephone, internet and telecommunications equipment and related charges shall be Tenant's sole responsibility and at Tenant's sole cost.

## 12. **TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

## 13. **LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises, performing Landlord's obligations under this Lease, or for any other reasonable purpose. If Landlord temporarily closes any material portion of the Premises or any portion of the Building for any reason other than as result of any act or omission by Tenant and Tenant shall fail to have access to the Premises Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable 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 and notify Tenant immediately thereafter. The foregoing shall not apply to closures for damage and destruction, which shall be governed by Article 9.

## 14. **TENANT DEFAULT**

### 14.1 Default

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

- (a) the failure by Tenant to make any payment of Base 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 the failure continues for a period of ten (10) days after written notice to Tenant;

- (b) 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 default; provided, however, if more than thirty (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 thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

#### 14.2 Termination

Tenant agrees that if a 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, including but not limited to all rights and remedies available to Landlord under Section 1951.2 of the California Civil Code.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

### 15. **LANDLORD DEFAULT**

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3 (the remedies for which are set forth in those sections, respectively), 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 thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) 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:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;

- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or.
- (d) to terminate this Lease.

#### 15.2 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.

#### 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default 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. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the reasonable cost of said work from the Base Rent next due.

### 16. **ASSIGNMENT AND SUBLETTING**

#### 16.1 Assignment and Subletting

Except as specifically otherwise set forth below, 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, which shall not be unreasonably withheld, conditioned or delayed. Tenant acknowledges that special consideration has been given to Tenant's requirements as a government entity, certain concessions were made to Tenant that are not generally made to other tenants, and certain terms contained in this Lease would not be agreed to by Landlord in a lease with other entities that are not subject to the same requirements to which Tenant is subject. Accordingly, without limiting the generality of Landlord's approval rights, Tenant specifically agrees and acknowledges that it shall be deemed reasonable for Landlord to refuse consent to any assignment, sublease or transfer (i) to a transferee that is not a federal, state or city government entity of the United States, California or the City of Torrance, (ii) to a transferee whose financial condition, in Landlord's reasonable opinion, is not reasonably sufficient for it to be responsible for all future obligations under this Lease, (iii) if the proposed use is for anything other than office use and, in Landlord's reasonable judgment, such proposed use is not comparable to the Initial Departmental Use, is not consistent with Class A office building uses, or could materially adversely interfere with other uses in the Building, or (iv) if a transferee is not willing to amend and restate this Lease on Landlord's form of Lease without the special considerations given to the County on account of its governmental restrictions and requirements (but with the same rent as payable hereunder). Tenant further agrees that 100% of any amount of rent payable in connection with an assignment or sublease in excess of the rent payable hereunder shall be paid to Landlord. Tenant recognizes that Landlord will incur substantial expenses in renegotiating the terms of a lease upon assignment to any entity that is not a Permitted County Department.

Notwithstanding the foregoing, Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any Permitted County Department (as defined in Section 6 above) without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not be unreasonably withhold if the assignee has a financial condition which is, reasonably sufficient for it to be responsible for all future obligations under this Lease.

## 16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide thirty (30) days prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
  - Name and address of new owner or other party to whom Base Rent should be paid
  - i. Federal tax ID number for new owner
  - ii. Name of contact person and contact information (including phone number) for new owner
  - iii. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 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. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building;
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building;
- (e) costs less than \$25,000.

### **17.2 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.

## **18. CONDEMNATION**

### **18.1 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.

### **18.2 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").

### 18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas 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 or adequate parking (based on Necessary Number of parking spaces set forth in Section 21.2) is no longer available in the Project Parking Areas. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (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 thirty (30) days nor later than ninety (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 termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, (i) will add to the remaining Premises and/or the Common Areas so that the Premises will be substantially the same and (ii) ensure that the space available for parking will be adequate to meet the parking requirements set forth herein 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 ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

### 18.5 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. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

### 18.6 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.

## **19. INDEMNIFICATION**

### **19.1 Landlord's Indemnity**

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

### **19.2 Tenant's Indemnity**

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

## **20. INSURANCE**

During the term of this Lease, the following insurance requirements will be in effect:

### **20.1 Waiver**

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

### **20.2 General Insurance Provisions – Landlord Requirements**

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance" also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease,.

#### **(a) Evidence of Coverage and Notice to Tenant**

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

If to Tenant:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

If to Landlord:

West Coast Capital Partners  
25500 Hawthorne Blvd., Suite 2250  
Torrance, CA 90505  
Attn: Scott Douglas and Michael Rosa

With a copy to:

BLANKROME  
2029 Century Park East, 6th Floor  
Los Angeles, CA 90067  
Attn: Jamie Garelick

Landlord also shall promptly notify Tenant of any third-party claim or suit filed against Landlord which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

(d) Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary



Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(i) Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

(j) Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(k) Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(l) Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

## 20.3 Insurance Coverage Types And Limits

- (a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:
- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million
  - ii. Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

## 20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:
- |  |               |
|--|---------------|
| General Aggregate:                       | \$ 10 million |
| Products/Completed Operations Aggregate: | \$ 10 million |
| Personal and Advertising Injury:         | \$ 5 million  |
| Each Occurrence:                         | \$ 5 million  |
- (b) Commercial Property Insurance. Such insurance shall:
- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises); this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
  - ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## 21. **PARKING**

### 21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease, in the area shaded in green (the "Building Parking Area") and certain parts of the areas shaded in blue, as directed by Landlord from time to time (collectively with the Building Parking Area, the "Project Parking Areas") on the Site Map attached hereto as **Exhibit J**. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted from time to time, provided that such procedures shall be uniformly applied with respect to the Project Parking Areas. Tenant acknowledges that all unreserved 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 .

### 21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives 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) for a period of seven (7) consecutive days, then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) negotiate with Landlord for an equitable reduction in the monthly Base Rent based upon the fair market value of the loss of such parking if not replaced; provided, however, that at such time as 360 parking spaces in the Project Parking Areas become available for Tenant's use, the Base Rent shall be adjusted to 100% of the scheduled Base Rent.

Notwithstanding the above, if Landlord is unable to provide all or any portion of the parking required under Lease, Landlord may, but is not required to, satisfy its obligations by providing valet parking or such alternative parking that Landlord may reasonably believe will satisfy Tenant's parking needs or provide additional parking at an off-site location in the area of the shopping center currently known as the Del Amo Shopping Center (under normal business-hours traffic patterns) from the Premises. In the event Landlord provides off-site parking Landlord shall provide a shuttle service from the off-site parking location to the Premises. Provided Landlord offers Tenant alternative parking not to exceed 30 months, pursuant to this paragraph, Landlord shall not be deemed in default of the Lease and the remedies as set forth in Paragraph 20.2 shall not be applicable. Landlord may also offer stacked parking to satisfy Tenant's parking only if Landlord also provides valet parking at Landlord's

sole cost and expense. Landlord shall provide 15 parking spaces in the Building Parking Area.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, 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.

### **22.2 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, fines, taxes, costs, liabilities, losses and expenses (collectively, "Losses") 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 those 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.

**23. 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 F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

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

**25. 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. Each of Landlord and Tenant hereby indemnifies and holds the other party harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

**26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

**26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

**26.3 Notice of Default**

If Landlord or 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 and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to give such mortgagee or beneficiary a copy of any notice of default

that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional thirty (30) days within which to cure such default.

**27. 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).

**28. SIGNAGE**

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be paid from Landlord's TI Allowance. Tenant shall have the right to install up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building, and the associated costs shall be paid from Landlord's TI Allowance. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances and the cost of such signage and installation shall be paid from Tenant's TI Contribution; provided that any signage on the exterior of the Building shall be subject to Landlord's approval, not to be unreasonably withheld.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet 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.

**30. GENERAL**

**30.1 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.

**30.2 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.

**30.3 Brokers**

Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

Cushman & Wakefield ("Landlord's broker")

Tenant warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter:

Cresa ("Tenant's broker")

Landlord and Tenant 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 the aforementioned representations. Landlord shall pay any commissions or fees that are payable to Landlord's broker and Tenant's broker with respect to this Lease in accordance with the provisions of a separate commission contract.

#### 30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) 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.

#### 30.5 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.

#### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice (including all copy-to addresses) and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered only to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

#### 30.7 Governing Law and Venue

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.

### 30.8 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.

### 30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

### 30.10 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) business days after written request is made therefore, together with all necessary information.

### 30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

### 30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

### 30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing



and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. 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 Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base 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.

### **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

#### **32.1 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.

### 32.2 Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3 Landlord Assignment

- (a) 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 ), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) 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, as security for the Landlord's obligation to repay any monetary obligation, 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.
- (c) Any assignment by Landlord hereunder shall be in compliance with Sections 5950-5955 of 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 Tenant.
- (d) 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 Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant 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 Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law

- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant 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 Tenant) to any person or entity other than Landlord's Representatives, except with Tenant's prior written consent. As used herein, Landlord's "Representatives" shall mean Landlord's affiliates, members, managers, shareholders, partners, attorneys, accountants, consultants (including but not limited to financial and tax advisors and bankers), potential purchasers, lenders, investors and potential lenders or investors. Landlord shall indemnify, defend and hold Tenant 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 32.3.
- (g) The provisions of this Section 32.3 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.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of

County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

### **33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, 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, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1. For the avoidance of doubt, notwithstanding Landlord's execution of the Lease, until such time as the Lease has been fully executed and delivered by Landlord and Tenant, Landlord shall have no obligation to Tenant whatsoever other than the obligation to not revoke the offer set forth in the Lease signed by Landlord from the date of Landlord's execution through the Irrevocable Offer Expiration Date.

### **34. OPTION TO EXTEND**

- (a) Option Terms. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised and not more than two (2) Defaults have occurred during the initial Term, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").
- (b) Exercise of Option. Tenant must exercise its options to extend this Lease by giving Landlord written notice of its election to do so no later than nine (9) months prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option, and Tenant shall be granted an additional period of ten (10) business days after receipt of such written notice from Landlord, in which to give Landlord its written notice of its election to exercise such renewal option or election not to exercise such renewal option. Failure by Landlord to provide ten (10) business day written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its respective renewal option or Tenant's failure to notify Landlord of its election to exercise such renewal option, after receipt of the ten (10) business day notice, and without any further notice, act, or agreement, this Lease will terminate as of the then-applicable expiration date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such expiration date, subject, however, to the provisions that expressly survive termination of this Lease.

- (c) Terms and Conditions of Extension Terms. The Extension Terms shall be on all the terms and conditions of this Lease, including Rent stated in (d) below except that Landlord shall have no additional obligation for free rent, leasehold improvements or for any other tenant inducements for the Extension Terms. In no event shall Landlord be responsible for payment of any brokerage fees or commissions to any broker or finder retained by Tenant or representing Tenant.
- (d) Base Rent During Extension Term(s). Tenant shall pay Base Rent during the Extension Term as follows:

**Base Rent Adjustments**

- (i) CPI. From and after the first anniversary of the Extension Term, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- (ii) CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- (iii) Illustration of Formula. The formula for determining the new rent shall be as follows:

New Index

Base Index x Base Rent at the Commencement Date = Adjusted Base Rent

- (iv) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. In no event shall the Base Rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year of the Lease.

**35. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES**

- (a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to

offer leasable space for any available space in the building (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have sixty (60) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

- (b) If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.
- (c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.
- (d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the sixty (60) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

### **36. GROUND LEASE**

Landlord has a leasehold interest in the Property pursuant to that certain Ground Sublease dated February 12, 1985, executed by Sears Roebuck and Co., a New York corporation, as the sublessor, and the Torrance Company, a general partnership ("Torrance Company"), a predecessor-in-interest to Landlord, as sublessee, (as the same may have been amended and may be further amended from time to time, the "Ground Lease"), a Memorandum of which was recorded January 24, 2000, as Instrument No. 00-0102664 in

the Official Records of Los Angeles County. Sublessee's interest in the Ground Lease was assigned on August 5, 2022, by Hudson Del Amo Office, LLC, a Delaware limited liability company (a successor in interest to Torrance Company), as assignor, to Landlord, by an assignment dated August 5, 2022, a Memorandum of which was recorded on August 8, 2022, as Instrument No. 20220794653 in the Official Records of Los Angeles County. Tenant acknowledges that this Lease is subject to the terms of the Ground Lease.

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

LANDLORD:

WCCP DEL AMO, LLC,  
a California limited liability company

By: WCCP Asset Management, LLC,  
a California limited liability company  
Its Manager

By:   
\_\_\_\_\_  
Scott Douglas, Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

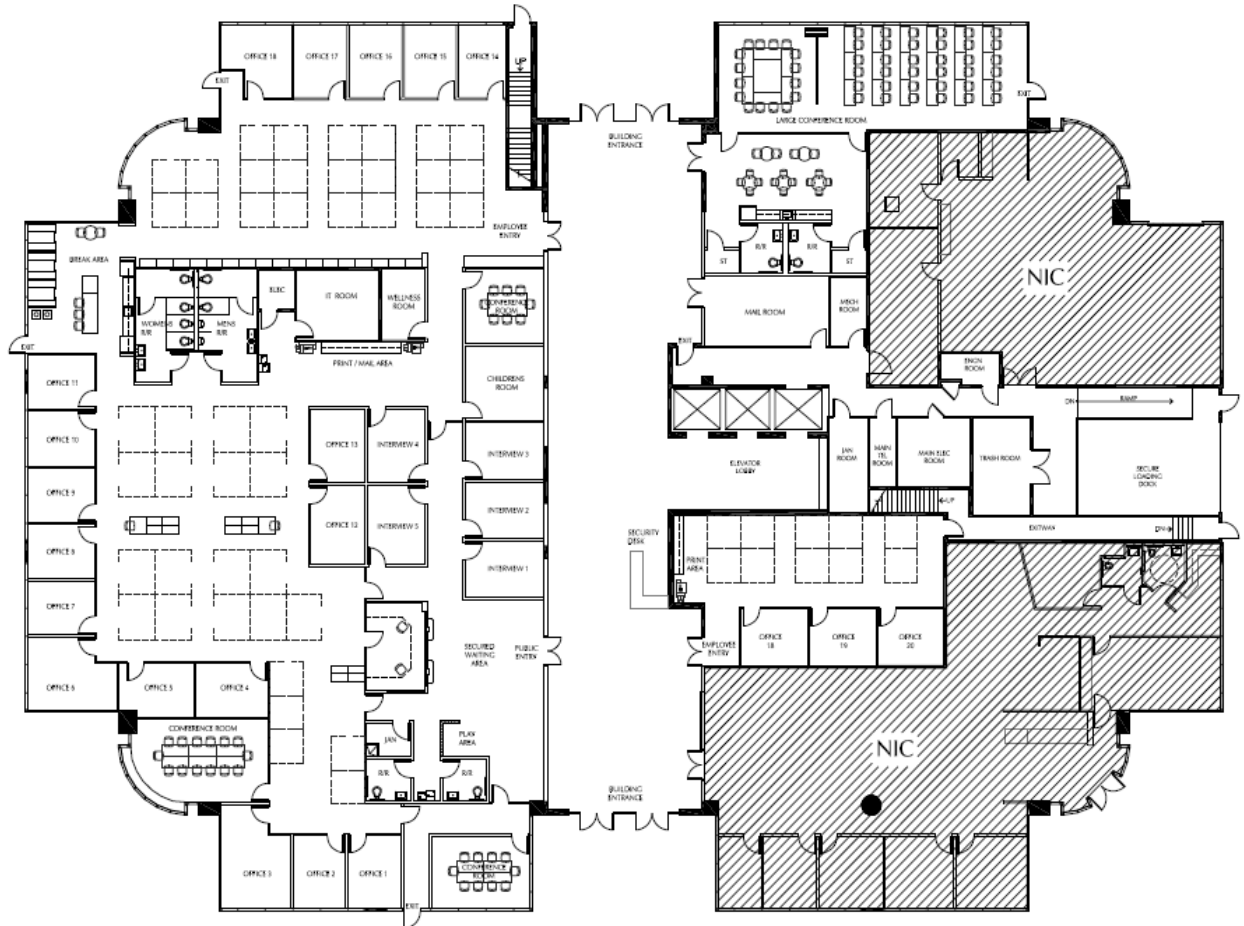
DAWYN R. HARRISON  
County Counsel

By:   
\_\_\_\_\_  
Senior Deputy



# EXHIBIT A

## FLOOR PLAN OF PREMISES



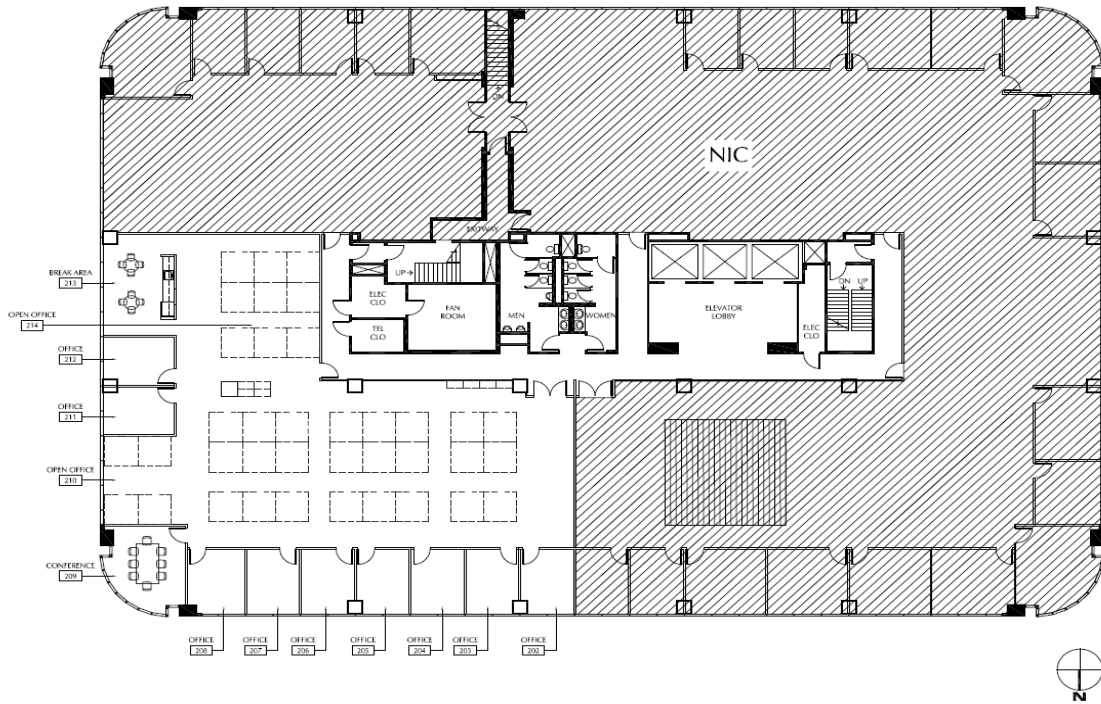
LA COUNTY SOCIAL SERVICES | TEST FIT 2  
FLOOR: 1  
3501 SEPULVEDA BLVD  
TORRANCE, CA

### SQUARE FOOTAGE SUMMARY

SUITE 101/102: 13,384 RSF  
SUITE 103: 2,300 RSF  
SUITE 105: 1,370 RSF  
TOTAL: 17,054 RSF

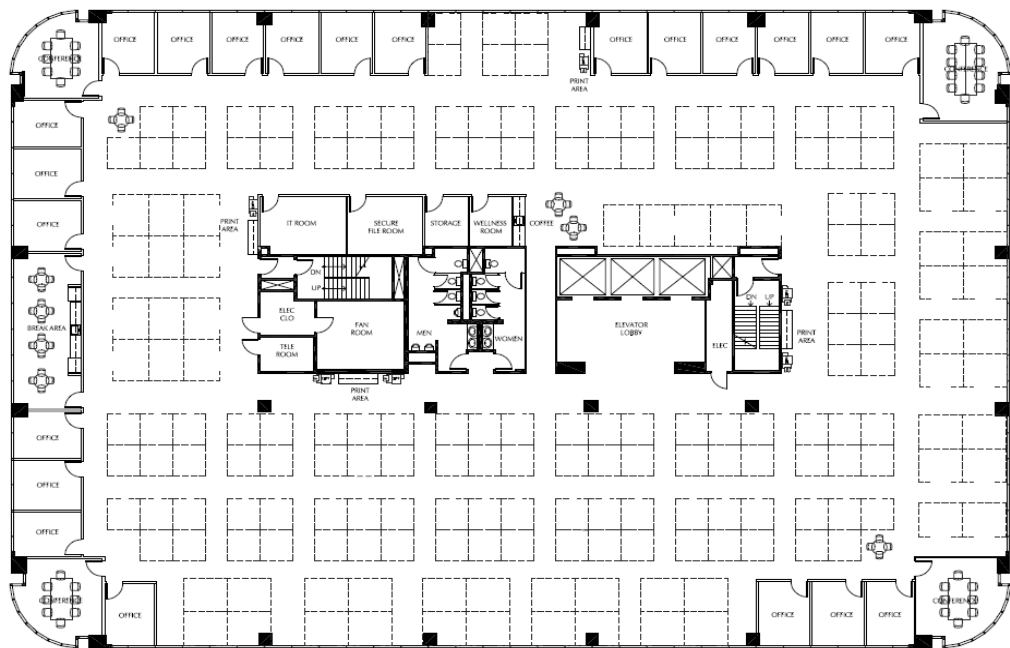
SUMMARY (76) STAFF SPACES	MEETING CENTER
(17) PRIVATE OFFICES	(1) LARGE TRAINING ROOM- WITH MOVING PARTITION
(38) 6'X6' W/S	(2) GENDER NEUTRAL R/R
(3) CONFERENCE ROOMS	(1) STORAGE CLOSETS
(2) BREAK ROOM	(1) BREAK-OUT AREA
(1) WELLNESS ROOM	
(13) MULTI-COMPARTMENT R/R	GENERAL
	(1) MAILROOM
PUBLIC SPACES	(1) IT ROOM
(1) SECURE RECEPTION (2) STAFF	
(1) SECURE WAITING AREA	
(5) INTERVIEW ROOMS	
(1) CHILDREN'S ROOM	
(2) GENDER NEUTRAL R/R	
(1) JANITORIAL CLOSET	





FLOOR: 2  
3501 SEPULVEDA BLVD  
TORRANCE, CA

OPEN OFFICE  
121' x 100' W/10  
10 PRIVATE OFFICES



LA COUNTY SOCIAL SERVICES | TEST FIT 2  
FLOOR: 4  
3501 SEPULVEDA BLVD  
TORRANCE, CA

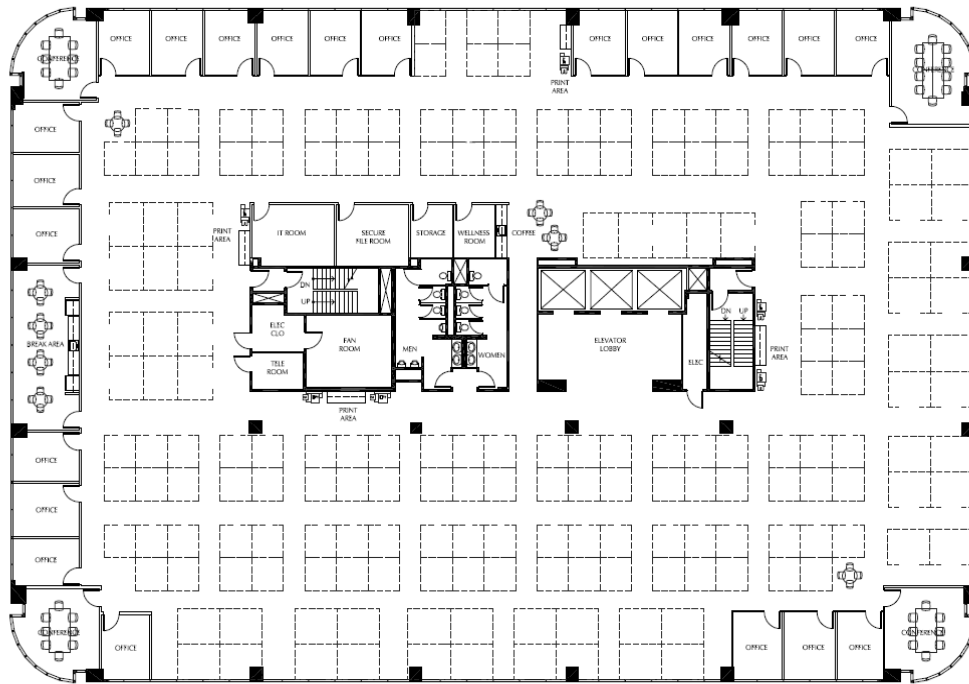
SQUARE FOOTAGE SUMMARY  
SUITE 400: 23,209 RSF  
TOTAL: 23,209 RSF

SUMMARY (205) STAFF SPACES	
(22)	PRIVATE OFFICES
(50)	6'X8' W/S
(133)	6'X6' W/S
(4)	CONFERENCE ROOMS
(3)	COLLABORATION AREAS
(1)	SECURE FILE ROOM
(1)	SECURE STORAGE ROOM
(1)	BREAK ROOM
(1)	COFFEE AREA
(1)	WELLNESS ROOM

HCN 1047020000

## FLOOR PLAN OF PREMISES

145374.00003/134869549v.11



# LA COUNTY SOCIAL SERVICES | TEST FIT 2

FLOOR: 5

3501 SEPULVEDA BLVD

TORRANCE, CA

SQUARE FOOTAGE SUMMARY  
SUITE 500: 23,209 RSF  
TOTAL: 23,209 RSF

SUMMARY (205) STAFF SPACES	
(22)	PRIVATE OFFICES
(50)	6'x8' W/S
(133)	6'x6' W/S
(4)	CONFERENCE ROOMS
(3)	COLLABORATION AREAS
(1)	SECURE FILE ROOM
(1)	SECURE STORAGE ROOM
(1)	BREAK ROOM
(1)	COFFEE AREA
(1)	WELLNESS ROOM



## EXHIBIT B

### COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and WCCP DEL AMO LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3501 Sepulveda Boulevard, Torrance, California 90505 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 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 69,222 rentable square feet of space; and

For clarification and the purpose of calculating future rental rate adjustments:

- 5) Rent Abatement

Months one (1) through six (6) of the initial Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in Tenant's TI Contribution.

- 6) Base Rent Adjustments

The Base Rent will be subject to three percent (3%) fixed increases, per annum as set forth in the schedule below.

Months	Rate	Monthly Rent
1-12	\$3.20	\$221,510.40
13-24	\$3.30	\$228,155.71
25-36	\$3.39	\$235,000.38
37-48	\$3.50	\$242,050.39
49-60	\$3.60	\$249,311.91
61-72	\$3.71	\$256,791.26
73-84	\$3.82	\$264,495.00
85-96	\$3.94	\$272,429.85
97-108	\$4.05	\$280,602.75
109-120	\$4.18	\$289,020.83
121-126	\$4.30	\$297,691.45

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

By:

\_\_\_\_\_  
Joyce Chang  
Senior Manager

Landlord:

WCCP DEL AMO, LLC,  
a California limited liability company

By:

WCCP Asset Management, LLC,  
a California limited liability company  
Its Manager

By:

\_\_\_\_\_  
Scott Douglas, Manager

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

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

## **EXHIBIT D**

### **CLEANING AND MAINTENANCE SCHEDULE**

#### **A. DAILY (Monday through Friday)**

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if necessary)
11. Graffiti expunged as needed within a reasonable period of time after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

#### **B. WEEKLY**

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

#### **C. MONTHLY**

16. Floors washed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Picture moldings and frames dusted.
19. Wall vents and ceiling vents vacuumed.

20. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

- 21. Light fixtures cleaned and dusted, but not less frequently than quarterly.
- 22. Wood furniture polished.
- 23. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
- 24. HVAC units serviced for preventative maintenance purposes, all filters changed.
- 25. Upholstered furniture vacuumed, plastic and leather furniture wiped

E. SEMI-ANNUALLY

- 26. Windows washed as required inside and outside but not less frequently than twice annually.
- 27. All painted wall and door surfaces washed and stains removed.
- 28. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

- 29. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Landlord's reasonable discretion, professionally cleaned in their entirety using a water extraction system.
- 30. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process.
- 31. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

- 32. Premises and the sidewalks, driveways, the Building Parking Area, 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.
- 33. 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.
- 34. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.



35. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
- i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.
  - iv. Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.
36. Floors waxed in uncarpeted office area.
37. Carpet professionally spot cleaned as required to remove stains.
38. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

**EXHIBIT E**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:** )

County of Los Angeles )  
Chief Executive Office )  
Real Estate Division )  
320 W. Temple Street, 7th 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 \_\_\_\_\_, 2024 by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), WCCP DEL AMO, LLC, a California limited liability company ("Borrower") and [Insert name of Lender], ("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 lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination; provided that any such option to purchase the Property or right of first offer to purchase the Property in the Lease shall not be triggered by a Transfer of the Property (as defined below).

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 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, so long as no default on the part of Tenant has occurred under the Lease which would cause or permit the termination or would entitle the Landlord to dispossess the Tenant from the Property.

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, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; 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, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; 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 which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

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: WCCP Del Amo, LLC  
25500 Hawthorne Blvd., Suite 2250  
Torrance, California 90505

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th 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. Tenant Acknowledgment of Assignment. Tenant acknowledges that the Lease and the rent due under the Lease will be assigned to Lender pursuant to the Deed of Trust as security for the loan secured by the Deed of Trust. If Lender notifies Tenant of a default by Landlord under the Deed of Trust or loan documents and demands that Tenant pay rent and all other sums due under the Lease to Lender, Tenant agrees to honor such demand and pay rent due under the Lease as directed by Lender, and Landlord hereby directs Tenant to comply with such demand, and agrees that any such payment by Tenant to Lender pursuant to such a demand shall satisfy Tenant's payment obligations to Landlord under the Lease to the extent of the amount so paid. Tenant will not, without the prior written consent of Lender, pay to Landlord any rent under the Lease more than thirty (30) days in advance of its due date.

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

By:\_\_\_\_  
Name:\_  
Title:\_\_

BORROWER: WCCP DEL AMO, LLC,  
a California limited liability company

By: WCCP Asset Management, LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
Scott Douglas, Manager

LENDER: *[Insert name of Lender],*

By:\_\_\_\_  
Name:\_  
Title:\_\_

STATE OF CALIFORNIA     )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_

## EXHIBIT F

### TENANT ESTOPPEL CERTIFICATE

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Re: Date of Certificate: \_\_\_\_\_  
Lease Dated: \_\_\_\_\_  
Current Landlord: WCCP Del Amo, LLC, a California limited liability company  
Located at: \_\_\_\_\_  
Premises: \_\_\_\_\_  
Commencement Date of Term: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Current Rent: \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1. Tenant is the present 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. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

(d) 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).

(e) 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, except as set forth in Exhibit A, 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) Tenant's interest in the Lease has not been assigned or encumbered.

(d) 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.

(e) No rental payments have been made more than one (1) 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, except: \_\_\_\_\_.

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT G

### 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 MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

<b>I. Minority/Women Participation in Firm</b> (Partners, Associate Partners, Managers, Staff, etc.)						
1. Firm Name:				3. Contact Person/Telephone Number:		
2. Address:						
				4. Total number of employees in the firm: _____		
5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						
<b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>						
1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____						
2. Total Number of Ownership/Partners, Etc.: _____			<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>			
3. Provide the percentage of ownership in each	All Employee	Women	Is your firm currently certified as a minority owned business firm by the:  State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No  City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No  Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others			<b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>			
			<input type="checkbox"/> We do not wish to provide the information required in this form.			
			Firm Name: _____ Signature/Title: _____			
			Date: ____			

## EXHIBIT H

### MEMORANDUM OF LEASE

#### RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

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### MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

WCCP DEL AMO, LLC,  
a California limited liability company

By: WCCP Asset Management, LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
Scott Douglas, Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy

STATE OF CALIFORNIA       )  
                                ) SS.  
COUNTY OF \_\_\_\_\_)

**EXHIBIT I**

**LANDLORD'S WORK LETTER**

**For**

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

**COUNTY OF LOS ANGELES, as Tenant**

**WCCP DEL AMO LLC, as Landlord**

**Property Address: 3501 SEPULVEDA BOULEVARD, TORRANCE, CA**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 2024, executed concurrently herewith, by and between WCCP DEL AMO LLC, a California limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. **Basic Word Letter Information.** The following terms as used herein shall have the meaning provided in this Section unless otherwise specifically modified by provisions of this Work Letter.
  - (a) Total TI Costs \$12,806,070 (i.e., \$185 per rentable square foot of the Premises)
    - (i) Landlord's TI Allowance \$6,922,200 (i.e., \$100 per rentable square foot of the Premises)
    - (ii) Tenant's TI Contribution \$5,883,870 (i.e., \$85 per rentable square foot of the Premises)
  - (b) TI Amortization Rate and Change Authorization Amortization Rate: Fixed eight percent (8%) per annum
  - (c) Tenant's Work Letter Representative Edgar Pejoro or an assigned staff person of the Chief Executive Office-Real Estate Division
  - (d) Landlord's Work Letter Representative Scott Douglas or an assigned staff person of the Landlord
  - (e) Landlord's Address for Work Letter Notices WCCP DEL AMO LLC  
25500 Hawthorne Blvd., Suite 2250  
Torrance, CA 90505  
Email: [sdouglas@westcoastcap.com](mailto:sdouglas@westcoastcap.com)
  - (f) Tenant's Address for Work Letter Notices County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

(g) Addenda

Addendum A: Base Building Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and Final  
TI Cost Summary

**2. Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below)), the cost of which shall be paid from Landlord's TI Allowance or Tenant's TI Contribution unless such changes or additions are specifically set forth on Addendum A attached hereto or otherwise specifically described herein as Base Building Improvements.

2.2 Additional Costs.

- (a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs as necessary to comply with Landlord's obligations under Section 8 of the Lease that Landlord would not have incurred if the Building had been in compliance with such codes, then such costs shall be allocated as set forth in Section 8 of the Lease.
- (b) The costs of any work that Landlord must undertake in order to comply with Landlord's obligations under Section 8 of the Lease shall be allocated as set forth in Section 8 of the Lease. to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense.
- (c) Costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, and (v) supervision or overhead costs of Landlord in connection with the items described in this subsection (b) shall be allocated in accordance with Section 8 of the Lease.
- (d) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, and live loads to the extent Tenant's usage is typical for general office use; provided, however that if Tenant intends to have libraries, file rooms and/or live loads that are materially heavier than typical office use, Tenant shall be solely responsible

for all costs incurred in connection with increasing or maintaining additional structural floor loading in order to accommodate Tenant's needs, and such costs shall be paid with Landlord's TI Allowance or Tenant's TI Contribution; provided, that the cost of reworking such secondary piping and sprinkler heads shall be Tenant Improvements, not Base Building Improvements).

- 2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below).
- 2.4 **Survey.** Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.
3. **Selection of Architect.** Landlord shall not proceed with any bid solicitation for architectural services until the Space Plan is furnished to the Landlord. Not later than sixty (60) calendar days after the later of the full execution and delivery of the Lease and Landlord's receipt of the Space Plan, Landlord shall solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). One such architect shall be Jodi Reese, IIDA, Landlord's architect, and, at Tenant's request, one such architect shall be the architect that prepared Tenant's Space Plan. Landlord shall select an architect from the three (3) bidders, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord. As used herein, the "Architect" shall mean the architect chosen in accordance with the procedures set forth herein. Within twenty-one (21) calendar days after Tenant's approval of the Final Plans (as defined below), Landlord shall submit the Final Plans to the City of Torrance (the "City") for review and approval.
4. **Selection of Contractor.** Within twenty-one (21) calendar days after receipt of first plan check comments from the City, a proposed construction contract prepared by the Architect shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance, which acceptance shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within ten (10) calendar days after Landlord submits the bids to Tenant.



Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

- 5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which include a space plan, including low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, mechanical rooms housing Tenant's computer servers and related equipment, mini-service kitchens, and the reception area, library, and file room (the "Space Plan").
- 5.2 Preparation and Review of Working Drawings. Within thirty (30) calendar days after the selection of the Architect, Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary, (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant (such approval not to be unreasonably withheld, conditioned or delayed). Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. As between Landlord and Tenant, Landlord shall be solely responsible for enforcing Architect's obligations to make the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.
- 5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with

the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

- 5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the correctness of the design of the Tenant Improvements, which shall be the responsibility of the professionals preparing such drawings and plans.
- 5.6 Schedule. Within twenty-one (21) calendar days after selection of a Contractor, Landlord and the Contractor shall submit to Tenant a detailed baseline construction schedule, setting forth the projected completion dates of certain project milestones, including but not limited to issuance of building permit (if not already issued), construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension. Tenant acknowledges that the schedules described herein, including the schedule described in Section 5.6, are estimates and Landlord cannot control numerous factors in the construction process, including but not limited to the speed with which Tenant responds to requests for approvals, changes to be requested by Tenant, the timing of obtaining City approvals, availability of labor and materials, and any Tenant Delays and Force Majeure Events (as defined below).
- 5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the

Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

## **6. Landlord's TI Cost Summary and Payment of Total TI Costs.**

6.1 Cost Summary. Within thirty (30) calendar days of receiving the Space Plan, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within thirty (30) calendar days after the date that the Contractor is selected and, will be referred to herein as the "Final TI Cost Summary." Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein (but only to the extent such costs are inconsistent with the accepted Contractor's bid); provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more in excess of the total Landlord's TI Allowance and Tenant's TI Contribution, then, (i) at Tenant's request, Landlord, in conjunction with the Architect and the Engineer, shall redesign the Tenant Improvements so as not to exceed the total of Landlord's TI Allowance plus Tenant's TI Contribution, the expenses of which will be paid out of Landlord's TI Allowance or Tenant's TI Contribution, and (ii) if Tenant makes such request, the Estimated Commencement Day shall be extended on a day-for-day basis for each day of delay due to the redesign process.

6.2 Landlord's TI Allowance and Tenant's TI Contribution All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." As used herein, "Total TI Costs" shall mean the total amount spent on Tenant Improvements, all of which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. As used herein, "TI Construction Costs" shall mean the Total TI Costs minus all Tenant Expenses (as defined below). TI Construction Costs shall be paid from Landlord's TI Allowance, up to the total amount of Landlord's TI Allowance. If the TI Construction Costs exceed Landlord's TI

Allowance, then the overage shall be paid from Tenant's TI Contribution. Any remaining amounts of Tenant's TI Contribution may be used for Tenant Expenses (as defined below). If the TI Construction Costs and Tenant Expenses exceed the Landlord Improvement Allowance and Tenant TI Contribution, Tenant shall be solely responsible for payment of any overage. As used herein, "Tenant Expenses" shall mean, collectively, (i) decorative costs, as described in Section 7.5(b), (ii) the cost of furniture (other than modular furniture which shall be a TI Construction Cost), equipment (including telecom equipment), computers, and any other items marked on Addendum B as "FF&E", and (iii) any costs incurred in connection with Change Authorizations for Tenant-Requested Changes (as such terms are defined below).

- 6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance (the "Total TI Repayment Amount"), with the first monthly payment ("Monthly TI Repayment Amount") being due and payable thirty (30) calendar days after the Tenant Improvements are Substantially Complete (as defined in the Lease). Upon Tenant's review and confirmation of the Tenant Improvement costs in accordance with Section 10 below, the Total TI Repayment Amount and Monthly TI Repayment amount shall be adjusted for payments coming due thereafter. At Tenant's election, such payment may be made (a) in a lump sum, or (b) in equal monthly payments, amortized over the first sixty (60) months of the Lease at the TI Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining months of the first sixty (60) months of the Lease at the TI Amortization Rate.
- 6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

## **7. Construction of Tenant Improvements.**

- 7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum A hereto, such work shall be considered a Tenant Improvement and shall be paid for with Landlord's TI Allowance or Tenant's TI Contribution.
- 7.2 Bids. Unless waived by Tenant in writing, any Major Contractors, providing services for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's modular office furniture system, if applicable, in accordance with Section 9.1 below. "Major Contractors" shall mean the Contractor, Architect, signage contractor and modular furniture contractor, and

shall not include any other contractor, nor shall it include any subcontractors or material supplier.

- 7.3 Permits. In conjunction with the Contractor, Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after the City's final plan check. Tenant shall cooperate as requested in obtaining such permits.
- 7.4 Commencement of Construction. The Contractor shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after of the Contractor obtains the building permit for the Tenant Improvements or as soon as reasonably practicable thereafter. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays or Tenant Delays (as defined below).
- 7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:
- (a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.
  - (b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, paid from Landlord's TI Allowance or Tenant's TI Contribution, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions to the extent not specified in the Space Plan.
  - (c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion (as defined in the Lease). Landlord shall request that each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. During the applicable warranty period, Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.
  - (d) Clean-Up. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably

determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

- (e) Compliance with Laws. Landlord shall construct the Tenant Improvements in compliance with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.**
- (f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

- 7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than forty-five (45) calendar days following the walk-through inspection. If Landlord fails to complete any of the punch-list items

within such 45-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) calendar days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

- 7.7 **Conformed Plans.** Within sixty (60) calendar days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. **Requests for Change.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance and Tenant's TI Contribution shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. **Furniture System.**

- 9.1 Upon execution of the Lease, Tenant shall deliver to Landlord modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right

to accept or reject the bid package, such acceptance not to be unreasonably withheld. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof.

- 9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"), with Tenant being solely responsible for such costs. If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Tenant.

Landlord must receive written notice from Creditor of any plan by Creditor to install the Personal Property or remove the Personal Property from the Building.

This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Total TI Costs Adjustment and Right to Audit.** Within seven (7) calendar days of the later of (i) Landlord's final payment to contractors and subcontractors, or (ii) the issuance of a Certificate of Occupancy (or similar certification, as and to the extent applicable in the City) for the Premises or a final sign-off by the City, whichever occurs first, Landlord shall provide to Tenant (a) all documentation substantiating all Tenant Improvements expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders, and (b) a statement showing (x) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (y) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Tenant shall have the right to review and confirm the Total TI Costs within thirty (30) days after Landlord provides the items described in (a) and (b) hereof. If the review shows any discrepancy in the Total TI Repayment Amount, and if Landlord does not contest the results of the review within sixty (60) days after Landlord's receipt of the review summary, then appropriate adjustments shall be made to the Monthly TI Repayment Amount and Tenant may apply any agreed amount of overpayment as a credit against the next installment(s) of Monthly TI Repayment Amount.

Landlord shall require the Contractor to include audit provisions to allow Tenant to audit the Contractor's books and records with respect to the Tenant Improvements

11. **Telephone/Computer Room and Equipment.** Landlord shall complete the infrastructure for telephone equipment room(s), including permanent power and HVAC (not including



equipment or cabling), Low-Voltage Plan and specifications provided by Tenant and approved by Landlord in its reasonable discretion, at least thirty (30) calendar days prior to the Estimated Commencement Date. For the avoidance of doubt, the parties agree that Tenant, at Tenant's sole cost and expense, will be solely responsible for sourcing, purchasing and installing telecommunications equipment.

## **12. Delay.**

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give information, authorizations or approvals within the time periods required herein, but only to the extent such delays are "critical path" delays (i.e., delay the commencement or completion of construction of the Tenant Improvements) (referred to herein as "Tenant Delay(s)") or (b) Substantial Completion of the Tenant Improvements is delayed by strikes, lockouts, labor disputes, acts of God (including but not limited to lightning, earthquake, fire, storm, tornado, flood or washout), explosion, civil disturbance, act of a public enemy, sabotage, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto), national or regional emergency, breaches in cybersecurity, and similar causes beyond the reasonable control of Landlord, whether such events are foreseeable or unforeseeable (referred to herein as "Force Majeure Delay(s)"); provided, however, that if the Estimated Commencement Date is delayed and there are Tenant Delays in excess of thirty (30) calendar days, then the rental abatement period during months 1-6 of the initial Term shall be reduced on a day-for-day basis for each day of Tenant Delays in excess of thirty (30) calendar days. As used herein, "Tenant Delay" shall include any delay caused by Tenant, including but not limited to (i) Tenant's failure or refusal to give information, authorizations or approvals within the time periods required herein, (ii) additional time required to comply with Tenant-Requested Changes, including the time required for Landlord to comply with the terms applicable to Change Authorizations, and (iii) any other delays that are described herein as a "Tenant Delay." By way of example, and without limitation, in the event that Tenant does not respond to any time-based obligations described herein (including but not limited to submissions and requests for responses to Landlord's submissions or authorizations) by the time allotted, the number of days following Tenant's failure being considered "Tenant Delays" (i.e., if Tenant is obligated to approve or reject a submission within ten (10) calendar days, and Tenant does not do so for twenty (20) calendar days, ten (10) calendar days will be considered Tenant Delays, or, if Tenant responds within such ten (10) calendar day period with a rejection but without giving detailed reasons for such

rejection, the number of days until Tenant provided detailed reasons for rejection will be considered Tenant Delays.

## 12.2 Limitations.

- (a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within a reasonable period of time after the event giving rise to such claim, Landlord shall provide Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, from the date specified in the notice from Landlord.
- (b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed.
- (c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.
- (d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Construction Schedule.
- (e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

## 13. Tenant Remedies. If the Tenant Improvements have not been completed within one hundred twenty (120) calendar days after the Estimated Commencement Date, then Tenant may, at its option:

- 13.1 Cancel the Lease upon thirty (30) calendar days' written notice to Landlord; or

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

- (a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto;
- (b) Tenant shall forfeit any unspent portion of Landlord's TI Allowance, and Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for , Tenant's administrative costs (not to exceed 3%) ("Tenant's Total Expense"); provided that Tenant's Total Expense shall not exceed the difference between the unspent amount of Landlord's TI Allowance and the amount of Landlord's TI Allowance that was already spent, plus 3% of such amount as an administrative cost. The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

#### **14. Representatives.**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

**15. Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of one (1) passenger elevator in the elevator bank that services the Premises in order to assist Tenant in the installation

of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

**16. Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Landlord shall instruct Contractor to provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) business days after the date of the construction meeting.

**17. Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.


**18. Miscellaneous.** This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent; provided, that this Landlord Work Letter will be assigned automatically to any purchaser of Landlord's interest in the Property. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

**LANDLORD:**

**WCCP DEL AMO, LLC,**  
a California limited liability company

By: **WCCP Asset Management, LLC,**  
a California limited liability company  
Its Manager

By:   
\_\_\_\_\_  
Scott Douglas, Manager

**TENANT:**

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

**FESIA A. DAVENPORT**  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

## **ADDENDUM A To Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

The Building will include the following:

- (a) the Building shell and exterior, including perimeter window systems and mullions in good condition;
- (b) Mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, as currently existing;
- (c) ADA compliant toilet rooms on the 2<sup>nd</sup> floor of the Building only, per code with new finishes, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling) on 2<sup>nd</sup> floor only;
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power;
- (m) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup>, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (n) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;
- (o) Building mechanical equipment room with ducted mechanical exhaust system;
- (p) subject to Section 2.2(c) of Landlord's Work Letter, concrete floors with troweled finish ready for Tenant's floor finish (with existing floor coverings to be removed as part of Tenant Improvements);

- (q) standard window coverings;
- (r) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core; provided, that the cost of reworking the existing ducts shall be Tenant Improvements, not Base Building Improvements (Tenant acknowledges and understands that notwithstanding the above, unlike the other floors, the 1<sup>st</sup> floor is served with water source heat pumps);
- (s) hot and cold air loops located within the Premises; provided, that the cost of reworking the existing hot and cold air loops shall be Tenant Improvements, not Base Building Improvements;
- (t) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises; provided, that the cost of reworking the existing secondary piping and sprinkler heads shall be Tenant Improvements, not Base Building Improvements;
- (u) primary fire-life safety enunciation system “backbone” and panels suitable for Tenant’s secondary distribution;
- (v) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for LED lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (w) Drywall on the service core walls, columns and sills in the Premises, as currently existing.

**ADDENDUM B To Landlord's Work Letter**  
**TENANT IMPROVEMENTS**

Tenant improvements shall include:

Tenant ceilings and lighting;

- (a) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (b) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (c) Interior partitions, doors and hardware within the Premises;
- (d) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (e) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor; provided, that Tenant, at Tenant's sole cost and expense, will be solely responsible for sourcing, purchasing and installing all computers, cabling and telecommunications equipment;
- (f) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (g) Any and all signs for Tenant and the power therefor;
- (h) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (i) Additional and/or above standard electrical capacity;
- (j) Reworking secondary piping and sprinkler heads as required for the Premises;
- (k) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises; Demising of common walls on 1<sup>st</sup> and 2<sup>nd</sup> floors; and
- (l) Fiber optic access.
- (m) Demolition and removal of any as currently existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.



**ADDENDUM C To Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST SUMMARY**

\_\_\_ Preliminary TI Cost Summary Lease No. \_\_\_\_\_

\_\_\_ Final TI Cost Summary Address \_\_\_\_\_

<u>Cost Category</u>	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$

**EXHIBIT J**  
**PARKING AREAS**  
(attached)



HOA.104792006.5

Exhibit J  
PARKING AREAS

145374.00003/134869549v.11

**LANDLORD'S WORK LETTER**

**For**

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

**COUNTY OF LOS ANGELES, as Tenant  
WCCP DEL AMO LLC, as Landlord**

**Property Address: 3501 SEPULVEDA BOULEVARD, TORRANCE, CA**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 2024, executed concurrently herewith, by and between WCCP DEL AMO LLC, a California limited liability company, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. **Basic Word Letter Information.** The following terms as used herein shall have the meaning provided in this Section unless otherwise specifically modified by provisions of this Work Letter.
  - (a) Total TI Costs \$12,806,070 (i.e., \$185 per rentable square foot of the Premises)
    - (i) Landlord's TI Allowance \$6,922,200 (i.e., \$100 per rentable square foot of the Premises)
    - (ii) Tenant's TI Contribution \$5,883,870 (i.e., \$85 per rentable square foot of the Premises)
  - (b) TI Amortization Rate and Change Authorization Amortization Rate: Fixed eight percent (8%) per annum
  - (c) Tenant's Work Letter Representative Edgar Pejoro or an assigned staff person of the Chief Executive Office-Real Estate Division
  - (d) Landlord's Work Letter Representative Scott Douglas or an assigned staff person of the Landlord
  - (e) Landlord's Address for Work Letter Notices WCCP DEL AMO LLC  
25500 Hawthorne Blvd., Suite 2250  
Torrance, CA 90505  
Email: [sdouglas@westcoastcap.com](mailto:sdouglas@westcoastcap.com)
  - (f) Tenant's Address for Work Letter Notices County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

(g) Addenda

Addendum A: Base Building Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and Final  
TI Cost Summary

**2. Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below)), the cost of which shall be paid from Landlord's TI Allowance or Tenant's TI Contribution unless such changes or additions are specifically set forth on Addendum A attached hereto or otherwise specifically described herein as Base Building Improvements.

2.2 Additional Costs.

- (a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs as necessary to comply with Landlord's obligations under Section 8 of the Lease that Landlord would not have incurred if the Building had been in compliance with such codes, then such costs shall be allocated as set forth in Section 8 of the Lease.
- (b) The costs of any work that Landlord must undertake in order to comply with Landlord's obligations under Section 8 of the Lease shall be allocated as set forth in Section 8 of the Lease. to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense.
- (c) Costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, and (v) supervision or overhead costs of Landlord in connection with the items described in this subsection (b) shall be allocated in accordance with Section 8 of the Lease.
- (d) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, and live loads to the extent Tenant's usage is typical for general office use; provided, however that if Tenant intends to have libraries, file rooms and/or live loads that are materially heavier than typical office use, Tenant shall be solely responsible

for all costs incurred in connection with increasing or maintaining additional structural floor loading in order to accommodate Tenant's needs, and such costs shall be paid with Landlord's TI Allowance or Tenant's TI Contribution; provided, that the cost of reworking such secondary piping and sprinkler heads shall be Tenant Improvements, not Base Building Improvements).

- 2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below).
- 2.4 **Survey.** Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.
3. **Selection of Architect.** Landlord shall not proceed with any bid solicitation for architectural services until the Space Plan is furnished to the Landlord. Not later than sixty (60) calendar days after the later of the full execution and delivery of the Lease and Landlord's receipt of the Space Plan, Landlord shall solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). One such architect shall be Jodi Reese, IIDA, Landlord's architect, and, at Tenant's request, one such architect shall be the architect that prepared Tenant's Space Plan. Landlord shall select an architect from the three (3) bidders, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect"), and Tenant's written acceptance has been delivered to and received by Landlord. As used herein, the "Architect" shall mean the architect chosen in accordance with the procedures set forth herein. Within twenty-one (21) calendar days after Tenant's approval of the Final Plans (as defined below), Landlord shall submit the Final Plans to the City of Torrance (the "City") for review and approval.
4. **Selection of Contractor.** Within twenty-one (21) calendar days after receipt of first plan check comments from the City, a proposed construction contract prepared by the Architect shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance, which acceptance shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within ten (10) calendar days after Landlord submits the bids to Tenant.

Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

- 5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which include a space plan, including low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, mechanical rooms housing Tenant's computer servers and related equipment, mini-service kitchens, and the reception area, library, and file room (the "Space Plan").
- 5.2 Preparation and Review of Working Drawings. Within thirty (30) calendar days after the selection of the Architect, Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary, (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant (such approval not to be unreasonably withheld, conditioned or delayed). Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. As between Landlord and Tenant, Landlord shall be solely responsible for enforcing Architect's obligations to make the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.
- 5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.
- 5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with



the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

- 5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the correctness of the design of the Tenant Improvements, which shall be the responsibility of the professionals preparing such drawings and plans.
- 5.6 Schedule. Within twenty-one (21) calendar days after selection of a Contractor, Landlord and the Contractor shall submit to Tenant a detailed baseline construction schedule, setting forth the projected completion dates of certain project milestones, including but not limited to issuance of building permit (if not already issued), construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension. Tenant acknowledges that the schedules described herein, including the schedule described in Section 5.6, are estimates and Landlord cannot control numerous factors in the construction process, including but not limited to the speed with which Tenant responds to requests for approvals, changes to be requested by Tenant, the timing of obtaining City approvals, availability of labor and materials, and any Tenant Delays and Force Majeure Events (as defined below).
- 5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the

Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

## **6. Landlord's TI Cost Summary and Payment of Total TI Costs.**

6.1 Cost Summary. Within thirty (30) calendar days of receiving the Space Plan, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within thirty (30) calendar days after the date that the Contractor is selected and, will be referred to herein as the "Final TI Cost Summary." Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein (but only to the extent such costs are inconsistent with the accepted Contractor's bid); provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more in excess of the total Landlord's TI Allowance and Tenant's TI Contribution, then, (i) at Tenant's request, Landlord, in conjunction with the Architect and the Engineer, shall redesign the Tenant Improvements so as not to exceed the total of Landlord's TI Allowance plus Tenant's TI Contribution, the expenses of which will be paid out of Landlord's TI Allowance or Tenant's TI Contribution, and (ii) if Tenant makes such request, the Estimated Commencement Day shall be extended on a day-for-day basis for each day of delay due to the redesign process.

6.2 Landlord's TI Allowance and Tenant's TI Contribution All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." As used herein, "Total TI Costs" shall mean the total amount spent on Tenant Improvements, all of which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. As used herein, "TI Construction Costs" shall mean the Total TI Costs minus all Tenant Expenses (as defined below). TI Construction Costs shall be paid from Landlord's TI Allowance, up to the total amount of Landlord's TI Allowance. If the TI Construction Costs exceed Landlord's TI

Allowance, then the overage shall be paid from Tenant's TI Contribution. Any remaining amounts of Tenant's TI Contribution may be used for Tenant Expenses (as defined below). If the TI Construction Costs and Tenant Expenses exceed the Landlord Improvement Allowance and Tenant TI Contribution, Tenant shall be solely responsible for payment of any overage. As used herein, "Tenant Expenses" shall mean, collectively, (i) decorative costs, as described in Section 7.5(b), (ii) the cost of furniture (other than modular furniture which shall be a TI Construction Cost), equipment (including telecom equipment), computers, and any other items marked on Addendum B as "FF&E", and (iii) any costs incurred in connection with Change Authorizations for Tenant-Requested Changes (as such terms are defined below).

- 6.3 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance (the "Total TI Repayment Amount"), with the first monthly payment ("Monthly TI Repayment Amount") being due and payable thirty (30) calendar days after the Tenant Improvements are Substantially Complete (as defined in the Lease). Upon Tenant's review and confirmation of the Tenant Improvement costs in accordance with Section 10 below, the Total TI Repayment Amount and Monthly TI Repayment amount shall be adjusted for payments coming due thereafter. At Tenant's election, such payment may be made (a) in a lump sum, or (b) in equal monthly payments, amortized over the first sixty (60) months of the Lease at the TI Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining months of the first sixty (60) months of the Lease at the TI Amortization Rate.
- 6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

## **7. Construction of Tenant Improvements.**

- 7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum A hereto, such work shall be considered a Tenant Improvement and shall be paid for with Landlord's TI Allowance or Tenant's TI Contribution.
- 7.2 Bids. Unless waived by Tenant in writing, any Major Contractors, providing services for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's modular office furniture system, if applicable, in accordance with Section 9.1 below. "Major Contractors" shall mean the Contractor, Architect, signage contractor and modular furniture contractor, and

shall not include any other contractor, nor shall it include any subcontractors or material supplier.

- 7.3 Permits. In conjunction with the Contractor, Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after the City's final plan check. Tenant shall cooperate as requested in obtaining such permits.
- 7.4 Commencement of Construction. The Contractor shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after of the Contractor obtains the building permit for the Tenant Improvements or as soon as reasonably practicable thereafter. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays or Tenant Delays (as defined below).
- 7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:
- (a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.
  - (b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, paid from Landlord's TI Allowance or Tenant's TI Contribution, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions to the extent not specified in the Space Plan.
  - (c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than two (2) years from the date of Substantial Completion (as defined in the Lease). Landlord shall request that each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. During the applicable warranty period, Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.
  - (d) Clean-Up. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably

determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

- (e) Compliance with Laws. Landlord shall construct the Tenant Improvements in compliance with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.**
- (f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

- 7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than forty-five (45) calendar days following the walk-through inspection. If Landlord fails to complete any of the punch-list items

within such 45-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) calendar days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

- 7.7 **Conformed Plans.** Within sixty (60) calendar days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. **Requests for Change.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance and Tenant's TI Contribution shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

9. **Furniture System.**

- 9.1 Upon execution of the Lease, Tenant shall deliver to Landlord modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right

to accept or reject the bid package, such acceptance not to be unreasonably withheld. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof.

- 9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"), with Tenant being solely responsible for such costs. If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Tenant.

Landlord must receive written notice from Creditor of any plan by Creditor to install the Personal Property or remove the Personal Property from the Building.

This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

10. **Total TI Costs Adjustment and Right to Audit.** Within seven (7) calendar days of the later of (i) Landlord's final payment to contractors and subcontractors, or (ii) the issuance of a Certificate of Occupancy (or similar certification, as and to the extent applicable in the City) for the Premises or a final sign-off by the City, whichever occurs first, Landlord shall provide to Tenant (a) all documentation substantiating all Tenant Improvements expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders, and (b) a statement showing (x) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (y) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Tenant shall have the right to review and confirm the Total TI Costs within thirty (30) days after Landlord provides the items described in (a) and (b) hereof. If the review shows any discrepancy in the Total TI Repayment Amount, and if Landlord does not contest the results of the review within sixty (60) days after Landlord's receipt of the review summary, then appropriate adjustments shall be made to the Monthly TI Repayment Amount and Tenant may apply any agreed amount of overpayment as a credit against the next installment(s) of Monthly TI Repayment Amount.

Landlord shall require the Contractor to include audit provisions to allow Tenant to audit the Contractor's books and records with respect to the Tenant Improvements

11. **Telephone/Computer Room and Equipment.** Landlord shall complete the infrastructure for telephone equipment room(s), including permanent power and HVAC (not including

equipment or cabling), Low-Voltage Plan and specifications provided by Tenant and approved by Landlord in its reasonable discretion, at least thirty (30) calendar days prior to the Estimated Commencement Date. For the avoidance of doubt, the parties agree that Tenant, at Tenant's sole cost and expense, will be solely responsible for sourcing, purchasing and installing telecommunications equipment.

## **12. Delay.**

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give information, authorizations or approvals within the time periods required herein, but only to the extent such delays are "critical path" delays (i.e., delay the commencement or completion of construction of the Tenant Improvements) (referred to herein as "Tenant Delay(s)") or (b) Substantial Completion of the Tenant Improvements is delayed by strikes, lockouts, labor disputes, acts of God (including but not limited to lightning, earthquake, fire, storm, tornado, flood or washout), explosion, civil disturbance, act of a public enemy, sabotage, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto), national or regional emergency, breaches in cybersecurity, and similar causes beyond the reasonable control of Landlord, whether such events are foreseeable or unforeseeable (referred to herein as "Force Majeure Delay(s)"); provided, however, that if the Estimated Commencement Date is delayed and there are Tenant Delays in excess of thirty (30) calendar days, then the rental abatement period during months 1-6 of the initial Term shall be reduced on a day-for-day basis for each day of Tenant Delays in excess of thirty (30) calendar days. As used herein, "Tenant Delay" shall include any delay caused by Tenant, including but not limited to (i) Tenant's failure or refusal to give information, authorizations or approvals within the time periods required herein, (ii) additional time required to comply with Tenant-Requested Changes, including the time required for Landlord to comply with the terms applicable to Change Authorizations, and (iii) any other delays that are described herein as a "Tenant Delay." By way of example, and without limitation, in the event that Tenant does not respond to any time-based obligations described herein (including but not limited to submissions and requests for responses to Landlord's submissions or authorizations) by the time allotted, the number of days following Tenant's failure being considered "Tenant Delays" (i.e., if Tenant is obligated to approve or reject a submission within ten (10) calendar days, and Tenant does not do so for twenty (20) calendar days, ten (10) calendar days will be considered Tenant Delays, or, if Tenant responds within such ten (10) calendar day period with a rejection but without giving detailed reasons for such



rejection, the number of days until Tenant provided detailed reasons for rejection will be considered Tenant Delays.

## 12.2 Limitations.

- (a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within a reasonable period of time after the event giving rise to such claim, Landlord shall provide Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, from the date specified in the notice from Landlord.
- (b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed.
- (c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.
- (d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Construction Schedule.
- (e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

## 13. Tenant Remedies. If the Tenant Improvements have not been completed within one hundred twenty (120) calendar days after the Estimated Commencement Date, then Tenant may, at its option:

- 13.1 Cancel the Lease upon thirty (30) calendar days' written notice to Landlord; or

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

- (a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto;
- (b) Tenant shall forfeit any unspent portion of Landlord's TI Allowance, and Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for , Tenant's administrative costs (not to exceed 3%) ("Tenant's Total Expense"); provided that Tenant's Total Expense shall not exceed the difference between the unspent amount of Landlord's TI Allowance and the amount of Landlord's TI Allowance that was already spent, plus 3% of such amount as an administrative cost. The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

#### **14. Representatives.**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

**15. Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of one (1) passenger elevator in the elevator bank that services the Premises in order to assist Tenant in the installation

of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

**16. Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Landlord shall instruct Contractor to provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) business days after the date of the construction meeting.

**17. Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.


**18. Miscellaneous.** This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent; provided, that this Landlord Work Letter will be assigned automatically to any purchaser of Landlord's interest in the Property. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

**LANDLORD:**

**WCCP DEL AMO, LLC,**  
a California limited liability company

By: **WCCP Asset Management, LLC,**  
a California limited liability company  
Its Manager

By:   
\_\_\_\_\_  
Scott Douglas, Manager

**TENANT:**

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

**FESIA A. DAVENPORT**  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

## **ADDENDUM A To Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

The Building will include the following:

- (a) the Building shell and exterior, including perimeter window systems and mullions in good condition;
- (b) Mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, as currently existing;
- (c) ADA compliant toilet rooms on the 2<sup>nd</sup> floor of the Building only, per code with new finishes, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;
- (d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:
- (e) public stairways;
- (f) passenger and freight elevators;
- (g) parking facilities;
- (h) ground floor lobby;
- (i) finished elevator lobbies (with carpet, lights, finished walls and ceiling) on 2<sup>nd</sup> floor only;
- (j) exterior plazas and landscaping;
- (k) loading dock and/or area;
- (l) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power;
- (m) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup>, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);
- (n) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;
- (o) Building mechanical equipment room with ducted mechanical exhaust system;
- (p) subject to Section 2.2(c) of Landlord's Work Letter, concrete floors with troweled finish ready for Tenant's floor finish (with existing floor coverings to be removed as part of Tenant Improvements);

- (q) standard window coverings;
- (r) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core; provided, that the cost of reworking the existing ducts shall be Tenant Improvements, not Base Building Improvements (Tenant acknowledges and understands that notwithstanding the above, unlike the other floors, the 1<sup>st</sup> floor is served with water source heat pumps);
- (s) hot and cold air loops located within the Premises; provided, that the cost of reworking the existing hot and cold air loops shall be Tenant Improvements, not Base Building Improvements;
- (t) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises; provided, that the cost of reworking the existing secondary piping and sprinkler heads shall be Tenant Improvements, not Base Building Improvements;
- (u) primary fire-life safety enunciation system “backbone” and panels suitable for Tenant’s secondary distribution;
- (v) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for LED lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (w) Drywall on the service core walls, columns and sills in the Premises, as currently existing.

**ADDENDUM B To Landlord's Work Letter**  
**TENANT IMPROVEMENTS**

Tenant improvements shall include:

Tenant ceilings and lighting;

- (a) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (b) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (c) Interior partitions, doors and hardware within the Premises;
- (d) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (e) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor; provided, that Tenant, at Tenant's sole cost and expense, will be solely responsible for sourcing, purchasing and installing all computers, cabling and telecommunications equipment;
- (f) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (g) Any and all signs for Tenant and the power therefor;
- (h) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (i) Additional and/or above standard electrical capacity;
- (j) Reworking secondary piping and sprinkler heads as required for the Premises;
- (k) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises; Demising of common walls on 1<sup>st</sup> and 2<sup>nd</sup> floors; and
- (l) Fiber optic access.
- (m) Demolition and removal of any as currently existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

**ADDENDUM C To Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST SUMMARY**

\_\_\_ Preliminary TI Cost Summary Lease No. \_\_\_\_\_

\_\_\_ Final TI Cost Summary Address \_\_\_\_\_

<u>Cost Category</u>	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$