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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

December 17, 2024

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

23 December 17, 2024

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**FIVE-YEAR LEASE AMENDMENT  
SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed five-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 8,054 square feet of office space and 32 on-site parking spaces for the Psychological Services Bureau (PSB).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with 3055 Wilshire LLC, a California Limited Liability Company (Landlord), for approximately 8,054 square feet of office space and 32 on-site parking spaces located at 3055 Wilshire Boulevard, Suite 200, Los Angeles (Premises) to be occupied by the Sheriff. The estimated maximum first year base rental cost is \$283,000 including parking, but with a one-month rent abatement of approximately \$19,000 and one-time rent credit of \$47,000, will equal \$217,000. The estimated total proposed lease amendment cost is \$1,425,000 over the five-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

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

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

The Sheriff has occupied the Premises since 1999 and has been in holdover since its lease expiration on April 14, 2024, with a 25 percent holdover fee. The Sheriff uses the Premises for its PSB, which provides various services and programs to its sworn and professional personnel, their family members and significant others, focusing on personal and/or job-related stress issues, thereby allowing staff to perform their duties more effectively. PSB accomplishes this by providing multiple services including confidential counseling for staff and their families, 24 hours a day, seven days a week crisis intervention, critical incident debriefing, psychological consultation to staff and department units, and prevention education and access to the Sheriff's Peer Support Program.

The Premises houses 32 on-site staff with 32 workstations, and 32 on-site parking spaces. There are no immediate plans for teleworking due to the nature of the direct services provided to the Sheriff's staff. Due to the programs' growth and limited size of the current Premises, the Sheriff intends to relocate PSB to another site to better meet the programs' needs. The proposed lease amendment allows the Sheriff to remain in the Premises while a suitable site is secured and built out, and, upon completion, to the Sheriff will vacate the Premises and terminate the proposed lease amendment. The Premises has adequate parking and is near 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 amendment is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease amendment supports the above goals and objective by providing the Sheriff's PSB with space to provide support services to its staff, so staff can perform at their best.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$283,000, which includes parking at \$55,000 per year, but with one month rent abatement of \$19,000 and one-time rent credit of \$47,000, the first-year base rental cost is \$217,000. The aggregate cost associated with the proposed lease amendment over the entire five-year term, including utilities, janitorial, parking, and taxes, is \$1,425,000 as shown in Enclosure B-1. The proposed lease amendment costs will be fully funded by 100 percent NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.

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

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

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$32.40 per square foot, per year, to \$28.20 per square foot, per year. Base rent is subject to annual fixed 3 percent increases.
- The Landlord has agreed to one month of rent abatement.
- The Landlord will provide a one-time rent credit of \$47,000, which will reimburse the County for the holdover fees paid through December 31, 2024.
- The Landlord is responsible for the operating and maintenance costs of the building and all utilities and janitorial costs. The County is not subject to the building's operating expense increases.
- The current parking rate will remain the same at \$130 per space per month for the first 16 parking spaces and \$156 per space per month for an additional 16 parking spaces, for a total of 32 on-site parking spaces.
- A comparison of the existing lease and the proposed lease amendment is shown in Enclosure B-2.
- The proposed lease amendment is for a five-year term with no options to renew.
- The County has the right to terminate the proposed lease amendment early any time after 24 months, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will increase by 25 percent of the base rent at the time of the proposed lease amendment expiration for the first 12 months and 50 percent of the base rent at the time of the proposed lease amendment expiration.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment, but the term and rent will commence on the first day of the month following full execution of the proposed lease amendment by both parties.

The Chief Executive Office 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 \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents

a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed 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 sensitive nature of direct services provided by the Sheriff at this location that also require access to confidential records.

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

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

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

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

## **ENVIRONMENTAL DOCUMENTATION**

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

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

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

The Honorable Board of Supervisors

12/17/2024

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Fesia A. Davenport". The signature is fluid and cursive, with a large initial "F" and "D".

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:EG:gb

Enclosures

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

**SHERIFF'S DEPARTMENT  
3055 WILSHIRE BOULEVARD, LOS ANGELES**

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

1. <u>Occupancy</u>		Yes	No	N/A
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> <b>Based on 32 employees, space is 252 SF/person due to private meeting rooms.</b>		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	<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>		
2. <u>Capital</u>				
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 attached as Enclosure C?			<b>X</b>
G	Was build-to-suit or capital project considered? <sup>2</sup>			<b>X</b>
3. <u>Portfolio Management</u>				
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 with other County departments?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ 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 adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

## OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

3055 Wilshire Boulevard, Los Angeles  
Sheriff's Department

### Basic Lease Assumptions

Leased Area (sq.ft.)	8,054	
Parking Spaces	32	
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$2.35	\$28.20
Term (Months)	60	5
Rent Abatement	19,000	
Annual Rent Adjustment	3%	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total 5 Year Rental Costs
<b>Annual Base Rent Costs</b>	\$228,000	\$235,000	\$243,000	\$251,000	\$259,000	<b>\$1,216,000</b>
<b>Parking Costs<sup>(1)</sup></b>	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	<b>\$275,000</b>
<b>Total Annual Base Rent Costs</b>	<b>\$283,000</b>	<b>\$290,000</b>	<b>\$298,000</b>	<b>\$306,000</b>	<b>\$314,000</b>	<b>\$1,491,000</b>
<b>Rent Abatement</b>	(\$19,000)					<b>(\$19,000)</b>
<b>Rent Credit<sup>(2)</sup></b>	(\$47,000)					<b>(\$47,000)</b>
<b>Total Annual Lease Costs Paid to LL</b>	<b>\$217,000</b>	<b>\$290,000</b>	<b>\$298,000</b>	<b>\$306,000</b>	<b>\$314,000</b>	<b>\$1,425,000</b>

<sup>(1)</sup> The existing monthly parking rates are as follows: 16 spaces are at \$130 per space and the other 16 spaces at \$156 per space. Rates are subject to change.

<sup>(2)</sup> One time rent credit

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

**COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE**

	<b>Existing Lease: 3055 Wilshire Blvd, Los Angeles</b>	<b>Proposed Lease Amendment: 3055 Wilshire Blvd, Los Angeles</b>	<b>Change</b>
Area (Square Feet)	8,054 sq.ft.	8,054 sq.ft.	No Change
Term (years)	5 years	5 years	No Change
Annual Base Rent <sup>(1)</sup>	\$261,000	\$228,000	-\$33,000 annually
Annual Parking Cost	\$55,000	\$55,000	No change
Total Annual Lease Costs payable to Landlord	\$316,000	\$217,000 which includes one month of rent abatement and a one-time credit of \$47,000	-\$99,000 annually
Rental rate adjustment	Annual fixed 4 percent increases	Annual fixed 3 percent increases	Annual fixed 3 percent increases

<sup>(1)</sup> Does not include rent abatement and rent credit

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



## SHERIFF'S DEPARTMENT

SPACE SEARCH – 3 MILE RADIUS FROM  
3055 WILSHIRE BOULEVARD

LACO	Property Name	Address	Ownership	Gross SQFT	Vacant
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	15,738	No
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	16,769	No
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St., Los Angeles, CA 90071	Leased	15,601	No
A632	Office of Inspector	312 S Hill St. Grand Central Market, Los Angeles, CA 90012	Leased	9,782	No
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	8,976	No
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	15,592	No
A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd, Los Angeles, CA 90010	Leased	8,054	No
10108	Vermont Corridor - Site 1	510 S Vermont Ave, Los Angeles, CA 90020	Revenue-Leaseback	17,203	No
P0000015	2200 W 3rd - Rampart/ Westlake Healthcare Clinic	2200 W 3rd St, Los Angeles, CA 90057	Leased	5,901	No
B500	DHS - Workforce Development Program	500 S Virgil Ave, Los Angeles, CA 90020	Permit	8,000	No

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease Amendment for the Sheriff's Department – 3055 Wilshire Boulevard, Los Angeles – Second District.

**A. Establish Service Function Category – Sheriff's Psychological Service Bureau (PSB)**

**B. Determination of the Service Area –** The proposed lease renewal will allow the Sheriff to continue providing services to sworn officers throughout the County.

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

- Need for proximity to service area and population: Continuing need for existing operation to be centrally located in support of PSB services.
- 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 including a Metro bus lines and Metro B line.
- 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 the Sheriff's needs.
- Compatibility with local land use plans: The City of Los Angeles 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 amendment over the entire term is \$1,425,000.

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

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$27 and \$31.80 per square foot, per year. The base annual rental rate of \$28.20 per square foot, per year for the proposed lease amendment represents a rate that is on the low end of the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease amendment will provide adequate and efficient office space for 32 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 300037  
COUNTY OF LOS ANGELES  
SHERIFF DEPARTMENT  
3055 WILSHIRE BOULEVARD, SUITE 200, LOS ANGELES, CA 90010

This AMENDMENT NO. 1 TO LEASE NO. 300037 ("Amendment No. 1") is made, entered and dated as of this \_\_\_\_ of \_\_\_\_\_, 2024 ("Effective Date"), by and between 3055 WILSHIRE, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), for certain premises located in that certain building located at 3055 Wilshire Boulevard, City of Los Angeles, County of Los Angeles, State of California ("Building").

RECITALS:

- A. WHEREAS, Landlord and Tenant entered into that certain lease agreement dated April 14, 2020 (the "Original Lease") where Landlord leased to Tenant and Tenant leased from Landlord approximately 8,054 rentable square feet located in Suite 200 of the Building ("Premises"). The Original Lease and this Amendment No. 1 shall be collectively referred to herein as the "Lease".
- B. WHEREAS, Landlord and Tenant desire to, among other matters, extend the Term of the Lease and desire to amend the Lease as set forth below.
- C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings as defined in the Original Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree, to amend the Lease as follows:

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended by a period of five (5) years commencing on the first day of the first month following the Effective Date (the "Extension Term Commencement Date"). The period commencing on the Extension Term Commencement Date and terminating on the day immediately before the fifth (5th) anniversary of the Extension Term Commencement Date shall be referred to herein as the "Extension Term."
2. BASE RENT. Effective upon the Commencement Date, Section 1.1h., Base Rent, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 1.1h, Base Rent, to the Original Lease:
  - h. Base Rent: Eighteen Thousand Nine Hundred Twenty-Six and 90/100 Dollars (\$18,926.90) per month (i.e., \$2.35 per rentable square foot per month) adjustable only as provided in Section 5 hereof.
3. RENT. Effective upon the Commencement Date, Section 5, RENT, of the Original Lease is hereby deleted in its entirety and following paragraphs shall be added as a new Section 5, RENT, to the Lease:



## 5. RENT.

### 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-Controller (A-C) 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.

### 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 Base Rent Adjustments

Tenant agrees to pay as Base Rent for the Premises during the Extension Term,



as described in Section 1.1.h.

From and after the first (1st) anniversary of the Extension Term Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by three percent (3%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

Months of Extension Term	Monthly Installment of Base Rent	Rate per Rentable Square Foot
1-12	\$18,926.90	\$2.35
13-24	\$19,494.71	\$2.42
25-36	\$20,079.55	\$2.49
37-48	\$20,681.93	\$2.57
49-60	\$21,302.39	\$2.64

4. **RENT ABATEMENT.** Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the Base Rent for the second (2nd) month of the Extension Term shall be abated in the sum of \$18,926.90. Notwithstanding the foregoing or any language to the contrary contained herein, Landlord agrees to credit to Tenant the sum of \$47,000.00 that shall be credited towards the Base Rent upon the Extension Term Commencement Date to compensate Tenant for holdover rent to be paid by Tenant through December 31, 2024.

5. **EARLY TERMINATION.** Effective upon the Extension Term Commencement Date, Section 4.2, Termination Rights, of the Original Lease is hereby deleted in its entirety and the following paragraph shall be added as a new Section 4.2, Early Termination:

"4.2. **Early Termination:** Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate the Lease effective at any time after the twenty-fourth (24th) month of the Extension Term ("Termination Date"), by giving no less than one hundred twenty (120) days prior written notice to Landlord of such intent, such notice to be executed by Tenant's Chief Executive Office. If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. No termination fee or penalty shall be imposed on Tenant in connection with Tenant's exercise of the Termination Option hereunder. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in the Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this Section."

6. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Amendment No. 1 and any other



document necessary for the consummation of the transaction contemplated by this Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1 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 Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend 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 Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 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.

7. CHOICE OF LAW. The terms and provisions of this Amendment No. 1 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws provisions.

8. ENTIRE AGREEMENT AND MODIFICATION. The Lease as modified by this Amendment No. 1 constitutes the final, complete and exclusive statement of the terms of the agreement of Tenant and Landlord, and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of Tenant and Landlord. This Amendment No. 1 shall be deemed to be incorporated into the Lease and made a part thereof. All references to the Lease in any other document shall be deemed to refer to the Lease as modified by this Amendment No. 1. Except as modified by this Amendment No. 1, all of the terms and conditions of the Lease shall remain in full force and effect. In the event that the terms of this Amendment No. 1 conflict with the terms of the Lease and its schedules, the terms of this Amendment No. 1 shall control. Neither Tenant nor Landlord has been induced to enter into this Amendment No. 1 by, nor is Tenant or Landlord relying upon, any representation or warranty other than those set forth in this Amendment No. 1. Any agreement made after the date of this Amendment No. 1 shall be ineffective to amend this Amendment No. 1, in whole or in part, unless such agreement is in writing, is signed by Tenant and Landlord, and specifically states that the agreement amends or modifies this Amendment No. 1 (or the Lease, as amended by this Amendment No. 1).

9. PARTIAL INVALIDITY. If any term, covenant or provision of this Amendment No. 1 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 1, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable,

will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 1 will be valid and enforceable to the fullest extent permitted by law.

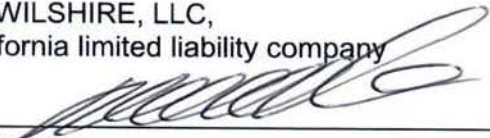
*[SIGNATURE PAGE IMMEDIATELY FOLLOWS]*



IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

LANDLORD:

3055 WILSHIRE, LLC,  
a California limited liability company

By:   
Name: David Y. Lee  
Title: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body politic and corporate

FESIA A. DAVENPORT  
Chief Executive Officer

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

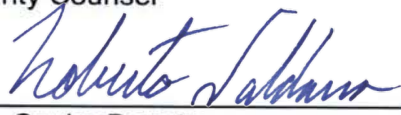
ATTEST:

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy