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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

September 16, 2025

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

Dear Supervisors:

**SEVEN-YEAR LEASE
DEPARTMENT OF PUBLIC HEALTH
750 NORTH ALAMEDA STREET, LOS ANGELES
414 EAST COMMERCIAL STREET, LOS ANGELES
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed new seven-year lease for 17,777 square feet of office space, and two on-site parking spaces for the Department of Public Health (DPH) Maternal, Child, and Adolescent Health program (MCAH) and a new seven-year parking agreement for the use of 95 parking spaces.

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 Los Angeles County Children and Families First-Proposition 10 Commission, also known as First 5 LA (Landlord), for approximately 17,777 square feet of office space, and two on-site parking spaces located at 750 North Alameda Street, Los Angeles (Premises) to be occupied by DPH. The estimated maximum first-year base rental cost is \$587,000, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated total proposed lease cost is \$4,548,000 over the seven-year term. The rental costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

3. Authorize the Chief Executive Officer, or her designee, to execute the proposed parking agreement with System Property Development Company, Inc. for the use of 95 supplemental parking spaces located at 414 East Commercial Street, Los Angeles for DPH on a month-to-month basis. The estimated maximum first-year parking agreement cost is \$183,000. The estimated total parking agreement cost is \$1,519,000 over the seven-year term. The parking agreement costs will be funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

4. 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 the proposed parking agreement, and to take actions necessary and appropriate to implement the proposed lease and proposed parking agreement, including, without limitation, exercising any early termination rights and any option to extend for an additional two years. If this option is exercised, the total term of the proposed lease will be up to nine years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MCAH is one of several programs currently located at 600 South Commonwealth, Los Angeles. Most of the DPH programs from 600 South Commonwealth are anticipated to relocate to the County-owned facility currently under construction located at 550 South Vermont Avenue once that project is complete estimated in 2027. However, DPH would like to relocate MCAH to the proposed Premises since MCAH is not programmed for relocation to 550 South Vermont Avenue.

MCAH helps keep County residents healthy by providing services that ensure women have healthy pregnancies, healthy deliveries, and healthy children. MCAH provides mothers and children supportive prenatal, early childhood and adolescent preventative services, which aim to improve the well-being of adolescents, young adults, children, and young mothers through the promotion of positive health behaviors.

The proposed lease will allow DPH to co-locate the MCAH program with First 5 LA, a commission established in 1998 by Los Angeles County (County), pursuant to section 3.72.030 of the County Code, to promote support and improve the early development of children from the prenatal stage to five years of age. This move will offer several strategic advantages, enhancing collaboration and service delivery for families and children across the County. Both MCAH and First 5 LA share a commitment to improving outcomes for children and families, particularly in early childhood health, development, and equity. Their joint initiatives aim to streamline access to developmental screenings and early intervention services. Sharing a physical space will facilitate real-time communication, joint planning, and more cohesive program implementation.

The proposed Premises will house approximately 183 staff using 78 workstations and 22 offices/conference rooms. DPH has implemented telework for the MCAH staff. Twenty staff are field based and spend approximately 55 percent of their time in the field. The remainder of the staff work in the office at least two days per week. The location is adequately served by public transportation and highways. The proposed lease does not have sufficient parking available for staff. However, the proposed parking agreement will provide parking for DPH to be able to use the proposed Premises.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 2 – “Foster Vibrant and Resilient Communities” – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. The County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

The proposed lease 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 and proposed parking agreement support the above goals and objective by providing DPH with office and parking space which will enable MCAH to continue to provide services to the public in the County.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$587,000, which includes two parking spaces at no additional cost, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated maximum first year parking cost is \$183,000. The aggregate cost associated with the proposed lease over the entire term, including rent abatement, and parking is \$6,067,000, as shown in Enclosure B. If the two-year option is exercised, total costs associated to the proposed lease and parking agreement will be \$8,188,000. The proposed lease and parking agreement costs will be fully funded by funds that are already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease and parking agreement is included in the Fiscal Year 2025-26 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2025-26 Operating Budget to cover the proposed rents for the first year and subsequent years. Any additional costs associated with the proposed lease and parking agreement will be addressed through the annual budget process for DPH as necessary.

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 \$33.00 per square foot, per year and is subject to annual increases based on the Consumer Price Index (CPI) capped at 4 percent per annum.

The Landlord has agreed to two months of rent abatement spread over the first two years of the proposed lease at month two and month 13.

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.

The proposed lease provides two on-site parking spaces included in the base rent at no additional cost. To supplement the two on-site parking spaces, the proposed parking agreement will provide an additional 95 parking spaces at the rate of \$1,920 per parking space annually.

The proposed lease includes a seven-year initial term with an option to extend the proposed lease for an additional two years with six months' notice, at CPI capped at 4 percent. If all options are exercised, the total term of the proposed lease would be nine years.

The proposed parking agreement will allow the County to coincide the termination with the proposed lease but in no event shall go beyond December 31, 2034.

The County has the right to terminate the proposed lease any time after the fifth year, with 60 days' prior notice.

Holdover at the proposed lease expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular increases.

The proposed Premises require no tenant improvements.

The proposed lease will be effective and commence upon the first day of the first calendar month following 30 days after approval by the Board of Supervisors (Board) and full execution of the proposed lease.

The subject property was selected because MCAH has an existing partnership with First 5 LA. First 5 LA informed DPH that it had available space to accommodate MCAH. DPH determined that due to the existing partnership with First 5 LA, and the fact that the proposed Premises is in move-in ready condition, thereby saving DPH from paying tenant improvement costs, the proposed Premises would best accommodate MCAH's requirements. 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 \$25.80 and \$36 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

Co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

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 did not inspect the facility since the building was constructed in 2004. 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 and parking agreement and has approved 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 with the proposed parking agreement will provide a suitable office location for DPH'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 and parking agreement, 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 and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

Respectfully submitted,



FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:FA:ns

Enclosures

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

**DEPARTMENT OF PUBLIC HEALTH
750 NORTH ALAMEDA STREET, LOS ANGELES**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? ² Based on 183 employees, it is 97 square feet per person due to implementation of telework		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² 2 spaces is a 0.12/1,000 parking ratio on-site. The parking agreement will provide for an additional 95 parking spaces which is a parking ratio of 5.3/1,000.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered? ²		X	
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u> x </u> The Program is being co-located.			
E	Is lease a full-service lease? ²	X		
F	Has growth projection been considered in space request?	X		
G	¹ Has the Dept. of Public Works completed seismic review/approval?			X
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

750 North Alameda Street, Los Angeles, CA
Public Health

Basic Lease Assumptions

Leased Area (sq.ft.)	17,777	
Parking Spaces	2	
	Monthly	Annual
Rent (per sq. ft.)	\$2.75	\$33.00
Term (Months)	84	7
Rent Abatement	2	
Annual Rent Adjustment (Initial Term)	4%	
Annual Rent Adjustment (Extended Term)	4%	
Supplemental parking spaces	95	
Cost per space	\$ 160.00	\$1,920

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	Total 7 Year Rental Costs
Annual Base Rent Costs	\$587,000	\$611,000	\$636,000	\$662,000	\$689,000	\$717,000	\$746,000	\$4,648,000
Rent Abatement	(\$49,000)	(\$51,000)	\$0	\$0	\$0	\$0	\$0	(\$100,000)
Total Lease Costs Paid to LL	\$538,000	\$560,000	\$636,000	\$662,000	\$689,000	\$717,000	\$746,000	\$4,548,000
Supplemental Parking	\$183,000	\$194,000	\$206,000	\$217,000	\$228,000	\$240,000	\$251,000	\$1,519,000
Total Lease Costs	\$721,000	\$754,000	\$842,000	\$879,000	\$917,000	\$957,000	\$997,000	\$6,067,000

	1 st Year	2 nd Year	Total 2 Year Rental Costs
Option No. 1 Rent			
Annual Base Rent	\$776,000	\$808,000	\$1,584,000
Supplemental Parking	\$263,000	\$274,000	\$537,000
Total Lease Costs with Option Rent	\$1,039,000	\$1,082,000	\$2,121,000

Est. Aggregate costs of 9 yr Term. \$8,188,000

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

**DEPARTMENT OF PUBLIC HEALTH
SPACE SEARCH – 1 MILE RADIUS
750 NORTH ALAMEDA STREET, LOS ANGELES**

LACO	Name	Address	Ownership Type	Gross Sq Ft	Vacant
0101	Hall of Justice	211 W Temple St., Los Angeles, CA 90012	Owned	426,223	None
0181	Kenneth Hahn Hall of Administration	222 N Grand, Los Angeles, CA 90012	Owned	957,994	None
3155	Performing Arts Center - De Lisa Building/The Annex	601 W Temple St., Los Angeles, CA 90012	Owned	27,582	None
5456	Health Services Administration Building	313 N Figueroa St., Los Angeles, CA 90012	Owned	221,359	None
A588	Sheriff's AB 109 Parole Compliance Team	301 S Central Ave, Los Angeles, CA 90013	Leased	3,100	None
A429	HS - Office of Diversion and Reentry	222 S Hill St., Los Angeles, CA 90012	Leased	35,397	None
A632	Office of Inspector	312 S Hill St. Grand Central Market, Los Angeles, CA 90012	Leased	29,346	None
X263	Twin Towers - Tower 1 Maximum Security	450 Bauchet St., Los Angeles, CA 90012	Owned	436,688	None

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease for the Department of Public Health – 750 North Alameda Boulevard, Los Angeles – First District.

A. Establish Service Function Category – Central Los Angeles Office

B. Determination of the Service Area – The proposed lease will allow DPH to continue operations with First 5 LA.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Community need for services in central Los Angeles
- 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 and is within close proximity to Union Station which provides access to Metro Rail, Metro Bus, Metrolink, Amtrak and several municipal bus lines.
- 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 DPH'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 estimated maximum first year base rental cost is \$587,000, which includes two parking spaces at no additional cost, but with a one-month rent abatement of approximately \$49,000, will equal \$538,000. The estimated maximum first year parking cost is \$183,000. The aggregate cost associated with the proposed lease over the entire term, including rent

abatement, and parking is \$6,067,000. If the 2-year option is exercised, total costs associated to the proposed lease and parking agreement will be \$8,188,000.

D. Analyze results and identify location alternatives

The subject property was selected because MCAH has an existing partnership with First 5 LA. First 5 LA informed DPH that it had available space to accommodate MCAH. DPH determined that due to the existing partnership with First 5 LA and the fact that the proposed Premises is move in ready condition, thereby saving DPH from paying tenant improvement costs, the proposed Premises would best accommodate MCAH's requirements. 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 \$25.80 and \$36.00 per square foot, per year. The base annual rental rate of \$33.00 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

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

The proposed lease will provide adequate and efficient office space for 183 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

between

**COUNTY OF LOS ANGELES - Tenant,
and**

**LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10
COMMISSION, a public entity established under California Health & Safety Code Section
130140.1 and Los Angeles County Code Section 3.72.030 (also known as “First 5 LA”)
– Landlord**

**750 NORTH ALAMEDA STREET
SECOND FLOOR
LOS ANGELES, CALIFORNIA 90012**

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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 – INTENTIONALLY OMITTED
- Exhibit H – Rules and Regulations

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the _____ day of _____, 20____ between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION, a public entity established under California Health & Safety Code Section 130140.1 and Los Angeles County Code Section 3.72.030 (also known as "First 5 LA") ("Landlord"), and the 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:

(a) Landlord's Address for Notices	First 5 LA 750 N. Alameda St., Third Floor Los Angeles, CA 90012 Attn: President and CEO
(b) Tenant's Address for 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 With a copy to: 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
(c) Premises:	17,777 rentable square feet, comprised of the second floor, in the Building (defined below), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 750 N. Alameda Street, Los Angeles, CA 90012 which is currently assessed by the County Assessor as APN 5409-023-934 (collectively, the "Property");

(e) Term:	Seven (7) years, commencing on the first day of the first calendar month following thirty (30) days after approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the seventh (7) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination 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:	November 1, 2025
(g) Irrevocable Offer Expiration Date:	September 1, 2025
(h) Base Rent:	\$2.75 per rentable square foot per month (i.e., \$48,886.75 per month or \$586,641 per year)
(i) Early Termination (See Section 4.4)	Sixty (60) days' notice on or after the 5th year following the Commencement Date of the Lease.
(j) Rentable Square Feet in the Premises:	17,777 rentable square feet
(k) Use:	Office Purposes, subject to Section 6.
(l) Parking Spaces:	0 exclusive reserved spaces; and: 2 unreserved spaces Landlord will give Tenant two (2) parking passes free of charge (but will charge for replacement passes).
(m) Tenant's Hours of Operation:	7 a.m. to 7 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	New building built to meet most recent code requirements per certificate of occupancy
(o) Seismic Report:	New building built to meet most recent code requirements per certificate of occupancy

(p) Disabled Access Surveys:	A report dated November 1, 2024 prepared by ProCASp.
1.2 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 INTENTIONALLY OMITTED Exhibit H Rules and Regulations

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.

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, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord, including the rules and regulations attached as Exhibit H.

4. **COMMENCEMENT AND EXPIRATION DATES**

4.1 **Term**

The term of this Lease shall be for a period of seven (7) years, commencing on the first day of the first calendar month following thirty (30) days after approval of this Lease by the Board of Supervisors and full execution of the Lease by both parties, and ending eight-four (84) months thereafter.

4.2 **Termination Right**

Not Applicable

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 Tenant Early Termination Right

Tenant shall have the right to terminate this Lease at any time after the fifth (5th) anniversary of the Commencement Date by giving Landlord not less than sixty (60) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. All obligations of Tenant that shall have accrued as of the date of termination shall survive such termination.

4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

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

- (a) CPI. From and after the first anniversary of the Commencement Date, 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.
- (b) 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 in 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.
- (c) Illustration of Formula. The formula for determining the new rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \text{Base Rent at the Commencement Date} = \text{Adjusted Base Rent}$$

- (d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than four percent (4%) 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.

5.4. Rent Abatement

The monthly Base Rent for months two (2), and thirteen (13) of the Initial Term shall be abated.

6. USES

Landlord agrees that the Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, or any other County Department the County designates in writing to Landlord, for office uses during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends, except that no security personnel, building management or Landlord personnel shall be available before or after Tenant's Hours of Operation or on Weekends, or on New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and other holidays (and the term "business day" as used in this Lease shall not include any such 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, and shall be at the last monthly Base Rent payable under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

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 Premises may be restored to a complete architectural unit of the same value, condition and character

that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

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 the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after delivery to Tenant 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, as determined by Tenant in its reasonable discretion, then Tenant may declare a default hereunder, but Tenant may not terminate this Lease unless Landlord fails within thirty (30) days after written notice by Tenant of such default to commence to cure such default, or thereafter fails to reasonably prosecute the cure in good faith. Only if Landlord has failed to cure after notice and cure period, tenant may 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 and on the Commencement Date:

- i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
- iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
- iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

(b) 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 any 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:

- i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
- ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
- iii. the Common Areas;

- iv. exterior windows of the Building; and
 - v. 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. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum, the professional qualifications required of a Los Angeles County Facilities Ancillary Services Master Agreement (FASMA) vendors. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
- i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use) from commencement date;
 - ii. interior partitions;
 - iii. doors, door frames and hardware;
 - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years) from commencement date;
 - v. signage;
 - vi. emergency exit signage and battery replacement;
 - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
 - viii. 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.
- (d) Landlord will not be obligated to pay or repair damage caused by Tenant's contractors and employees, except to the extent covered by Landlord's insurance.

10.3 Tenant 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 in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and the event or circumstance is not caused by Tenant, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than fifteen (15) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice with reasonable evidence of the costs, 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 Chief Executive Office, may request (but Landlord shall not be obligated to agree to such request) that Landlord perform, supply and administer 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, for which Tenant or the County shall reimburse Landlord promptly after written demand with evidence of the costs. Any improvements by Landlord shall be subject to 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.

11. SERVICES AND UTILITIES

11.1 Services and Utilities

(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 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. Subject to disruptions and delays that are not within the control of Landlord, Tenant may obtain after-hours HVAC upon at least 24 hours' prior written notice to Landlord (so that Landlord may program the HVAC), but minimum after-hours usage shall be four (4) hours, and Tenant shall pay for such usage at the rate of \$100 per hour, payable without offset or deduction within ten (10) days after written demand from Landlord, as additional rent.

(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 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.

(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. Upon the execution of this Lease, Landlord shall provide 183 access cards to Tenant without charge, but Tenant shall promptly pay to Landlord upon written demand, charges for any and all replacement cards or additional cards issued to Tenant not to exceed \$25 per access card.

(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, 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, without good faith cause, 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.

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 for

any reasonable purpose; however, 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. If Landlord temporarily closes any portion of the Premises or closes any portion of the Building for repairs, replacements or maintenance, then except for closures in an emergency or as required by law (and through no default by Landlord), Base Rent shall be prorated based upon the percentage of the Premises rendered unusable and not used by Tenant.

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.

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 and or Tenant's rights provided by Sections 9.4, 10.4, 19, and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within ten (10) business days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same

cannot reasonably be cured within such ten (10) business day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord 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 attorneys' 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 cost of said work from the Base Rent next due.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign this Lease or sublet the whole or any part of the Premises subject to Landlord's prior written consent in its sole and absolute discretion provided that Tenant first notifies Landlord in writing of the assignment, subletting or encumbrance, and provided, further, that no such assignment shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent to such release, which Landlord shall not 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:
 - I. Name and address of new owner or other party to whom Base Rent should be paid;
 - II. Federal tax ID number for new owner;
 - III. Name of contact person and contact information (including phone number) for new owner;
 - IV. 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 in Landlord's sole and absolute discretion. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) the Alteration complies with all laws;
- (b) the Alteration is not visible from the exterior of the Premises or Building;
- (c) the Alteration will not materially affect the systems or structure of the Building; and
- (d) the Alteration does not unreasonably interfere with the normal and customary business office operations of other tenants in or occupants of the Building.

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. 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, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) 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), caused by the Landlord's negligence or willful misconduct or breach of lease.

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) caused by the Tenant's negligence or willful misconduct or breach of lease.

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 business 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:

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

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 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) business 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) 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.

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(j) 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.

(k) 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.

(l) 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.

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

Tenant shall procure and maintain for the duration of this lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the tenant's operation and use of the leased premises. The cost of such insurance or self-insurance shall be borne by the tenant.

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

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employer's Liability with limits of no less than \$1,000,000 per accident for bodily injury or disease.

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of parking access cards set forth in Section 1.1, without charge, for the Term of this Lease. Subject to events and delays beyond the control of Landlord, and Tenant shall be entitled to full in/out privileges at all times. No tandem parking shall be required or allowed, and Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, and those applicable to parking that are in the Rules and Regulations attached as Exhibit H. Tenant acknowledges that no parking spaces are 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 Tenant 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), 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) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided times the number 1.5, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

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

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 business 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

INTENTIONALLY OMITTED

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 and hereby indemnifies and holds Tenant 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 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 use its best efforts (but without liability for failure to do so) 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 ten 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). Any such property not removed may be retained or disposed of by Landlord in its sole and absolute discretion, without obligation or liability to Tenant, and Tenant hereby waives any and all laws and statutes to the contrary.

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 at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, 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.

Tenant acknowledges that exterior signage is subject to the provisions of the Covenants, Conditions & Restrictions for Los Angeles Union Station West Campus South dated March 25, 2005, recorded on March 25, 2005 as Document No. 050690591 in the Official Records of Los Angeles County, including Sections 2.1 and 4.1 and Item 14 of Exhibit D (Design Guidelines) thereto ("CC&Rs"). Any signage shall be installed at Tenant's cost and expense, shall comply with all applicable Laws and such CC&Rs, and the form and installation of signage shall be subject to Landlord's prior written approval. Tenant shall be required, at Tenant's sole cost and expense, to maintain all of Tenant's signage in good condition and repair, ordinary wear and tear excepted. Should Tenant fail at any time to maintain its signage as provided in this Section, Landlord, in its sole discretion, may give Tenant notice and thirty (30) days to cure such failure. Should Tenant fail to cure such failure within the thirty (30) day cure period, Landlord, in its sole discretion, may elect to maintain Tenant's signage in good condition and repair and Tenant shall be obligated to reimburse Landlord for all reasonable costs and expenses incurred by Landlord in connection with the same upon billing therefor and delivery of reasonable evidence of the costs incurred. Upon the expiration or earlier termination of this Lease, Tenant shall, at

its sole cost and expense, promptly remove all of Tenant's signage and restore the portions of the Building affected thereby to their condition prior to the installation of such signage, and such obligations shall survive the expiration or earlier termination of this Lease.

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

30.4 Entire Agreement

This Lease (including all exhibits hereto) 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) national-recognized, next-day courier service, or (ii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice 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 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

INTENTIONALLY OMITTED

30.11 Community Business Enterprises

INTENTIONALLY OMITTED.

30.12 Memorandum of Lease

Tenant shall not record this Lease or any memorandum hereof.

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 but excluding its duties and obligations hereunder), 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) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of 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. Notwithstanding the foregoing, the Tenant

hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

- (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, except with Tenant's prior written consent. 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 TO LEASE

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.

34. TENANT RIGHT OF FIRST NEGOTIATION TO LEASE ADDITIONAL SPACE

If additional space becomes available for lease in the Building and Landlord decides to lease such space, Landlord will notify Tenant in writing with Landlord's basic business/economic terms for leasing such additional space. For a period of ninety (90) days thereafter, Landlord will negotiate with Tenant in good faith, but otherwise in Landlord's sole and absolute discretion, with respect to lease terms that Landlord's staff is willing to recommend to Landlord's board for approval, and Landlord's staff shall make such recommendation if such lease terms are determined within such period. Any lease amendment or new lease with Tenant shall, however, remain subject to the approval of Tenant's board in its sole and absolute discretion.

35. **OPTION TO EXTEND**

- (a) **Option Terms.** Provided that no 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 two (2) 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 one hundred eighty (180) days prior to the end of the initial Term. If Tenant fails to give such written notice to Landlord, 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 Base Rent 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.

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

LANDLORD:

LOS ANGELES COUNTY CHILDREN AND
FAMILIES FIRST - PROPOSITION 10
COMMISSION

By: Karla Pleitez Howell
Name: Karla Pleitez Howell
Its: President/CEO

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Its: 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: Roberto Saldana Roberto Saldana
2025.06.24 16:03:25
-07'00'
Senior Deputy

EXHIBIT A
SITE PLAN/DIAGRAM OF PREMISES
 750 N. Alameda St. (Second Floor), Los Angeles, CA 90012

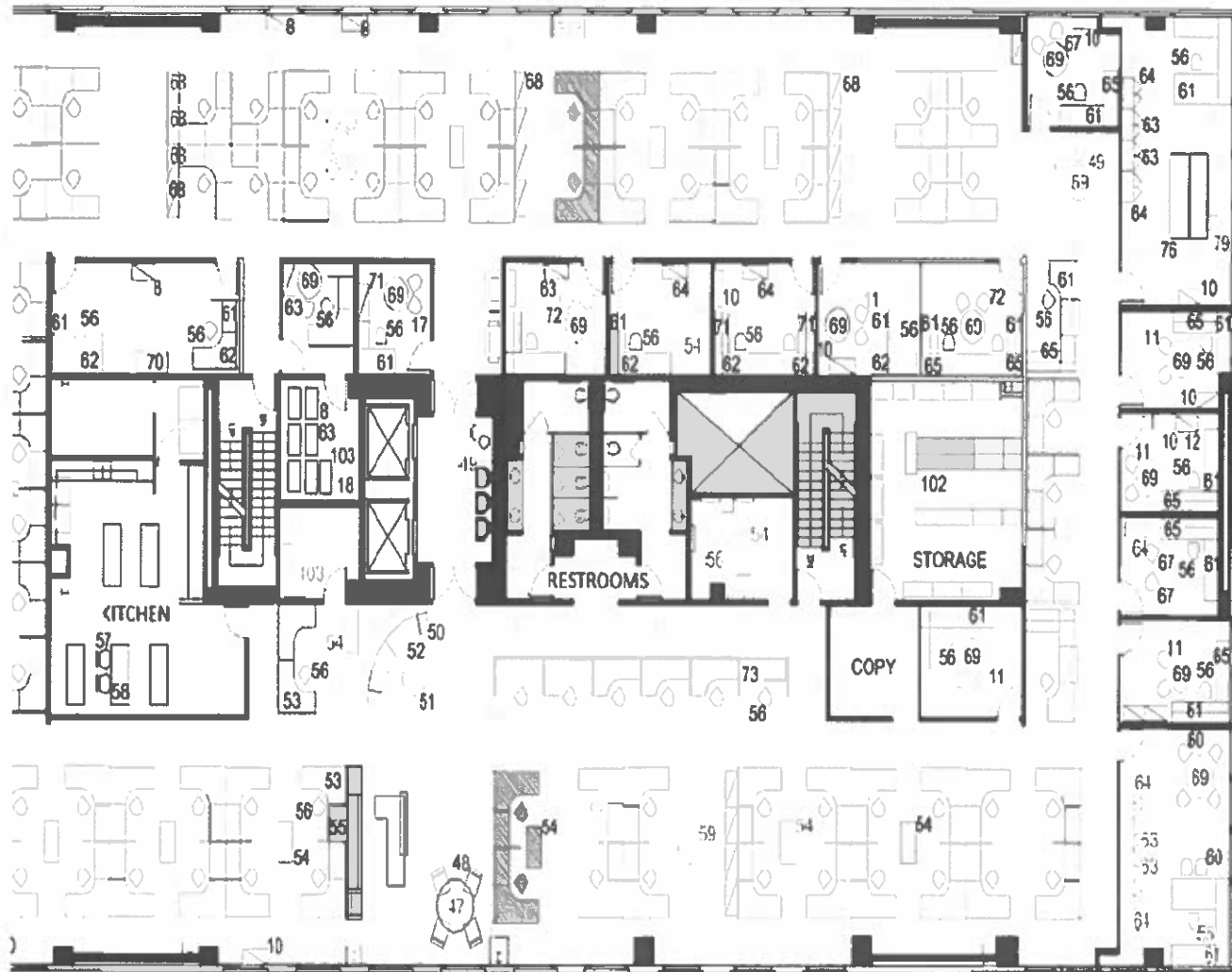


Exhibit A
 FLOOR PLAN OF PREMISES

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 LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST – PROPOSITION 10 COMMISSION, a public entity established under California Health & Safety Code Section 130140.1 and Los Angeles County Code Section 3.72.030 (also known as "First 5 LA") ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 750 North Alameda Avenue, Los Angeles, CA 90012 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant on _____ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same; and
- 3) The Lease commenced on _____ ("Commencement Date").
- 4) The Premises contain 17,777 rentable square feet of space; and

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

- 1) Base Rent per month is _____.
- 2) The Base Index month is _____.
- 3) The Base Index is _____.
- 4) The first New Index month is _____.

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:

LOS ANGELES COUNTY CHILDREN AND
FAMILIES FIRST - PROPOSITION 10
COMMISSION

By: _____

Name: _____
Its: _____

Exhibit B
COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

EXHIBIT C

HEATING, VENTILATION AND AIR CONDITIONING STANDARDS

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 C HEATING, VENTILATION AND AIR CONDITIONING STANDARDS

EXHIBIT D

CLEANING AND MAINTENANCE SCHEDULE

Landlord contracts for the following services, and will use good faith efforts to obtain comparable janitorial services when its current janitorial contract ends, to the extent they are available at a commercially reasonable cost:

2. Provide daily cleaning services for the lobby area (INCLUDING THE TENANT SPACE)

Daily Activities

- Clean entrances and thresholds
- Spot clean entrance doors
- Sweep and mop Terrazzo floor
- Vacuum carpeted waiting areas and spot clean spills
- Dust and/or damp clean lounge seating and coffee table
- Empty all waste containers and carry trash to pick-up area
- Replace plastic liners in trash containers as needed
- Dust and/or damp clean reception counter, office furniture, chairs, and equipment (desks will be cleared off by Tenant staff prior to cleaning); for Tenant's security and confidentiality, papers, folders, and other materials shall not be touched
- Clean elevator floor selection panels, walls, floor, and thresholds
- Spot clean wall switches, doors, door frames and furniture

3. Provide daily cleaning services for the Conference Rooms, Collaboration/Waiting Areas, Offices and Workstations (INCLUDING THE TENANT SPACE)

Daily Activities

- Sweep and mop elevator landings
- Vacuum carpet and clean spills
- Dust and/or damp mop all hard floor surfaces
- Spot clean wall switches, doors, door frames and furniture
- Dust and/or damp clean conference room tables, office furniture and chairs
- Dust and/or damp clean offices, work areas, office furniture, chairs and equipment (desks will be cleared off by Tenant staff prior to cleaning); for Tenant's security and confidentiality, papers, folders and other materials shall not be touched.
- Properly align all chairs and office furniture unless directed otherwise by staff
- Empty all waste containers and carry trash to pick-up area
- Replace plastic liners in trash containers as needed
- Clean the conference room dry erase walls/boards, as needed
- Spot clean all surface furniture tops, partitions, and partition glass (remove all fingerprints)

4. Provide daily cleaning services for the Lunchrooms (INCLUDING THE TENANT SPACE)

Daily Activities

- Clean sinks, countertops, and backsplash
- Wipe down cabinet faces
- Clean inside and outside of microwaves, toasters, and toaster ovens

Exhibit D

CLEANING AND MAINTENANCE SCHEDULE

- Clean/wash any dishes left in sink
 - Rinse out coffee machines/carafes
 - Clean lunch tables and chairs
 - Properly align all furniture
 - Empty all waste, recycle, and compost containers and carry trash/recyclables/compost to pick-up area and wipe down wall behind containers
 - Replace plastic liners in all containers
 - Replenish paper goods such as paper towels and napkins
 - Sweep and mop floors
 - Clean water dispensers
-
- 5. Provide daily cleaning services for the Restrooms (INCLUDING THE TENANT SPACE)**
- Daily Activities**
- Clean vanity tops and double sinks
 - Clean and polish all bathroom fixtures including sink faucets, urinal flush handles and piping, toilet flush handles
 - Clean mirrors
 - Clean and disinfect toilets and urinals
 - Wipe down walls and spot clean where necessary
 - Empty all waste containers and carry trash to pick-up area and wipe down wall behind waste containers
 - Empty all sanitary napkin containers
 - Replace plastic liners in trash containers
 - Replenish paper goods (including toilet seat covers) and hand soap
 - Sweep and mop floors
- 6. Provide other daily cleaning services (INCLUDING THE TENANT SPACE)**
- Daily Activities**
- Vacuum both interior stairway carpets, clean and disinfect metal handrails
 - Clean drinking fountains
 - Empty outside trash receptacles
 - Clean large outside balcony terrace on 3rd floor – remove all trash, wipe down tables and chairs, dust handrails, wipe access door glass
 - Clean small private outside balcony terrace opposite the 3rd floor large main balcony
- 7. Provide weekly cleaning services**
- Weekly Activities**
- Wash down restroom walls, stall doors and partitions
 - Clean/dust tops of restroom partitions
 - Clean all wall mounted electrical switches
 - Perform high/low dusting including cubicle dividers, file cabinets, pictures, baseboards, etc.
 - Clean and dust all interior windowsills and blinds where accessible
 - Clean inside of refrigerator
 - Clean and disinfect workstation and conference room phones
 - Wipe down doors and kick plates
- 8. Provide monthly cleaning services**
- Monthly Activities**
- Brush down HVAC wall and ceiling vents
 - Replace restroom air fresheners
 - Flush out toilets and urinals with drain cleaner

**EXHIBIT D
CLEANING AND MAINTENANCE SCHEDULE**

9. Optional Tasks. These Services to be performed as needed by owner, with written notification.

- Deep clean all trash cans, trash bins, recycle containers, compost containers
- Scrub and wax all tile floors
- Strip and wax vinyl/Terrazzo floors
- Steam and deep clean carpets
- Deep clean conference room/lobby/collaboration area chairs and upholstery
- Deep clean interior windows
- Clean and disinfect areas where there was COVID exposure, including but not limited to:
 - Disinfect services of Offices and Conference Rooms; tables, phones, desktops, armchairs, door handles front and back, file cabinets, light plates, Breakrooms; vending machines, exterior of refrigerator /microwave handles, water dispensing machine, coffee machine/pot handles, chairs, tables, all door handles front/back, light plates, trash can lids, sinks and faucets. Stairwells, doors, handles and handrails, Elevator push buttons doors and walls.
- Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

10. Additional Services

- For security and energy conservation purposes, perform services one area at a time, turn off lights, lock and secure each area immediately upon completion.
- The janitorial firm will ensure the building is properly secured and locked when they are the last ones to leave the facility after hours. After hours, all entrance doors are to be kept locked during entire cleaning operation. No unauthorized personnel will be allowed to enter the building.
- Break down boxes and place them in the appropriate recycling bin
- The janitorial firm shall notify Landlord, in writing, of any irregularities noted during performance of services including, but not limited to, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents. The janitorial firm shall also notify Landlord, in writing, if unable to perform any services and the reason why.
- The janitorial firm shall maintain and post, visible to Tenant and Landlord, the daily, weekly, and monthly schedule of activities.
- Janitorial staff must wear appropriate uniforms and Personal Protective Equipment (PPE)
- Cleaning performed with approved CDC disinfectants

**EXHIBIT D
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 _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("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

**Exhibit E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT 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.

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.

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

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

To Lender: _____

To Borrower: _____

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
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.

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT

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

By: _____
Name: _____
Title: _____

BORROWER: *[Insert name of Landlord]*

By: _____
Name: _____
Title: _____

LENDER: *[Insert name of Lender],*

By: _____
Name: _____
Title: _____

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT E
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

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

Attn: _____

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

County of Los Angeles ("Tenant") hereby certifies that, 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 or except as specified in the Lease.

 (d) 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, Landlord is not in default under the Lease.

EXHIBIT F

TENANT ESTOPPEL CERTIFICATE

(c) Tenant's interest in the Lease has not been assigned or encumbered, and no portion of the Premises has not been subleased, except as follows: _____.

(d) Tenant is not entitled to any credit or offset against any rent or other charge or rent concession under the Lease, except as may be expressly set forth in the Lease. No credit or offset permitted by the Lease is ongoing except for [DESCRIBE NATURE, TOTAL AMOUNT, AND AMOUNT REMAINING TO BE OFFSET] _____.

(e) No rental payments have been made more than one (1) month in advance.

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 F
TENANT ESTOPPEL CERTIFICATE

EXHIBIT G

INTENTIONALLY OMITTED

**EXHIBIT G
COMMUNITY BUSINESS ENTERPRISES FORM**

EXHIBIT H

RULES AND REGULATIONS

1. Except as may be specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name, or notice shall be installed or displayed on any part of the outside or inside of the Building (except within the Premises) without the prior written consent of Landlord. Tenant shall not place anything against or near exterior windows or doors that may appear unsightly from outside the Premises or that are visible from the exterior of the Premises (other than approved window coverings). Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.
2. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety and interest of the Building. Without Landlord's written consent, neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the Building or enter any other areas restricted by Landlord.
3. All contractors and technicians performing any Tenant improvements approved by Landlord after the initial Tenant improvements shall be referred to Landlord for approval (which approval shall not be unreasonably withheld, conditioned, or delayed) prior to performing any such service. This applies to all such improvements performed in the Building, including, without limitation, installation of data and telecommunications cabling and installations affecting floors, walls, woodwork, windows, ceilings, and any other physical portion of the Building. None of Tenant's contractors or subcontractors shall be entitled to (1) display identification or other signage at the Building, or (2) park anywhere in the Parking Area except in the area reasonably designated by Landlord or as permitted with respect to public parking.
4. Landlord shall have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Building that exceed the maximum floor load weight. Heavy objects shall, if considered reasonably necessary by Landlord, stand on such platforms as reasonably determined by Landlord to be necessary to properly distribute the weight, which platforms shall be provided at Tenant's expense. The persons employed to move such equipment in or out of the Building must be approved by Landlord, which approval shall not be unreasonably withheld, delayed, or conditioned. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
5. Tenant shall not use or keep in the Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for

EXHIBIT H

RULES AND REGULATIONS

office cleaning or office supplies. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner that allows noise, odors or vibrations to emanate from the Premises, nor shall Tenant bring into or keep in or about the Premises any birds or animals other than assist animals.

6. Tenant shall not use any method of heating or air conditioning other than that installed by Landlord unless approved by Landlord in writing.
7. Tenant agrees to use commercially reasonable efforts to cooperate with Landlord to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws, or regulations. Tenant shall keep corridor doors closed.
8. Landlord reserves the right, upon prior written notice to Tenant, to change the name and/or street address of the Building.
9. Landlord reserves the right to exclude from the Building during hours other than Building hours of operation, any person unless that person is known to the person or employee in charge of the Building or has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Landlord reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement, or other commotion by closing the doors or by other appropriate action.
10. Tenant shall close and lock the doors of its Premises before Tenant and its employees leave the Premises.
11. The toilet rooms, toilets, urinals, wash bowls, and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by Tenant, or Tenant's employees or invitees, who shall have caused it.
12. Tenant shall not install any radio or television antenna, loudspeaker, or other devices on the roof(s) or on exterior walls of the Building. Tenant shall not knowingly interfere with radio or television broadcasting or reception from or in the Building or elsewhere and if such interference occurs, Tenant shall take reasonable steps to correct the same upon written notice by Landlord to Tenant.
13. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as reasonably approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

EXHIBIT H RULES AND REGULATIONS

14. Canvassing, soliciting, and distribution of handbills or any other written material, and peddling in the Building or Common Areas (collectively, the "Project") are prohibited, and Tenant shall reasonably cooperate to prevent such activities.
15. Landlord reserves the right to exclude or expel from the Premises any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.
16. Tenant shall store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with reasonable directions issued from time to time by Landlord.
17. Tenant shall comply with all reasonable safety, fire protection, and evacuation procedures and regulations established by Landlord or any governmental agency.
18. There shall be no smoking within the Building or immediately adjacent to Building entrances (except in areas, if any, expressly designated therefor by Landlord).
19. Upon written notice to Tenant, Landlord reserves the right to rescind any of these Rules and Regulations and to make future Rules and Regulations as, in its judgment, may from time to time be needed for safety, comfort, and security, for care and cleanliness of the Building and for the preservation of good order therein, which Rules and Regulations shall not be unreasonably or discriminatorily modified or enforced in a manner that shall materially interfere with the conduct of Tenant's Permitted Use of the Premises or Tenant's use of or access to the Premises or the Parking Area. In the event of a conflict between any Rules and Regulations and the Lease, the term of the Lease shall govern.
20. Tenant shall use commercially reasonable efforts to ensure the observance of all of the foregoing rules by Tenant's employees, agents, customers, invitees, and guests.
21. Landlord reserves the right to charge as additional Rent to Tenant, any extra costs incurred by Landlord as a result of the violation of these Rules and Regulations by Tenant or by Tenant's employees, agents, customers, invitees, and guests.

ADDITIONAL PARKING RULES.

- a) Notwithstanding anything to the contrary contained in the Lease, Tenant understands and acknowledges that the parking area is currently intended to be utilized, and shall at all times (in Landlord's sole and absolute discretion) be available and used as parking for the occupants of the Building, but Landlord shall have no obligation to supervise the parking or tow vehicles.

EXHIBIT H RULES AND REGULATIONS

- b) Tenant shall not permit or allow any delivery vehicles that belong to or are controlled by Tenant to be loaded or unloaded in the parking area. Tenant shall not permit washing or repair of parked vehicles.

Tenant shall reasonably cooperate with Landlord in implementing policies and procedures to prevent unauthorized parking by Tenant's owners, supervisors, managers, employees, contractors, and agents and to identify any of Tenant's owners, supervisors, managers, employees, and agents that may be parking vehicles in the parking area. If Tenant permits or allows unauthorized parking, in addition to such other rights and remedies that it may have, Landlord shall have the right, without notice, to remove or tow away the vehicle involved (and charge the cost to the owner), which cost shall be immediately payable upon demand and/or Landlord may rescind the parking rights of the offender.

EXHIBIT H RULES AND REGULATIONS

COUNTY OF LOS ANGELES
SUPPLEMENTAL PARKING AGREEMENT
414 EAST COMMERCIAL STREET, LOS ANGELES

This Supplemental Parking Agreement ("Agreement"), dated as of _____, 20____ ("Effective Date"), by and between the SYSTEM PROPERTY DEVELOPMENT COMPANY, INC., a California corporation ("Landlord") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"). The Landlord and Tenant are sometimes individually defined herein as a "Party" and collectively as the "Parties". This Agreement is entered into with reference to the following facts and circumstances:

RECITALS

A. WHEREAS, Landlord and Tenant desire to enter into an agreement with Landlord to provide supplemental parking to Tenant at the property owned by Landlord at 414 East Commercial Street, Los Angeles, CA. Tenant leases space in the building located at 750 North Alameda Street, Los Angeles, CA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Headings. Landlord hereby represents and warrants that (i) Landlord has the power and authority to enter into, and to enforce, the provisions of this Agreement, and (ii) notwithstanding any parking management agreement Landlord may have entered into (with regard to the day to day operation of the Parking Facility or otherwise), Landlord retains control over the Parking Facility and its operation.

2. Parking Fee and Commencement Date. Tenant shall have the right, but not the obligation, to lease from Landlord up to 95 non-reserved parking spaces (the "Parking Spaces") located in the parking facility servicing the Building ("Parking Facility"). The Parking Spaces are sometimes collectively referred to as the "parking spaces". The Parking Facility is shown on Exhibit "A", attached hereto and incorporated by this reference. Prior to the Commencement Date, Tenant shall notify Landlord in writing of the number of Parking Spaces which Tenant initially elects to use during the Term and the month of when Tenant intends to start using the Parking Spaces, the "Commencement Date", but in no event in excess of the maximum number of Parking Spaces set forth in this Section 2. Thereafter, Tenant may increase or decrease the number of Parking Spaces to be used by Tenant pursuant to this Section 2 upon a minimum of thirty (30) days prior written notice to Landlord, provided that in no event may Tenant elect to use in excess of the maximum number of Non-Reserved Parking Spaces set forth in this Section 2. During the initial Term, Tenant shall pay in advance, the prevailing monthly charges established herein and as shown on the table below for parking in the Parking Facility. Such charges shall be payable to Landlord or such other entity as designated by Landlord, and shall be sent to the address Landlord designates from time to time. Tenant may, from time to time request additional parking spaces, and if Landlord shall provide the same, such parking spaces shall be provided and used on a month-to-month basis, and otherwise on the foregoing terms and provisions, and at such prevailing monthly parking charges as shall be established from time to time.

Tenant shall have the right to up to 95 parking stalls at a rate as follows:

Year	Per Parking Space Per Month Rate	Maximum Per Month Cost
1	\$160.00	\$15,200
2	\$170.00	\$16,150
3	\$180.00	\$17,100
4	\$190.00	\$18,050
5	\$200.00	\$19,000
6	\$210.00	\$19,950
7	\$220.00	\$20,900
8	\$230.00	\$21,850
9	\$240.00	\$22,800

Access Cards: Landlord shall provide Tenant with up to 185 parking access cards or key fobs at a charge of \$25 for each access card at the issuance. Tenant agrees to pay for the replacement of any lost or stolen access card at a charge of \$25 for each replacement access card. If Tenant returns any access cards that are no longer active or malfunctioning during the Lease term, these may be re-programmed or replaced at no cost to the Tenant.

Tenant agrees that in the event that Tenant utilizes more than ninety-five (95) parking spaces on any single day, Tenant shall be subject to Landlord's standard parking charges for any vehicles exceeding ninety-five (95) vehicles for such day.

3. **Term; Termination.** Tenant shall have the use of the Parking Spaces from the Commencement Date until the earlier to occur of (i) thirty (30) days following receipt by Landlord of written notice from Tenant of Tenant's cancellation of the use of the Parking Spaces, or (ii) the expiration or termination of the lease, which is December 31, 2032, or (iii) the expiration or termination of the Tenant's option period pursuant to the lease, not to exceed December 31, 2034. Either party shall have the right to cancel the use of the Parking Spaces by written notice to either party.

4. **Repairs and Maintenance.** Landlord agrees to maintain the Premises for the duration of the term, at Landlord's sole cost and expense. Landlord's maintenance responsibility shall include, but not be limited to lighting (including lamps and tubes), sweeping, security, trash removal, and repair or replacement of car-stops, gates and fence, if applicable.

5. **Utilities.** Landlord agrees to pay when due all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, electricity, lighting and other charges accruing or payable in connection with the Premises.

6. **Default.**

A. **Default by Tenant:** Tenant agrees that if default shall be made in any of the covenants or agreements herein contained on the part of the Tenant to be kept and performed which constitute a material breach of the Agreement, it shall be lawful for the Landlord to declare said term ended and to terminate this Agreement upon the giving of thirty (30) days written notice. In addition, thereto, Landlord shall have such other rights or remedies as may be provided by law. Landlord may not terminate the Agreement if Tenant cures the default within the thirty (30) day period

after the notice is given; 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 30-day period and thereafter diligently prosecutes such cure to completion.

- B. Default by Landlord: Landlord shall not be in default in the performance of any obligation required to be performed under this Agreement unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice of default from Tenant specifying in detail Landlord's failure to perform or within such shorter period of time as may be specified herein. Tenant may terminate this Agreement upon Landlord's default of any material obligation upon giving of thirty (30) days written notice of termination. In addition, thereto, Tenant shall have such other rights or remedies as may be provided by law. Tenant may not terminate the Agreement if Landlord cures the default within the thirty (30) day period after the notice is given. If Landlord or such person does not cure the default, Tenant may exercise any of its rights or remedies provided for or permitted in this Agreement or pursuant to law, including the right to recover any damages proximately caused by the default.

7. Applicable Laws. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting Tenant's use of the Parking Facility.

8. Optional Operating Agreement. Landlord hereby reserves the right to enter into a management agreement or lease with another entity for the operation of the Parking Facility ("Operator"). In such event, Tenant, upon request of Landlord, shall enter into an agreement upon substantially the same terms hereunder with the Operator and pay the Operator the monthly charge established hereunder, and Landlord shall have no liability for claims arising through acts or omissions of the Operator is understood and agreed that the identity of the Operator may change from time to time during the Term. In connection therewith, any parking lease or agreement entered into between Tenant and any Operator shall be freely assignable by such Operator or any successors thereto.

9. Indemnification.

- A. 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.
- B. 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.

10. Insurance. Without limiting the Landlord's indemnification of Tenant and during the term of this Agreement, and until all of its obligations pursuant to this Agreement have been met,

Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement. 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 Agreement. 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 Agreement.

Landlord Requirements: During the term of this Agreement, 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 its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

- B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Tenant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Any Tenant whose business includes auto garage, auto servicing or similar operations also shall endorse its policy to provide Garagekeeper's Liability coverage (written on ISO form CA 99 37 or its equivalent) with a limit of not less than \$400,000 for the Leased premises.

- C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Tenant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- D. Commercial Property Insurance. Such coverage shall:

- Provide coverage for Tenant's property, and any improvements and betterments; 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.
- 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 Tenant and Landlord as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

11. General Provisions.

- A. Warranty of Authority. Each of the undersigned signatories for the Landlord hereby personally covenant, warrant and guarantee that each of them, jointly and severally, has the power and authority to execute this Agreement upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Tenant from all damages, costs, and expenses, which result from a breach of this material representation.
- B. Solicitation Of Consideration. It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Landlord with the implication, suggestion or statement that the Landlord's provision of consideration may secure more favorable treatment for the Landlord in the award of the Agreement or that the Landlord's failure to provide such consideration may negatively affect the County's consideration of the Landlord's submission. A Landlord shall not offer to, or give either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a Agreement.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

- C. County Lobbyist Ordinance. Landlord is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.
- D. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Landlord, and wherever the context permits or requires, the successors in interest to the Tenant.
- E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Landlord and Tenant.
- F. Enforcement. This Agreement may be enforced by any of the Parties. Enforcement of this Agreement may be by any proceeding in law or in equity against any person or persons or entity or entities violating or attempting to violate any of the provisions of this Agreement, and may seek to enjoin or prevent them from doing so, to cause any violation to be remedied and/or recover damages for any violation. The rights, powers, privileges and remedies of the Parties provided herein are cumulative and not exclusive of any right, power, privilege or remedy provided by law or in equity.
- G. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally delivered by

courier or overnight delivery service or mailed, certified or registered mail, return receipt requested, to the Parties at the following addresses:

If to Tenant:

County of Los Angeles
Chief Executive Office-Real Estate Division
320 West Temple St, 7th Floor
Los Angeles, California 90012
Attention: Senior Manager

If to Landlord:

System Property Dev. Co. Inc.
14724 Ventura Blvd. #700
Sherman Oaks, CA 91403

Personally and courier delivered notices shall be deemed given upon actual personal delivery to designated address of the intended recipient. Mailed notices shall be deemed given upon the date of actual receipt as evidenced by the return receipt. Any address for notice may be changed from time to time by written notice to the other Parties.

- H. Waivers. No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. No waiver by a Party of any one provision in this Agreement shall be deemed a waiver of any other provision herein at the same or any other time. Any delay in providing any Party with any notice of a breach or default of this Agreement shall not constitute a waiver of any such breach or default.
- I. Severability. The provisions of this Agreement are contractual, and not mere recitals, and shall be considered severable, so that if any provision or part of this Agreement shall at any time be held invalid, illegal or unenforceable, that provision or part thereof shall remain in force and effect to the extent allowed by law, and all other provisions of this Agreement shall remain in full force and effect, and be enforceable; provided, however, that the foregoing shall not apply if the invalid, illegal or unenforceable provision provided a material portion of the consideration to a Party with respect to its entry into this Agreement.
- J. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.
- K. No Presumption re Drafter. The Parties acknowledge and agree that the provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflect their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

- L. No Partnership or Other Special Relationship. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with one another.
- M. Exhibits. All Exhibits attached hereto are incorporated herein by this reference and made a part of this Agreement.
- N. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, except for its choice of law provisions. Jurisdiction and venue is proper only in a state or federal court located in Los Angeles County, California.
- O. Counterparts; Electronic Signatures. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement based on the foregoing forms of signature. If this Agreement 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.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

SYSTEM PROPERTY DEVELOPMENT COMPANY, INC, a California corporation

By: Jeff Griswold
Name: Jeff Griswold
Title: Chief Operating Officer

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

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Roberto Saldaña
Senior Deputy

EXHIBIT A

SITE PLAN

