



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** October 22, 2025

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** Michelle Vega, 5<sup>th</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055**

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov).**

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

## 3. BOARD MOTION ITEM(S):

A) SD1 - UPDATING THE COUNTYWIDE LAND ACKNOWLEDGEMENT

- B) SD1 & SD3 - LABOR PEACE FOR JANITORIAL AND SECURITY SERVICE WORKERS AT COUNTY FACILITIES
- C) SD4 - ENDING VETERAN HOMELESSNESS IN LOS ANGELES COUNTY BY 2028

#### **4. DISCUSSION ITEM(S):**

- A) Board Memo:  
ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE AGREEMENT WITH CLINISYS, INC. DATABASE SOFTWARE CORPORATION FOR PROVISION OF INTEGRATED REPORTING, INVESTIGATION, AND SURVEILLANCE SYSTEM  
DPH/CIO - Marshall Ramsey, Departmental Chief Information Officer and Patricia Araki, Staff Analyst, Strategic Product Management
- B) Board Letter:  
AUTHORIZATION FOR THE ASSESSOR TO AMEND SOLE SOURCE AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE CONTINUOUS SUPPORT FOR THE DEVELOPMENT OF PHASE V OF THE ASSESSOR MODERNIZATION PROJECT (AMP)  
ASR/CIO - Kevin Lechner, Departmental Chief Information Officer
- C) Board Letter:  
APPROVAL TO DISTRIBUTE 100 HEWLETT PACKARD PRINTERS  
ISD - Sabra Johnson, General Manager and Cynthia De La Cruz, Administrative Manager X
- D) Board Letter:  
SEVEN-YEAR LEASE  
DEPARTMENT OF MENTAL HEALTH  
3333 WILSHIRE BOULEVARD, LOS ANGELES  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- E) Board Letter:  
NOTICE OF INTENTION TO PURCHASE  
PURCHASE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 70220  
APPROPRIATION ADJUSTMENT  
35119 80TH STREET EAST, LITTLEROCK (AKA LITTLEROCK LIBRARY)  
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned

- F) Board Letter:  
NOTICE OF INTENTION TO PURCHASE  
PURCHASE AGREEMENT  
TWO YEAR LICENSE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 7A001  
2615 WEST 8TH STREET/741 SOUTH CORONADO, LOS ANGELES  
CEO/RE – Michael G. Rodriguez, Section Chief, County-owned
- G) Board Letter:  
NOTICE OF INTENTION TO PURCHASE  
PURCHASE AGREEMENT  
TWO YEAR LICENSE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 7A007  
1101-1157 LONG BEACH BOULEVARD, LONG BEACH  
CEO/RE - Michael G. Rodriguez, Section Chief, County-owned

**5. PRESENTATION ITEM(S):**

None

**6. ADJOURNMENT**

**UPCOMING ITEMS FOR OCTOBER 29, 2025:**

- A) REQUEST TO EXECUTE SOLE SOURCE AMENDMENT WITH NEUMO COLUMBIA ULTIMATE, LLC FOR COLLECTIONS AND ACCOUNTS RECEIVABLE SYSTEM  
TTC - Deondria Barajas, Assistant TTC, Tax Branch and  
Vibiana Navarro, Administrative Deputy
- B) APPROVAL OF A CONTRACT AMENDMENT AND DELEGATED AUTHORITY TO ENTER INTO FUTURE AMENDMENTS FOR SHORT-TERM DISABILITY, LONGTERM DISABILITY, AND SURVIVOR BENEFIT CLAIMS THIRD-PARTY ADMINISTRATION SERVICES WITH SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.  
DHR - Maggie Martinez, Assistant Director, Employee Benefits Division
- C) REQUEST FOR APPROVAL AND AWARD OF CONSULTING AND PROFESSIONAL SERVICES MASTER AGREEMENTS AND WORK ORDERS BOS/EO - Zuleyda Santana, Administrative Deputy
- D) BOND ANTICIPATION NOTES  
AUTHORIZATION AND REIMBURSEMENT RESOLUTION  
CEO/ASSET MANAGEMENT - Lilly Qi, Principal Analyst

- E) FIFTEEN YEAR LEASE  
CHILD SUPPORT SERVICES DEPARTMENT  
5500 SOUTH EASTERN AVENUE, COMMERCE  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- F) TEN-YEAR LEASE AMENDMENT  
SHERIFF'S DEPARTMENT  
9100 SOUTH SEPULVEDA BOULEVARD, LOS ANGELES  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
- G) EIGHT-YEAR LEASE AMENDMENT  
DEPARTMENT OF MENTAL HEALTH  
12440 IMPERIAL HIGHWAY, NORWALK, CA  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE  
OPERATIONS CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL  
AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

[OPS\\_CLUSTER\\_COMMENTS@CEO.LACOUNTY.GOV](mailto:OPS_CLUSTER_COMMENTS@CEO.LACOUNTY.GOV)



MOTION BY SUPERVISOR HILDA L. SOLIS

November 4, 2025

**Updating the Countywide Land Acknowledgement**

A Land Acknowledgment is a statement that recognizes an area’s original inhabitants who have been forcibly dispossessed of their homelands. It is a step toward acknowledging the historical and ongoing impacts these communities have endured. In recent years, institutions—particularly colleges, universities, and cultural organizations—have increasingly adopted Land Acknowledgments. While still relatively uncommon among city, county, and state governments in the United States, Land Acknowledgments are a long-standing protocol within Native communities and are standard practice in countries such as Australia and Canada.

A lack of federal recognition, compounded by various County policies and procedures, has resulted in significant land access issues for local tribal communities. These include barriers to using land for cultural and ceremonial purposes such as gathering plant material or visiting sacred or culturally significant sites. For Native people, access to land is directly tied to the free exercise of culture and religion, as many practices are inextricably connected to specific landscapes. Ancestral homelands and particular locations are often integral to a Tribe’s identity, and meaningful cultural

**MOTION**

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| Solis    | _____ |
| Mitchell | _____ |
| Horvath  | _____ |
| Hahn     | _____ |
| Barger   | _____ |

MOTION BY SUPERVISOR HILDA L. SOLIS

November 4, 2025

**Updating the Countywide Land Acknowledgement**

and religious expression may be effectively prohibited without access to these areas.

On October 3, 2017, the Los Angeles County Board of Supervisors (Board) passed a motion, authored by Supervisor Hilda L. Solis, directing County Counsel to “create an ordinance to remove all references to Columbus Day as an official County holiday and recognize Indigenous Peoples Day instead.” The Board formally adopted the ordinance on May 1, 2018.

On October 5, 2021, the Board directed the Los Angeles County Department of Arts and Culture (Arts and Culture) to collaborate with the Los Angeles City/County Native American Indian Commission (LANAIC) to:

- Hire a consultant to develop Land Acknowledgment and Land Access policies, protocols, and toolkits for Los Angeles County, in accordance with the Countywide Cultural Policy, and to gather input on how the County has harmed local tribal nations.
- Fund honorariums to compensate tribal leaders or their designees for their time and expertise.

Twenty-two tribal nations—generally from five ancestral communities with ties to the Los Angeles County region as identified by the State of California Native American Heritage Commission (NAHC)—were invited to participate. Seven Tribes with traditional lands intersecting Los Angeles County expressed interest in the effort.

Between April 15 and September 30, 2022, four facilitated sessions were held with tribal leaders from six local Tribes. These sessions focused on the development of

MOTION BY SUPERVISOR HILDA L. SOLIS

November 4, 2025

**Updating the Countywide Land Acknowledgement**

a Land Acknowledgment policy, protocol, and toolkit for the County. The LANAIC and Arts and Culture undertook a multi-step process, shaped by the input and guidance of these tribal leaders and their communities. Throughout this effort, participants provided essential feedback on what should be included in a formal Countywide Land Acknowledgment and how it should be used.

On October 18, 2022, the LANAIC approved language for a Countywide Land Acknowledgment. The following day, the LANAIC and Arts and Culture transmitted that language to the Board for adoption, in accordance with a motion from October 4, 2022, authored by Supervisor Solis. On November 1, 2022, the Board of Supervisors officially adopted the Countywide Land Acknowledgment.

Since then, the San Manuel Band of Mission Indians has officially changed its name to the Yuhaaviatam of San Manuel Nation. Additionally, during the development of the Land Acknowledgment Toolkit, several Tribes from Los Angeles County listed by the California NAHC requested to be added to the Countywide Land Acknowledgment. In alignment with the Countywide Cultural Policy and the County's commitment to strengthening its relationship with local Tribes, the current Countywide Land Acknowledgment must be updated to reflect these changes.

**I, THEREFORE, MOVE** that the Board of Supervisors adopt the following language to be used as a formal Land Acknowledgment for the County of Los Angeles and, effective on December 1, 2025, open all public meetings with the following Countywide Land Acknowledgment, to be verbally announced and displayed visually:

MOTION BY SUPERVISOR HILDA L. SOLIS

November 4, 2025

**Updating the Countywide Land Acknowledgement**

*The County of Los Angeles recognizes that we occupy land originally and still inhabited and cared for by the Tongva, Tataviam, Serrano, Kizh, and Chumash Peoples. We honor and pay respect to their elders and descendants -- past, present, and emerging -- as they continue their stewardship of these lands and waters. We acknowledge that settler colonization resulted in land seizure, disease, subjugation, slavery, relocation, broken promises, genocide, and multigenerational trauma. This acknowledgment demonstrates our responsibility and commitment to truth, healing, and reconciliation and to elevating the stories, culture, and community of the original inhabitants of Los Angeles County. We are grateful to have the opportunity to live and work on these ancestral lands. We are dedicated to growing and sustaining relationships with Native peoples and local tribal governments, including (in no particular order) the*

*Fernandeño Tataviam Band of Mission Indians**Gabrielino Tongva Indians of California Tribal Council**Gabrielino/Tongva San Gabriel Band of Mission Indians**Gabrieleño Band of Mission Indians - Kizh Nation**~~San Manuel Band of Mission Indians~~ Yuhaaviatam of San Manuel Nation**San Fernando Band of Mission Indians**Coastal Band of Chumash Nation**Gabrielino/Tongva Nation**Gabrielino Tongva Tribe*

*To learn more about the First Peoples of Los Angeles County, please visit the Los Angeles City/County Native American Indian Commission website at [lanaic.lacounty.gov](http://lanaic.lacounty.gov).*

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HLS:ko

AGN. NO. \_\_\_\_\_

MOTION BY SUPERVISORS HILDA L. SOLIS

November 4, 2025

AND LINDSEY P. HORVATH

**Labor Peace For Janitorial and Security Service Workers at County Facilities**

Los Angeles County has long championed policies that promote economic opportunity, equity, and labor stability for workers across our communities. On January 5, 2016, the Board of Supervisors adopted a motion by Supervisors Hilda L. Solis and Sheila Kuehl requiring Labor Peace Agreements for certain service contracts on County property—including concessions, cleaning, cafeteria, and security services—and advancing workforce equity through living wage standards, worker retention, targeted hiring, and partnerships with social enterprises and transitional job programs.

On March 10, 2020, the Board expanded this framework through a motion by Supervisors Solis and Janice Hahn, directing the Chief Executive Officer and relevant departments to require Labor Peace Agreements as a material condition for entering into new, amended, or renewed leases, licenses, or concession agreements on County-owned or operated property that generate revenue for the County. This policy was designed to protect the County’s financial interests by minimizing disruptions caused by

**MOTION**

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| Hahn     | _____ |
| Barger   | _____ |

MOTION BY SUPERVISORS HILDA L. SOLIS

November 4, 2025

AND LINDSEY P. HORVATH

**Labor Peace For Janitorial and Security Service Workers at County Facilities**

labor disputes in hospitality-related operations.

Building on these policies, and in alignment with the County's commitment to uninterrupted public service, this motion strengthens labor peace requirements for janitorial and security workers—many of whom are immigrants, women, and people of color—who maintain the health, safety, and functionality of County-owned facilities.

Labor Peace Agreements help ensure continuity of services, reduce the risk of labor disputes, and foster collaborative relationships between employers and unions. As the County continues to expand its use of Proposition A contracts for facility services, it is imperative that labor peace protections be consistently applied to safeguard both service quality and worker rights.

**WE, THEREFORE, MOVE** that the Board of Supervisors:

1. Direct the Chief Executive Officer (CEO), in consultation with the Department of Internal Services, County Counsel, and relevant departments, to develop a Labor Peace Agreement and Worker Retention policy applicable to all Proposition A contracts involving janitorial and security services at County-owned or County-managed facilities. The policy shall require that:
  - Evidence of a Labor Peace Agreement be furnished prior to a vendor being awarded a new contract for services, including extensions of existing service contracts and, when applicable, prior to commencing new work under an existing janitorial or security service contract.

MOTION BY SUPERVISORS HILDA L. SOLIS

November 4, 2025

AND LINDSEY P. HORVATH

**Labor Peace For Janitorial and Security Service Workers at County Facilities**

- Labor Peace Agreement requirements and a 90-day Worker Retention provisions, modeled after the County's recently adopted Right of Retention ordinance and the California Displaced Janitor Opportunity Act, be incorporated into all open and future Requests for Proposals (RFPs), contract extensions, and expansions of scope for existing contracts, where applicable. The policy should include thresholds for minor scope changes to ensure departments can respond to urgent or small-scale service needs without delay.
2. Instruct the CEO to report back to the Board in writing in 90 days with:
    - A proposed draft Labor Peace Agreement and Worker Retention policy for janitorial and security services, including definitions, applicability criteria, and enforcement mechanisms.
    - An implementation plan outlining how the policy will be integrated into County procurement processes, including timelines, operational protocols, enforcement mechanisms, and stakeholder engagement.
  3. Direct the CEO to include in the report an analysis of potential fiscal and operational impacts, and to consult with labor organizations, including SEIU United Service Workers West (USWW), to ensure the policy reflects best practices in labor stability and service continuity.

AGN. NO. \_\_\_\_\_

MOTION BY SUPERVISORS HILDA L. SOLIS

November 4, 2025

AND LINDSEY P. HORVATH

**Labor Peace For Janitorial and Security Service Workers at County Facilities**

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**MOTION BY SUPERVISOR JANICE HAHN**

AGN. NO.  
November 4, 2025

**Ending Veteran Homelessness in Los Angeles County by 2028**

On January 10, 2023, the Los Angeles County Board of Supervisors (Board) declared a local emergency on homelessness, acknowledging both the scale and urgency of the crisis its scale and urgency. This was followed by a February 7, 2023 directive instructing the Department of Military and Veterans Affairs (MVA), in coordination with the Chief Executive Office (CEO), to examine barriers impacting the County’s ability to serve veterans experiencing homelessness. The intent was not simply to study the issue, but to begin addressing the systemic inefficiencies and institutional siloes that have long hindered efforts to reach and support unhoused veterans, initiating a process focused on breaking through bureaucratic fragmentation and creating a coordinated, accountable, and responsive system. The goal is to dismantle systemic inefficiencies and siloes and to build a coordinated, accountable, and responsive system.

The MVA and CEO engaged state and federal partners — including CalVet and the U.S. Department of Veterans Affairs (VA) — to improve coordination, streamline services, and expand access to housing. The process confirmed that fragmentation in service delivery remains a major obstacle. Unhoused veterans face compounding challenges: service-related trauma, mental health conditions, disabilities, and administrative barriers.

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These challenges are worsened by inconsistent program eligibility, uncoordinated entry points, and lack of essential documentation — resulting in avoidable delays.

These barriers are especially acute for Black and Latino veterans concentrated in economically disadvantaged areas. According to the 2023 American Community Survey's (ACS) 5-Year Estimates, communities like Compton Community College District (CCD), Inglewood CCD, and South Gate-East Los Angeles CCD report veteran unemployment rates of 6.5% to over 9%, poverty rates up to 17.6%, and disability rates as high as 35.9%. These areas are also underserved by VA medical centers and ambulatory care services, limiting access for low-income, transit-dependent veterans.

In response, MVA joined the VA's One Team initiative — a pilot program designed to eliminate siloes through coordinated action. The VA and MVA aligned stakeholders, housing staff, and service providers to accelerate placements. Since launch of the pilot program, permanent housing placements increased by 43% and veteran homelessness decreased by 22.9%, with the number of unhoused veterans dropping from 3,878 in 2023 to 2,991 in 2024.

With the passage of Proposition 1 and Mental Health Services Act (MHSA) reform, California now has dedicated funds to support housing for veterans with mental health and substance use challenges. Measure A has further galvanized momentum, prompting the Los Angeles County Veteran Advisory Commission to formally request Board support for MVA's homelessness strategy.

To sustain progress, coordination must extend beyond VA eligible housing. Employment and healthcare access are critical — especially in communities where economic exclusion and limited care define veteran life. Veterans lacking meaningful employment or affordable healthcare are at heightened risk for chronic homelessness.

Significant strides have been made through America's Job Centers of California (AJCC), who offers employment services through more than 15 federal, state, and local programs. In 2017, LA County established a dedicated Veterans AJCC at Bob Hope Patriotic Hall. A new pilot is co-locating County workforce services at the West LA VA Medical Center, bringing AJCC staff onsite to streamline access to employment, training, and support.

Still, the County must further align employment programs with housing, health, and mental health systems. Opportunities exist to expand outreach and uptake of economic mobility services, including entrepreneurship and small business support.

A centralized County-level approach is essential to align employment programs under a veteran-focused framework that complements state and federal efforts. County investments should fill gaps where eligibility exclusions or access barriers prevent veterans from receiving assistance.

Throughout this process, MVA has worked to align its internal structure and resources. Their May 30, 2023 report to the Board identified opportunities to better coordinate systems — such as using County-owned properties for veteran housing, centralizing intake, and standardizing veteran status documentation. The plan also called for aligning employment and housing services to close eligibility gaps.

Veteran homelessness remains a critical issue. The 2024 Point-in-Time count indicated there were 2,991 unhoused veterans and LAHSA's by name list identified 1,530 unhoused veterans. With the County's emergency declaration and early pilot results, we know progress is possible by combining a coordinated strategy, MVA leadership, and better use of existing tools, ending veteran homelessness by 2028 is achievable.

County systems must reinforce — not compete with — state and federal programs.

By centering coordination around MVA, aligning systems and funding, and holding partners accountable, the County can ensure no veteran is left behind.

**I, THEREFORE, MOVE** that the Board of Supervisors:

1. Direct the Director of the Department of Homeless Services and Housing (HSH) to collaborate with the Director of MVA to establish a responsive system that effectively serves veterans in collaboration with all relevant stakeholders;
2. Direct the Director of MVA to ensure:
  - a. In collaboration with CEO and County Counsel, develop and recommend County-sponsored legislative or regulatory changes to remove systemic barriers and enhance service access for veterans experiencing homelessness;
  - b. Partner with CalVet and key stakeholders to pursue equitable allocation of Proposition 1 funds and ensure targeted investments in housing, behavioral health, and employment supports for veterans.
3. Grant delegated authority to the Director of MVA, in coordination with LACDA, to pursue and execute a collaborative case management agreement with VA to enable self-referral to the HUD Veterans Affairs Supportive Housing (VASH) program or any federal program aimed at addressing veterans experiencing homelessness;
  - a. The agreement shall authorize MVA and its contracted partners to make direct referrals to HUD-VASH and deliver coordinated housing navigation in partnership with VA housing staff;
    - i. Execution of the agreement and any necessary amendments shall be reviewed and approved by County Counsel;
  - b. MVA and LACDA shall establish a standardized HUD-VASH exit reason dataset across all local housing authorities;

- i. Support consistent data collection, improve retention analysis, and drive system-level adjustments aimed at reducing returns to homelessness among veterans;
- 4. Direct the Director of HSH, Director of MVA, Director of DMH, and Chief Executive Officer (CEO), in coordination with relevant County departments responsible for housing policy and development, to report back in writing within 180 days with a countywide strategy to end veteran homelessness;
  - a. Provide a framework of the plan that ensures alignment across systems and jurisdictions;
  - b. Assess opportunities to secure additional funding to support ending veteran homelessness including, but not limited to, HomeKey+, Proposition 1 to expand housing and services for veterans;
    - i. Prioritize models that reduce administrative overhead, increase access, and eliminate redundancy in service delivery;
    - ii. Provide recommendations, in coordination with the Departments of Mental Health and Public Health, to address non-VA eligible veterans experiencing homelessness with behavioral health and substance use needs;
  - c. Recommend a countywide strategy for coordinated entry that aligns VA, LAHSA, housing authorities, CoCs, and city jurisdictions under a unified veteran referral and engagement system;
  - d. Recommend opportunities to scale peer navigation, housing stabilization, and transportation services for veterans across all regions of the County, with needs

assessments informed by geographic data, veteran demographics, and housing gaps;

- e. Develop metrics and targets aligned to federal, state, and local funding requirements, with a phased implementation structure that allows for quarterly progress reviews and mid-course corrections;
  - i. CIO shall lead the development of veteran-specific data governance standards and performance metrics in consultation with HSH and MVA to ensure alignment and accountability across systems;
- 5. Direct the CEO-Real Estate Division, the Los Angeles County Development Authority (LACDA), and MVA to conduct an inventory and assessment of County-owned sites suitable for veteran housing development;
  - a. The assessment shall include potential alignment with HomeKey+, Proposition 1, or other capital investment opportunities;
    - i. Any potential HomeKey+ efforts shall require collaboration with the respective Supervisorial District to ensure proper engagement with relevant jurisdictions;
- 6. Direct MVA and LAHSA, in partnership with the VA, to develop a real-time veteran-specific dashboard and by-name list; the dashboard shall serve as a centralized tool to support coordinated case management, housing navigation, and cross-agency resource planning with a report back in 180 days;
- 7. Direct the Director of MVA in coordination with Director of HSH to create a funding framework to support the long-term sustainability of the County's veteran homelessness strategy;
- 8. Direct MVA to evaluate and report back within 120 days on opportunities to establish

a veteran logistics and outreach center, developed through public-private partnership, to support engagement, fulfillment of basic needs, storage and distribution of donations, and accommodations for veterans with pets;

- a. The evaluation shall include operational planning, site location analysis, nonprofit and private-sector collaboration options, and integration into the broader County homelessness infrastructure;
- b. In collaboration with the Center for Strategic Partnerships, explore philanthropic and cross-sector investment opportunities to enhance housing navigation and wraparound services for veterans.

**I, FURTHER, MOVE** that the Board of Supervisors:

1. Direct the Department of Economic Opportunity (DEO), in collaboration with the Department of Military and Veterans Affairs (MVA), to report back in writing within 180 days with an assessment and recommendations for developing a Countywide Veterans Employment and Economic Mobility Strategy that is fully aligned with the broader veteran centralization and veteran homelessness response;
  - a. The report shall include a full accounting of existing workforce and employment funding streams (including WIOA, EDD, and AJCC programs) and assess gaps, overlaps, and areas for veteran-specific alignment including immediate opportunities across WIOA, Measure A, and philanthropic sources to sustain veteran workforce initiatives. DEO and MVA shall assess feasibility of co-locating AJCC services at veteran-serving hubs in high-need regions such as Inglewood, Compton, and South Gate-East Los Angeles, with priority given to culturally responsive staffing and peer mentorship, and a recommended model that strengthens housing and employment service integration and outcomes

- for veterans. Evaluate sector-based training partnerships with trade unions, community colleges, and apprenticeship programs and recommend scalable models for connecting underserved veterans to living-wage employment in high-growth industries with career advancement opportunities.
- b. Include performance tracking recommendations, alignment with the veteran dashboard, and governance models to ensure integration with the County's broader housing and economic mobility efforts and ensure AJCC service data is integrated into the veteran dashboard to track employment outcomes, credential attainment, sector placements, and wage progression.
  - c. Assess opportunities to further entrepreneurship, small business and other economic mobility services to support employment and wealth generation for veterans.

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JH:is



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                        |                        |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                             |                        |
| <b>BOARD MEETING DATE</b>                                                                         | N/A                                                                                                                                                                                                                                                                                                                                                                                                    |                        |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                   |                        |
| <b>DEPARTMENT(S)</b>                                                                              | Public Health                                                                                                                                                                                                                                                                                                                                                                                          |                        |
| <b>SUBJECT</b>                                                                                    | Notification of Intent to execute a sole source (SS) agreement with Clinisys, Inc. for the provision of the Integrated Reporting, Investigation, and Surveillance System (IRIS).                                                                                                                                                                                                                       |                        |
| <b>PROGRAM</b>                                                                                    | Division of Medical and Dental Affairs, Disease Control Informatics Branch                                                                                                                                                                                                                                                                                                                             |                        |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                    |                        |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain why: Clinisys, Inc. maintains, hosts, modifies, and provides the IRIS software to enable Public Health to centrally conduct disease surveillance and outbreak investigations.                                                                                                                            |                        |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable<br><br><b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>                                                                                       |                        |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                | Amendment needs to be executed by May 10, 2026 to avoid gaps in services.                                                                                                                                                                                                                                                                                                                              |                        |
| <b>COST &amp; FUNDING</b>                                                                         | Total cost:<br>\$ N/A                                                                                                                                                                                                                                                                                                                                                                                  | Funding source:<br>N/A |
|                                                                                                   | TERMS (if applicable): May 10, 2026 through May 9, 2028, with delegated authority to extend the term through May 9, 2029.                                                                                                                                                                                                                                                                              |                        |
|                                                                                                   | Explanation:                                                                                                                                                                                                                                                                                                                                                                                           |                        |
| <b>PURPOSE OF REQUEST</b>                                                                         | Public Health is requesting to execute an amendment to a SS agreement with Clinisys, Inc. for the provision of IRIS, to extend the term effective May 10, 2026 - May 9, 2028.                                                                                                                                                                                                                          |                        |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | This amendment allows IRIS to continue serving as a single integrated reporting, case management, and surveillance system for Public Health programs, while Public Health effectively negotiates an agreement with, and onboards onto the California Department of Public Health's Future Disease Surveillance System.                                                                                 |                        |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain how: IRIS is a platform for programs to access current health data reported by private providers and laboratories to help assess and support the equity needs of LAC residents.                                                                                                                          |                        |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how: 2. Alliance for Health Integration. IRIS is used to manage the data of incoming communicable disease reports, epidemiological investigations, outbreak investigations, foodborne illness reports, animal bite and disease investigations, and electronic laboratory reports. |                        |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Name, Title, Phone # & Email: (1) Joshua Bobrowsky, Director Government Affairs, Public Health, (213) 288-7871, jbobrowsky@ph.lacounty.gov<br>(2) Naman Shah, MD, PhD, Director, Division of Medical and Dental Affairs, (213) 288-8582, nshah@ph.lacounty.gov                                                                                                                                         |                        |



**BARBARA FERRER, Ph.D., M.P.H., M.Ed.**  
Director

**MUNTU DAVIS, M.D., M.P.H.**  
County Health Officer

**ANISH P. MAHAJAN, M.D., M.S., M.P.H.**  
Chief Deputy Director

313 North Figueroa Street, Room 806  
Los Angeles, California 90012  
TEL (213) 288-8117 • FAX (213) 975-1273

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)



**BOARD OF SUPERVISORS**

**Hilda L. Solis**  
First District

**Holly J. Mitchell**  
Second District

**Lindsey P. Horvath**  
Third District

**Janice Hahn**  
Fourth District

**Kathryn Barger**  
Fifth District

<Date>

TO: Each Supervisor

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND A SOLE SOURCE AGREEMENT WITH CLINISYS, INC., DATABASE SOFTWARE CORPORATION FOR PROVISION OF INTEGRATED REPORTING, INVESTIGATION, AND SURVEILLANCE SYSTEM**

This is to notify you that the Department of Public Health (Public Health) intends to request your Board's approval to extend the term of a sole source contract with Clinisys, Inc., Contract Number PH-001629 for the provision of Integrated Reporting, Investigation, and Surveillance System (IRIS) software, for the period effective May 10, 2026 through May 9, 2028, with delegated authority to extend the term through May 9, 2029.

This notice is being sent in accordance with Board Policy 5.100, which states that County of Los Angeles departments that intend to request Board approval to extend the term of an existing contract when departments do not have delegated authority to execute such amendments must provide advance written notice to your Board at least six months prior to the expiration of the contract.

## **Background**

On May 10, 2011, your Board approved Agreement Number PH-001629, a sole source software and services agreement with Atlas Database Software Corporation dba ATLAS Development Corporations (Atlas) for Visual Confidential Morbidity Reporting (vCMR) system.

On July 10, 2018, your Board approved amendment to Agreement Number PH-001629 with Atlas for the provision of Integrated Reporting, Investigation, and Surveillance System (IRIS) which expanded vCMR system to service as a single integrated reporting, case management and surveillance system for Public Health Programs including Tuberculosis Control Program, the Division of HIV and STD Programs, Community Health Services, and Public Health Investigation Administration.

On March 29, 2019, I notified your Board of use of delegating to execute an amendment that approves a merger and assignment of the rights and delegates the duties of Atlas to Sunquest Information Systems, Inc.

On September 29, 2022, I notified your Board of use of delegating to execute an amendment to change organization name from Sunquest Information Systems, Inc. to Clinisys, Inc.

### **Justification to Extend Sole Source Agreement**

The IRIS software continues to be a proprietary product, originally designed by Atlas (now Clinisys, Inc.) for Public Health in accordance with Public Health's requirements. Therefore, there are no other vendors that can provide this software. Clinisys, Inc. maintains, hosts, modifies, and provides the IRIS software to enable Public Health to centrally conduct disease surveillance and outbreak investigations. Over the years, the IRIS software has been enhanced to support specific Public Health processes related to the management of incoming communicable disease reports, outbreak investigations, foodborne illness reports, and electronic laboratory reports.

The extension will allow Clinisys, Inc. to continue providing ongoing system maintenance, support, and hosting in support of Public Health's epidemiological and outbreak investigation operations, as well as add additional pool dollars to pay for upgrade/patch support or enhancement, fix, and customization development work with respect to IRIS. This extension would also allow IRIS to continue serving as a single integrated reporting, case management, and surveillance system for Public Health programs, while Public Health effectively negotiates an agreement with and onboards onto the California Department of Public Health's (CDPH) future disease surveillance system (FDSS), for which a request for proposal was just released on August 7, 2025. CDPH anticipates use of the new system beginning sometime in 2027. However, as jurisdictions will be onboarded in phases, it is not clear exactly when the system will be available for Public Health's use. Furthermore, delays in the CDPH procurement process are possible.

### **Impact to Public Health if Sole Source Contract is not Extended**

Failure to extend the terms of the agreement would significantly impede Public Health's operations, specifically, Public Health will be unable to maintain critical data collection necessary for timely and effective epidemiological investigations and outbreak response. This disruption would compromise grant compliance, impair Public Health's ability to modernize surveillance infrastructure - stifling progress towards improved and cohesive health data systems, and obstruct progress in disease surveillance, detection, and reporting activities. This could result in the loss of Centers for Disease Control and Prevention (CDC) grant funding and require Public Health to continue to maintain a redundant legacy surveillance system.

### **Alternative Plan**

There is no viable alternative plan for the IRIS software.

### **Timeline**

The Board letter requesting authorization to extend the term of this agreement is anticipated to be presented to your Board in April 2026. If approved, this agreement will be extended through May 9, 2028, with delegated authority for an option to extend an additional year through May 9, 2029.

If you have any questions or require additional information, please let me know.

BF:bgc  
#08304

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                           |                                                                           |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                |                                                                           |
| <b>BOARD MEETING DATE</b>                                                                         | 11/12/2025                                                                                                                                                                                                                                                                                                                                                |                                                                           |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                      |                                                                           |
| <b>DEPARTMENT(S)</b>                                                                              | Office of the Assessor (Assessor)                                                                                                                                                                                                                                                                                                                         |                                                                           |
| <b>SUBJECT</b>                                                                                    | Authorization for the Assessor to Amend Sole Source Agreement with Oracle America, Inc. (Oracle) to Provide Continuous Support for the Development of Phase V of the Assessor Modernization Project (AMP)                                                                                                                                                 |                                                                           |
| <b>PROGRAM</b>                                                                                    | N/A                                                                                                                                                                                                                                                                                                                                                       |                                                                           |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                       |                                                                           |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                       |                                                                           |
|                                                                                                   | If Yes, please explain why: The Amendment is an extension of current Sole Source Agreement for AMP Phase V. Maintaining the same vendor is critical for the project to remain on track. Introducing a new vendor to the ongoing AMP project would introduce new risk, significantly disrupt the project process, create major delays, and increase costs. |                                                                           |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable                                                                                                                                                                                                                                                                      |                                                                           |
|                                                                                                   | <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>                                                                                                                                      |                                                                           |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                | AMP Phase V is scheduled to end November 2025.                                                                                                                                                                                                                                                                                                            |                                                                           |
| <b>COST &amp; FUNDING</b>                                                                         | Total cost:<br>\$ 7,000,000                                                                                                                                                                                                                                                                                                                               | Funding source:<br>Funding is included in FY 2025-26 Final Adopted Budget |
|                                                                                                   | TERMS (if applicable):                                                                                                                                                                                                                                                                                                                                    |                                                                           |
|                                                                                                   | Explanation: The Amendment will reestablish operational stabilization of AMP as initially intended in Phase V and allow for continued knowledge transfer, development and support services to stabilize and improve AMP functionality and performance.                                                                                                    |                                                                           |
| <b>PURPOSE OF REQUEST</b>                                                                         | Due to the 2025 California wildfires, significant project scope was redirected. The Amendment is necessary to reestablish operational stabilization of AMP as initially intended in Phase V. The Amendment will extend the term for Phase V, provide additional scope with increase in Maximum Contract Sum, and make changes as operationally necessary. |                                                                           |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | AMP is a five-phase agile development project that began in 2015 using Oracle as the sole contractor. Four (4) of the phases have been successfully completed. Phase V is scheduled to end November 2025.                                                                                                                                                 |                                                                           |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:                                                                                                                                                                                                                                                        |                                                                           |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:                                                                                                                                                                                                                                 |                                                                           |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Name, Title, Phone # & Email:<br><ul style="list-style-type: none"> <li>Kevin Lechner, DCIO II, 213-407-2075, <a href="mailto:KLechner@assessor.lacounty.gov">KLechner@assessor.lacounty.gov</a></li> </ul>                                                                                                                                               |                                                                           |



**JEFFREY PRANG**  
ASSESSOR  
**COUNTY OF LOS ANGELES**  
500 WEST TEMPLE STREET, ROOM 320  
LOS ANGELES, CALIFORNIA 90012-2770  
assessor.lacounty.gov  
(213) 974-3101



November 12, 2025

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

Dear Supervisors:

**AUTHORIZATION FOR THE ASSESSOR TO AMEND SOLE SOURCE  
AGREEMENT WITH ORACLE AMERICA, INC. (ORACLE) TO PROVIDE  
CONTINUOUS SUPPORT FOR THE DEVELOPMENT OF PHASE V OF THE  
ASSESSOR MODERNIZATION PROJECT (AMP)  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X)**

**SUBJECT:**

Request to delegate authority to the Assessor, or his designee, to execute Amendment One (1) to Sole Source Agreement with Oracle America, Inc. (Oracle) to (i) extend the term, (ii) provide additional scope and support with an increase in Maximum Contract Sum, and (iii) make changes as operationally necessary to provide continuous support for the development of Phase V of the Assessor Modernization Project (AMP).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Assessor, or designee, to execute an Amendment (substantially similar to Enclosure A) to its AMP Phase V Agreement with Oracle, effective upon execution, to: (i) extend the Phase V schedule, (ii) provide additional scope for the development of Phase V until July 31, 2026 for an additional cost not to exceed \$7,000,000, for a new total agreement sum of \$20,200,000, and (iii) make changes to the Statement of Work as operationally necessary.

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

### **BACKGROUND**

Over the last several years, the Assessor executed modernization efforts aimed at replacing its legacy system environment via the development of an integrated property assessment replacement system known as AMP. AMP is a five (5) phase agile software development project being co-developed with Oracle.

On June 16, 2015, your Board authorized the first Work Order for AMP under the Master Service Agreement with Oracle to develop Phase I, which produced the overall enterprise architecture and foundation for AMP. On November 9, 2016, your Board authorized Phase II of AMP, which built on the groundwork developed in Phase I and provided additional functional components. On May 29, 2018, your Board authorized Phase III of AMP, which continued the development of key processes designed to intake, manage and initiate data and documents to support new AMP business processes, and further laid the architectural and technical foundation for Phase IV. On October 29, 2019, your Board authorized Phase IV of AMP, which involved the development of new business functionalities and system processes to decommission the Assessor's mainframe known as the Property Database. Your Board approved subsequent Amendments to Phase IV extending the development and testing schedule and increasing scope to provide extended operational support and stabilization services for AMP. On August 5, 2024, the Assessor decommissioned its mainframe and cut over to AMP.

In November 2024, the Assessor completed Phase IV of AMP, and your Board approved Phase V, the final phase of AMP which extended operational support and stabilization services for AMP through November 2025. The intended scope of Phase V was to provide software development, knowledge transfer and operational support to stabilize AMP while providing design and architecture to the Assessor team to replace remaining legacy systems.

### **JUSTIFICATION**

During Phase V of AMP, and due to the 2025 California wildfires, significant project scope from both teams was redirected from stabilization services to the development of new AMP functionality resulting in the automation and enrollment of more than 17,000 reductions in assessed value. This saved the Assessor nearly 45,000 hours in roll production, allowing appraisal staff to perform assessments on transfers and new construction that otherwise would have gone unworked.

The sole source Amendment is necessary to reestablish operational stabilization of AMP as initially intended in Phase V. The Amendment will allow for continued knowledge transfer, development and support services to stabilize and improve AMP functionality and performance.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County's Strategic Plan, Goal North Star 3 A. Communication and Public Access by providing increased transparency and accessibility to government services, communication and driving efficient public services and Goal North Star 3 F. Flexible and Efficient Infrastructure by evaluating our current Information Technology (IT) infrastructure and capital projects, and address identified needs to replace or modernize legacy/obsolete infrastructure and to lavage technological advancements that increase visibility, accessibility, and ease of use for residents.

### **FISCAL IMPACT/FINANCING**

The total maximum amount for AMP Phase V Sole Source Amendment One is \$7,000,000. The funding is included in the Assessor's FY 2025-26 Final Adopted Budget.

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

In accordance with Board Policy 5.100, Sole Source Contracts, the Assessor provided notification to the Board on August 29, 2025 with a shortened two-week waiting period prior to initiating negotiations for the Sole Source Amendment with Oracle.

County Counsel approves the Sole Source Amendment as to form and all previously negotiated terms and conditions of the existing Sole Source Agreement will remain in full effect.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter," the Office of the Chief Information Officer (OCIO) reviewed the IT components of this request and recommends approval. The OCIO determined that this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

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

Approval of the recommended actions will have no negative impact on current public services or projects, nor will it affect the Assessor's production of the tax roll. Approval of the recommendation will ensure the Assessor continues to



Honorable Board of Supervisors

November 12, 2025

Page 4

develop a modern assessment system to enhance its business operations and improve service delivery.

Respectfully submitted,

Reviewed by:

JEFFREY PRANG

Assessor

PETER LOO

Chief Information Officer

JP:DS:kl:st

Enclosures

c: Chief Executive Office  
Chief Information Office  
Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Internal Services Department  
Treasurer and Tax Collector  
Registrar-Recorder/County Clerk

**AMENDMENT ONE  
TO THE  
AGREEMENT  
BETWEEN  
THE COUNTY OF LOS ANGELES  
AND  
ORACLE AMERICA, INC.  
FOR  
ASSESSOR MODERNIZATION PROJECT (PHASE V)  
DEVELOPMENT AND OPERATIONAL SUPPORT SERVICES**

**THIS AMENDMENT ONE** (hereafter, this “Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the COUNTY OF LOS ANGELES (hereafter “County”) and ORACLE AMERICA, INC. (hereafter “Contractor”).

Reference is made to the document entitled “Agreement By and Between County of Los Angeles and Oracle America, Inc. – Assessor Modernization Project (Phase V),” dated November 19, 2024 (the “Agreement”).

**WHEREAS**, the purpose of this Amendment is to extend AMP Phase V schedule; and

**WHEREAS**, for the administrative convenience of the parties, the parties desire to include additional scope in Exhibit A (Statement of Work) as described in Attachment I hereto, to address development and operational support services for Phase V until July 31, 2026 for an additional cost not to exceed \$7,000,000; and

**WHEREAS**, any further changes to Exhibit A (Statement of Work) may be incorporated as operationally necessary via a Change Order between the parties; and

**WHEREAS**, this Amendment is prepared according to the provisions set forth in Paragraph 13.0 Changes to Agreement, Subparagraph 13.1.2 in the Agreement.

**NOW THEREFORE**, effective upon the signature of all parties hereto, the Agreement is amended as set forth below.

1. This Amendment shall be effective upon full execution.

(i) Defined Terms Incorporated. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

(ii) Amendment to Sub-Paragraph 7.3 of the Agreement. Sub-Paragraph 7.3 of this Agreement is hereby amended and restated in its entirety to read as follows:

- 7.3 The Maximum Agreement Sum under this Agreement will be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, Services under and during the term of this Agreement (the "Maximum Agreement Sum"). Until County has Accepted the provision of Services (including by deemed Acceptance in accordance with Sub-paragraph 5.1 (Acceptance Criteria)), no payment will be due Contractor for such Services. The Maximum Agreement Sum, including all applicable taxes and Pool Dollars for Optional Work, authorized by County hereunder will not exceed Twenty Million Two Hundred Thousand Dollars (\$20,200,000) as further detailed in Exhibit A (Statement of Work), unless such Maximum Agreement Sum is modified pursuant to a duly approved amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Paragraph 13.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement will cover the authorized payments for the Services, Deliverables, and any Optional Work. Unless otherwise agreed in writing, the Maximum Agreement Sum will not be adjusted for any costs or expenses whatsoever of Contractor. Contractor will maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the applicable Maximum Agreement Sum under this Agreement available for non-Fixed Price options described in Exhibit A (Statement of Work). Upon occurrence of this event, Contractor will promptly send written notification to County's Project Director at the address herein provided in Exhibit C (County's Administration).

(iii) Amendment to Exhibit A (Statement of Work). Exhibit A (Statement of Work) is amended to include additional development and operational support as set forth in Attachment I hereto, which attachment is incorporated herein.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, THE TERMS OF THIS AMENDMENT CONTROL AS ITS SPECIFIC CONTENT.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment:

COUNTY OF LOS ANGELES

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

Jeffrey Prang  
Assessor

CONTRACTOR  
ORACLE AMERICA, INC.

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

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
DAWYN HARRISON  
County Counsel

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

Michael Owens  
Senior Deputy County Counsel

## **Attachment I**

### **Amendments to Exhibit A, Statement of Work**

**A. Section I (Statement of Work (SOW) – Management Summary and Business Objective) of the Statement of Work is amended by deleting the following text:**

“Exhibit A includes the following sections:

- Definitions;
- AMP **Phase V** Fixed Price Overview;
- AMP **Phase V** Activities;
- Your Responsibilities;
- **Phase V** Assumptions, Change Order Process and Acceptance Criteria; and
- Fees, Expenses, and Taxes.”

**And replacing with:**

“Exhibit A includes the following sections:

- Definitions;
- AMP **Phase V** Fixed Price Overview;
- AMP **Phase V** Activities;
- Your Responsibilities;
- **Phase V** Assumptions, Change Order Process and Acceptance Criteria;
- Fees, Expenses, and Taxes; and
- O&M Services

**B. Section II (Definitions) of the Statement of Work is amended by inserting the following at the end of subsection A:**

“13. “O&M Services” means the services described in Section VIII.A of the Statement of Work.”

**C. Section III (AMP Phase V Fixed Price Overview) of the Statement of Work is amended by deleting the first sentence of such section and replacing it with the following:**

“This section describes the fixed price services and deliverables (other than the O&M Services and associated deliverables, which are described in Section VIII) to be provided by Oracle in support of AMP Phase V. For the avoidance of doubt, nothing contained in this Section III, including the descriptions of project overviews, timelines, and program organization and approach, reflects or applies to the provision of the O&M Services.”

**D. Section IV (AMP Phase V Activities) is amended by deleting the first sentence and replacing it with the following:**

"This section sets out Phase V activities and the supporting tasks that will be executed by Oracle (other than the O&M Services). For the avoidance of doubt, nothing contained in this Section III, including the descriptions of project overviews, timelines, and program organization and approach, reflects or applies to the provision of the O&M Services."

**E. Section V (Your Responsibilities) is amended by deleting the sentence fragment immediately above Section V.A.1 and replace with the following:**

"You acknowledge that Oracle's ability to perform the services (other than the O&M Services, which are subject to the assumptions listed in Section VIII) depends upon Your reasonable fulfillment of the following responsibilities and the following project assumptions:"

**F. Section VI (Phase V Assumptions, Change Order Process and Statement of Work Acceptance Procedure) is amended by deleting the introductory sentence and replacing it with the following:**

"The following project assumptions, change order process and a Statement of Work Acceptance procedure will be used by both LACA and Oracle in the execution of AMP **Phase V** other than the execution of the O&M Services, which will be subject instead to the provisions for such O&M Services set forth in Section I.A."

**G. Section VII is amended by inserting the following new subsection header above the existing text of Section VII:**

**"A. Fees, Expenses and Taxes for Phase V Services (other than O&M Services)"**

**And by inserting the following as a new subsection B of Section VII:**

**B. Fees, Expenses and Taxes for O&M Services**

You agree to pay Oracle a fee of six million four hundred and twenty nine thousand eight hundred and eighty eight dollars (\$6,429,888.00) for Services and deliverables described in Section VIII of this SOW. This fee includes travel and out of pocket expenses. This fee does not include taxes. The provisions of Section 7.5, Holdbacks, of the Agreement shall not apply to the O&M Services. Upon completion of a Deliverable, the corresponding Deliverable fee specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such Deliverable fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on Your acceptance date.

As of the Effective Date of Amendment 1 to the Agreement, the below delivery dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not, in and of itself, constitute a breach of contract. Oracle will, however, use commercially reasonable efforts to meet the estimated dates.

Table 19: O&M Deliverables Fee Table

| #   | Deliverable Name           | Deliverable Description                                 | Expected Delivery Month | Deliverable value |
|-----|----------------------------|---------------------------------------------------------|-------------------------|-------------------|
| OM1 | O&M Summary Report Month 1 | The report covers O&M activities provided in that month | Month 1                 | \$403,743.00      |
| OM2 | O&M Summary Report Month 2 | The report covers O&M activities provided in that month | Month 2                 | \$603,735.00      |
| OM3 | O&M Summary Report Month 3 | The report covers O&M activities provided in that month | Month 3                 | \$903,735.00      |
| OM4 | O&M Summary Report Month 4 | The report covers O&M activities provided in that month | Month 4                 | \$903,735.00      |
| OM5 | O&M Summary Report Month 5 | The report covers O&M activities provided in that month | Month 5                 | \$903,735.00      |
| OM6 | O&M Summary Report Month 6 | The report covers O&M activities provided in that month | Month 6                 | \$903,735.00      |
| OM7 | O&M Summary Report Month 7 | The report covers O&M activities provided in that month | Month 7                 | \$903,735.00      |
| OM8 | O&M Summary Report Month 1 | The report covers O&M activities provided in that month | Month 1                 | \$903,735.00      |

**H. Insert a new Section VIII of the Statement of Work as follows:**

**I. OPERATIONS AND MAINTENANCE (“O&M”)**

Oracle’s scope of services under this Statement of Work will also include the Services and deliverables described in this Section VII.

**A. Oracle Delivery Scope**

- Provide up to four thousand eight hundred and twenty (4,820) Person Days to assist with providing support for AMP.

- The planned support includes project management, architecture, security upgrades, OPA replacement, development, database management, defect remediation and testing, as mutually agreed by You and Oracle.
- Provide a monthly status report regarding activities performed under O&M.

Table 20: Deliverables for O&M Activities

| Deliverable# | Deliverable Name           | Deliverable Description                      | Estimated Month |
|--------------|----------------------------|----------------------------------------------|-----------------|
| OM1 - 8      | Monthly O&M Summary Report | Covers O&M activities for the above services | Monthly         |

## B. Your Responsibilities for O&M Services

You acknowledge that Your timely provision of, and reasonable access to, office accommodations, facilities, equipment, assistance, cooperation, complete and materially accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in this Statement of Work.

Oracle will not be responsible for any deficiency in performing services to the extent such deficiency results from Your failure to provide reasonable cooperation; provided however, that Oracle acknowledges its duty to endeavor reasonably to mitigate the effects of any such failures so as to avoid deficiencies.

You acknowledge that Oracle's ability to perform the O&M Services depends upon Your reasonable fulfillment of the following responsibilities and the following project assumptions:

### a. General Responsibilities

- i. Maintain the properly configured hardware / operating system platform to support the services.
- ii. Obtain licenses, under separate contract, for any necessary Oracle software and hardware programs before the commencement of services.
- iii. Maintain annual technical support for the Oracle software and hardware, under separate contract, throughout the term of the services.
- iv. Obtain Cloud Services, including but not limited to OCI services, under a separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
- v. Provide Oracle with full and timely access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
- vi. Provide, for all Oracle resources performing services at Your site, a workspace that complies with applicable state and federal standards.
- vii. Provide any notices, and obtain any consents, required for Oracle to perform on-site services.
- viii. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
- ix. If, while performing services, Oracle requires access to other vendor's products that are part of Your system, You will be responsible at Your



expense for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

- x. Provide Oracle with a written notice of any desired change in the established work schedule at least 48 hours prior to the date You desire such change to be implemented.
- xi. You are responsible for acquiring and maintaining any equipment and performing any labor and / or activities necessary to set-up and maintain network connectivity at and to Your Oracle software environment.
- xii. You will provide and maintain user accounts for, and access to, a VPN for the Oracle team members, including but not limited to, Oracle's onsite and remote resources for Oracle team member support of Your project. VPN access will be granted to Oracle resources based on mutual agreement.
- xiii. You will provide 24-hour remote VPN access to all environments, as mutually agreed, associated with the services, with no outage longer than 12 hours during business hours.

**b. Project Responsibilities**

- i. Provide the necessary and appropriate data (e.g., test data, configuration data, etc.) required by Oracle to support the performance of services.
- ii. Provide the business leadership and business SME for driving elaboration discussions and confirming user stories.
- iii. Provide access to Your production employee Microsoft Active Directory.

**c. Design and Implementation Responsibilities**

- i. Understand the architecture and implementation approach.
- ii. You will be solely responsible for the design and development of any changes or modifications to existing systems, excluding AMP, as required for Services.

**d. Infrastructure Responsibilities for Environments**

- i. Procure, install, setup/configure, and validate all hardware including, but not limited to, storage and servers, network infrastructure and operating system platforms required to support the performance of services.
- ii. Be responsible for installing patches or upgrading environment to meet minimum standards.
- iii. Be responsible for the legacy touch-points portion of any interface, e.g., the actual extract from and/or feed into the legacy applications.
- iv. Database and servers planning, architecting, installation, management and support will be performed by You in all legacy environments.
- v. Provide the functional environments needed for the support being provided by Oracle.
- vi. Provide access to the systems required for the creation of real time interfaces.
- vii. Provide access to the libraries necessary to perform the services.
- viii. Be responsible for maintaining, administering, and supporting the relevant libraries.
- ix. Ensure that the system and its environments comply with Your security guidelines, and all applicable governmental regulations.

- x. Be responsible for reconstruction / restoration of any lost or altered files, data, and programs.
- xi. Provide a backup of each mutually agreed environment on a schedule agreed to by You and Oracle.
- xii. Be responsible for the installation, configuration, maintenance, and management of any and all third-party products.
- xiii. Provide the following support and response times for infrastructure-related issues:
  - o Normal business hours support with response time within four (4) hours of the time the issue arises.
- xiv. Provide the business leadership and business SME for driving elaboration discussions and confirming user stories.
- xv. Provide access to Your production employee Microsoft Active Directory.

**e. Project Management Responsibilities**

- i. Designate a project manager who shall (i) oversee and ensure Your performance of the obligations You are tasked with during the performance of services, and (ii) work directly with the Oracle project manager on a daily basis to support the performance of services.
- ii. Provide an escalation process for management of the project
- iii. Be responsible for the contractual relationships with third party contractors and for directing such third parties to fully cooperate with Oracle, and the project team, as and when required by Oracle.
- iv. You acknowledge that Your failure to meet, in a reasonable manner, the responsibilities listed above may result in increased costs

**f. OPA Replacement Responsibilities**

- i. Upon Agreement signing, assign an Architect, business rules and subject matter expert to work on the OPA replacement tasks

**C. O&M Services Assumptions**

The following project assumptions will be used by both LACA and Oracle in the execution of the O&M Services.

**1. Project Assumptions**

- a. A Person Day is defined as one (1) person working up to eight (8) hours
- b. A Person Week is defined as one (1) person working up to forty (40) hours in a calendar week.
- c. The actual hours worked will be documented and billed.
- d. The timing and manner of execution of the services will be based upon:
  - o The location of the Oracle resource(s) performing the service.
  - o The need of the Oracle resource to interact with LACA or offshore resources.
- e. Oracle off shore resources will not be required to work during standard LACA working hours, unless a pre-planned meeting is agreed to by the PM's.

- f. There is no expectation that either staff will adhere to the holiday schedule of the other party.
- g. The LACA and Oracle Project Manager will define a window for meetings on Monday through Thursday where all the team members, LACA and Oracle, can participate.
- h. The Oracle onshore PM, Architecture, security and DBA support will be available for discussions with LACA for up to 4 hours per the LACA work day on a pre-agreed time period. Deviations will be mutually agreed between PM's.
- i. The duration of the O&M Services will be November 19, 2025 to July 31, 2026.
- j. Oracle support services will be performed offsite outside of the LA area and outside of County facilities.
- k. All functionality will be created using U.S. English only.
- l. All monetary values will use US dollars.
- m. You may record meetings not containing material subject to copyright for internal LA County use only.
- n. You have procured appropriate licenses for and provided Oracle with the following open-source software to use in the performance of this SOW: JIRA, Gitlab, Jenkins, Archiva, and AngularJS.

## **2. Project Management Assumptions:**

- a. Oracle may assign or release a specific project resource, or may assign different resources, at different times, to a task.
- b. If You assign resources to a task with which Oracle assists, those resources will represent You and will be empowered to make decisions on Your behalf.
- c. Your and Oracle's project managers will establish project reviews to monitor budget of the services.
- d. In the event Oracle is unable to execute the total days within the project timeframe; Oracle will execute a \$0 extension of the delivery period, not to exceed two (2) months beyond the contract closure date.

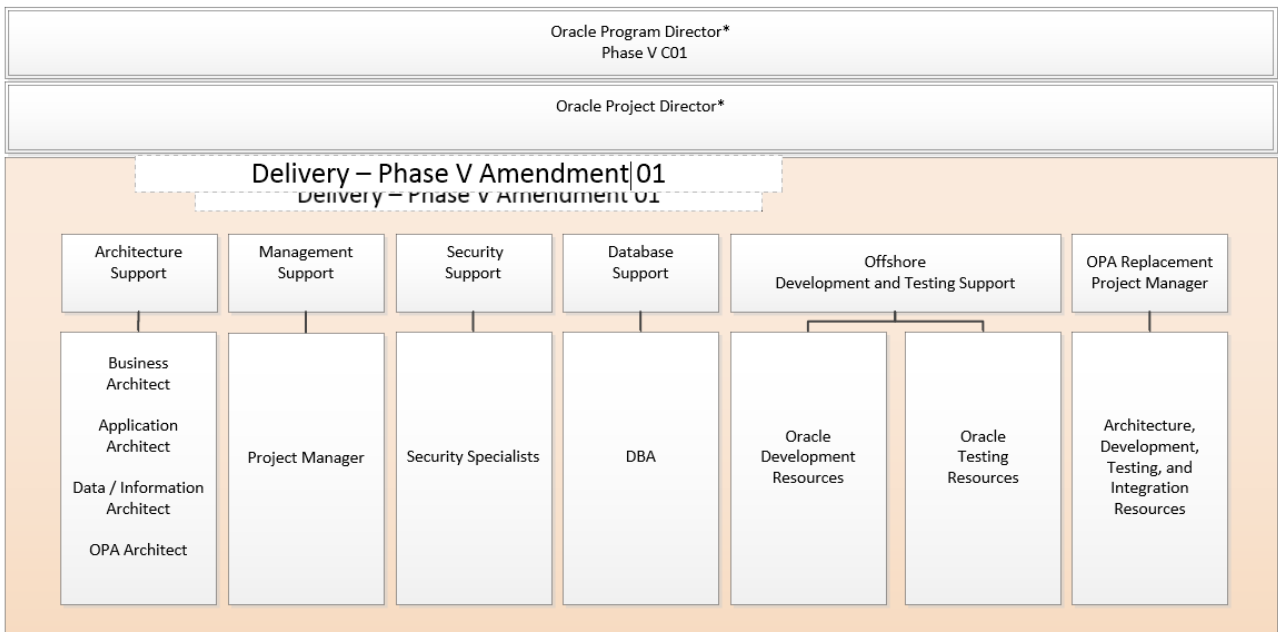
## **3. Documentation Assumptions:**

- a. All written documentation and communication will be done in U.S. English.
- b. A document deliverable is a document in Microsoft Office 365 format and consists of one (1) electronic copy.

## **4. Phase V Program Organization**

The following figure provides an overview of the potential support areas Oracle will provide to LACA.

*Figure 3: O&M Support Organization*



\* Oracle Program PMO

You acknowledge that any change or alternation of the assumptions in this **Section VIII.C** may alter the estimated project scope, including but not limited to, the approach, resources, staffing levels, cost, and schedule; and shall be subject to the Change Order Process as outlined below. The assumptions are integral to the estimated scope and associated fees.

## SOLE SOURCE CHECKLIST

Department Name: OFFICE OF THE ASSESSOR

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

November 6, 2024

| Check<br>(✓)                        | <b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b><br>Identify applicable justification and provide documentation for each checked item.                                                                                                                                                                                                                                                          |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | ➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>                                                                                                  |
| <input type="checkbox"/>            | ➤ Compliance with applicable statutory and/or regulatory provisions.                                                                                                                                                                                                                                                                                                                          |
| <input type="checkbox"/>            | ➤ Compliance with State and/or federal programmatic requirements.                                                                                                                                                                                                                                                                                                                             |
| <input type="checkbox"/>            | ➤ Services provided by other public or County-related entities.                                                                                                                                                                                                                                                                                                                               |
| <input checked="" type="checkbox"/> | ➤ Services are needed to address an emergent or related time-sensitive need.                                                                                                                                                                                                                                                                                                                  |
| <input type="checkbox"/>            | ➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.                                                                                                                                                                                                                                                                                              |
| <input checked="" type="checkbox"/> | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.                                                                                                                                                                                                                                           |
| <input type="checkbox"/>            | ➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.                                                                                                                                         |
| <input type="checkbox"/>            | ➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.                                                       |
| <input type="checkbox"/>            | ➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.                                                                                                                                                                                                                                    |
| <input type="checkbox"/>            | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.                                                                                                                                                                                                                                                                                            |
| <input type="checkbox"/>            | ➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County. |

\_\_\_\_\_  
Chief Executive Office

\_\_\_\_\_  
Date

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                    |                                   |                        |  |              |  |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|-----------------------------------|------------------------|--|--------------|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                    |                                   |                        |  |              |  |
| <b>BOARD MEETING DATE</b>                                                                         | 11/12/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                    |                                   |                        |  |              |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                                                                                                                                              |  |                    |                                   |                        |  |              |  |
| <b>DEPARTMENT(S)</b>                                                                              | Internal Services Department (ISD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                    |                                   |                        |  |              |  |
| <b>SUBJECT</b>                                                                                    | APPROVAL TO DISTRIBUTE 100 HEWLETT PACKARD PRINTERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                    |                                   |                        |  |              |  |
| <b>PROGRAM</b>                                                                                    | Delete The Divide Initiative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                    |                                   |                        |  |              |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                    |                                   |                        |  |              |  |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why:                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                    |                                   |                        |  |              |  |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable<br><br><b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>                                                                                                                                                                                                                  |  |                    |                                   |                        |  |              |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                    |                                   |                        |  |              |  |
| <b>COST &amp; FUNDING</b>                                                                         | <table border="1"> <tr> <td>Total cost:<br/>\$0</td><td>Funding source:<br/>Not Applicable</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>                                                                                                                                                                                                                                                                                                                   |  | Total cost:<br>\$0 | Funding source:<br>Not Applicable | TERMS (if applicable): |  | Explanation: |  |
| Total cost:<br>\$0                                                                                | Funding source:<br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                    |                                   |                        |  |              |  |
| TERMS (if applicable):                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                    |                                   |                        |  |              |  |
| Explanation:                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                    |                                   |                        |  |              |  |
| <b>PURPOSE OF REQUEST</b>                                                                         | To obtain approval to distribute tech devices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                    |                                   |                        |  |              |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | On July 30, 2025, ISD's Purchasing Division successfully redeemed 97,500 HP Business Rewards points to acquire 100 HP Deskjet 2855e All-in-One (588S5A) printers. Authorize the Director of ISD, or their designee, through the DTD Program, to distribute these printers to eligible recipients in Los Angeles County, subject to a needs assessment.                                                                                                                                                                            |  |                    |                                   |                        |  |              |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                    |                                   |                        |  |              |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:<br>County's Strategic Plan: North Star 2, <i>Foster Vibrant and Resilient Communities</i> , Focus Area Goal F, <i>Community Connections</i> . This goal supports investing in our communities and creating public spaces and programs that are welcoming, accessible, and inclusive, where all residents can build relationships, strengthen social networks, feel connected, and access opportunities. |  |                    |                                   |                        |  |              |  |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Name, Title, Phone & Email:<br>Sabra Johnson, General Manager, (323) 265-8110, <a href="mailto:Sjohnson@isd.lacounty.gov">Sjohnson@isd.lacounty.gov</a><br>Cynthia De La Cruz, Admin Mgr X, ISD, (323) 607-1134, <a href="mailto:cdelacruz@isd.lacounty.gov">cdelacruz@isd.lacounty.gov</a>                                                                                                                                                                                                                                       |  |                    |                                   |                        |  |              |  |



**MICHAEL OWH**  
Director

## County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*Speed. Reliability. Value.*

November 12, 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:

### **APPROVAL TO DISTRIBUTE 100 HEWLETT PACKARD PRINTERS (ALL DISTRICTS 3-VOTES)**

#### **SUBJECT**

Recommendation to approve the distribution of 100 Hewlett-Packard (HP) printers to eligible recipients located in underserved communities in Los Angeles County, based on a needs assessment.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of the Internal Services Department (ISD), or their designee, through the Delete The Divide (DTD) Initiative, to distribute 100 HP printers acquired through HP's Business Rewards Points Program to eligible recipients in Los Angeles County, subject to a needs assessment.
2. Authorize the Director of ISD, or their designee, to act as an agent of the County of Los Angeles (County) for the purpose of distributing technical devices acquired through HP's Business Rewards Points, on behalf of DTD. This authorization shall apply to current and future distributions, supporting DTD's mission to eliminate the digital divide in underserved communities.
3. Find that these actions are deemed necessary to meet the social needs of the population of the County and serve a public purpose consistent with Government Code Section 26227.

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

The digital divide refers to the economic, educational, and social disparities between individuals who have access to computers and internet access and those who do not. This gap continues to be a pressing issue in the County. An estimated 416,000 households in the County lack internet service, and approximately 265,000 households do not have a home computer. These disparities are most pronounced in low-income communities and among populations that are predominantly Black and Latino. This digital divide limits opportunities for education, employment, healthcare, and civic engagement, making digital equity not just a technological issue, but a matter of social justice.

On July 30, 2025, ISD's Purchasing Division successfully redeemed 97,500 Business Rewards points to acquire 100 HP Deskjet 2855e All-in-One (588S5A) printers. Each printer was valued at 975 promotional points.

To avoid forfeiture of the points, the Purchasing Division expedited the redemption process prior to the July 31, 2025, deadline. Following the acquisition, it was determined that the printers would directly support DTD, advancing efforts to expand digital access and equity across underserved communities. These printers will be distributed to households impacted by the digital divide, as identified through program needs assessment criteria. Eligible recipients include households in low-income areas, individuals receiving government assistance, and other identified through targeted outreach and verified data sources as lacking access to essential digital resources. This approach ensures alignment with the County's equity goals.

### **Implementation of Strategic Plan Goals**

The recommended actions align with the County's Strategic Plan: North Star 2, *Foster Vibrant and Resilient Communities*, Focus Area Goal F, *Community Connections*. This goal supports investing in our communities and creating public spaces and programs that are welcoming, accessible, and inclusive, where all residents can build relationships, strengthen social networks, feel connected, and access opportunities.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact.

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

Pursuant to California Government Code section 26227, these devices provided by HP should be deemed necessary to meet the social needs of the population, thereby providing a benefit to the County as a whole.



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

Approval of the recommended actions will reinforce the County's ongoing commitment to digital equity. By distributing technical devices to eligible recipients in need, the County is taking a proactive step toward expanding access to education, employment, healthcare, and other essential services. This initiative empowers underserved households and contributes significantly to closing the digital divide throughout the County.

**CONCLUSION**

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return a copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,

MICHAEL OWH  
Director

MO:QH:SJ:cd

c: Executive Office, Board of Supervisors  
Chief Executive Officer  
County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>BOARD MEETING DATE</b>                                                                         | 11/12/2025                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                                                              |  |
| <b>DEPARTMENT(S)</b>                                                                              | Department of Mental Health                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>SUBJECT</b>                                                                                    | 7-year lease for 13,127 square feet of office space and 60 on-site parking spaces at 3333 Wilshire Boulevard, Los Angeles, 90010                                                                                                                                                                                                                                                                                                                  |  |
| <b>PROGRAM</b>                                                                                    | Koreatown Mental Health Center                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                                                                   | If Yes, please explain why:                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                                                                   | <b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>                                                                                                                                                                                                                              |  |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>COST &amp; FUNDING</b>                                                                         | <div> <div> Total cost:<br/>\$7,614,000 including rent abatement, parking, TI, and Low-Voltage costs </div> <div> Funding source:<br/>The rental costs will be funded by State and Federal funds that is already included in DMH's existing budget. DMH will not be requesting additional net County cost (NCC) for this action. </div> </div>                                                                                                    |  |
|                                                                                                   | TERMS (if applicable): The proposed lease will have a cost of \$1,834,000 for the first year, which includes rent abatement, parking, TI, and Low-Voltage costs, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.                                                                                                                                      |  |
|                                                                                                   | Explanation: The proposed lease costs will be fully funded by State and Federal funds that is already included in DMH'S existing budget. DMH will not be requesting additional NCC for this action. The TIs for the proposed lease are expected to be completed in Fiscal Year 2026-27. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.                              |  |
| <b>PURPOSE OF REQUEST</b>                                                                         | Approval of the recommended actions will authorize use of office and clinic space for DMH.                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | DMH has operated the Koreatown Mental Health Center (MHC) since 2022. Koreatown MHC is currently located at the County-owned building at 510 South Vermont Avenue and is co-located with DMH's Peer Resource Center/Clubhouse. Due to the expansion of both programs, the Peer Resource Center will continue to stay at 510 South Vermont and will become the new service area 4 Clubhouse while the proposed Premises will be the Koreatown MHC. |  |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                                                                   | If Yes, please explain how:                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                               |  |
|                                                                                                   | If Yes, please state which one(s) and explain how:                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Alexandra Nguyen-Rivera<br>Section Chief, Leasing<br>CEO Real Estate Division<br>213-974-4189<br><a href="mailto:arivera@ceo.lacounty.gov">arivera@ceo.lacounty.gov</a>                                                                                                                                                                                                                                                                           |  |



**Chief  
Executive  
Office.**

**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"

November 12, 2025

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

Dear Supervisors:

**SEVEN-YEAR LEASE  
DEPARTMENT OF MENTAL HEALTH  
3333 WILSHIRE BOULEVARD, LOS ANGELES  
(SECOND DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new seven-year lease for 13,127 square feet of office space, and 60 on-site parking spaces for the Department of Mental Health (DMH) Koreatown Mental Health Center (MHC).

**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 3333 Wilshire Building LLC, a Delaware limited liability company (Landlord), for approximately 13,127 square feet of office space, and 60 on-site parking spaces located at 3333 Wilshire Boulevard, Suites 110 and 200, Los Angeles (Premises), to be occupied by DMH. The estimated maximum first year base rental cost is \$426,000, but with a two-month rent abatement of approximately \$71,000, it will equal \$355,000. The estimated total proposed lease cost, including tenant improvement, parking, and low voltage costs, is \$7,614,000 over the seven-year term. The rental costs will be fully funded by State and Federal funds, that is already included in DMH's existing budget. DMH will not be requesting additional net County cost (NCC) for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$2,363,000 for the County's Tenant Improvement (TI) contribution, if paid in a lump sum or \$2,875,000 if amortized over five years at 8 percent interest per annum.
4. Authorize the Director of DMH, or her designee, to contract with a County approved vendor from the Sielox Access Control Master Agreement, in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of security systems, access control, data and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not-to-exceed \$799,000 paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination rights and any options to extend for an additional five years at fair market rent. If the option is exercised, the total term of the proposed lease will be up to 12 years.

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

DMH has operated the Koreatown MHC since 2022. Koreatown MHC is currently located at the County-owned building at 510 South Vermont Avenue and is co-located with DMH's Peer Resource Center/Clubhouse. Due to the expansion of both programs, the Peer Resource Center will continue to stay at 510 South Vermont and will become the new service area 4 Clubhouse, while the proposed Premises will be the Koreatown MHC.

Koreatown MHC is a directly operated, specialty mental health care provider that offers residents of Koreatown access to a wide range of mental health resources. Services provided include mental health assessment, individual and group therapy, rehabilitation services, medication management, and lab services. Koreatown MHC also conducts outreach and engagement groups within the community.

The proposed Premises will house approximately 42 staff members using 47 workstations. On average, 98 participants per day visit the facility to receive in-person services. Participants typically spend between 30 minutes and two hours at the facility, depending on the type of services being rendered. While DMH has implemented telework where possible, on-site coverage is necessary to provide direct services to the clients.

The proposed lease will enable DMH to provide direct, comprehensive mental health services and serve Los Angeles County (County). The proposed Premises is located near Metro local bus routes, DASH bus routes, and the Wilshire-Vermont Metro rail station.

### **Implementation of Strategic Plan Goals**

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

The proposed lease is also consistent with the Strategic Asset Management Goal - Strengthen connection between service priorities and asset decisions and Key Objective No. 5 – Fund Highest Priority Needs.

The proposed lease supports the above goals and objective by providing DMH with adequate office and clinic space located in the appropriate service area.

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

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$426,000, but with a two-month rent abatement of approximately \$71,000, it will equal \$355,000. The aggregate cost associated with the proposed lease over the entire term, including TI costs, Low-Voltage Items costs, and parking, is \$7,614,000, as shown in Enclosure B-1. The proposed lease costs will be fully funded by State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional NCC for this action.

The TIs for the proposed lease are expected to be completed in Fiscal Year 2026-27. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.

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

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

- The annual rental rate will be \$32.40 per square foot, per year, and is subject to annual increases based on the Consumer Price Index (CPI), capped at 3 percent per annum.

- The Landlord has agreed to two months of rent abatement. DMH has the option to convert all or any portion of its rental abatement towards an increase in the base TI allowance.
- Total TI costs are expected to be \$2,954,000. The Landlord will provide approximately \$591,000 (\$45 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$2,363,000 (\$180 per square foot) as the County's lump sum TI contribution. If the Landlord advances the County's TI contribution, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$2,875,000.
- The County will pay \$799,000 for the lump sum cost of the Low-Voltage Items.
- 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 County will have the right but not the obligation to lease up to 60 on-site parking spaces for the duration of the lease. The annual parking rate will be \$1,740 per parking space.
- The proposed lease includes a seven-year initial term with an option to extend the proposed lease for an additional five years with nine months' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 12 years.
- The County has the right to terminate the proposed lease any time after 60 months, with 120 days' 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 lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the tenant improvements by the Landlord and acceptance of the Premises by the County.
- The County shall have the Right of First Offer to lease any available space located contiguous to the Premises in the building.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space

from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. None of the responses received were suitable for the Department's needs due to insufficient contiguous space. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$33.36 and \$48 per square foot, per year. The base annual rental rate of \$32.40 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

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

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

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

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

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

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor 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 parking spaces for this County requirement. DMH concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:OM:ns

Enclosures

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



**DEPARTMENT OF MENTAL HEALTH  
3333 WILSHIRE BOULEVARD, LOS ANGELES**

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

|                               |                                                              |                                                                                                                                                                                                               |            |           |            |
|-------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|------------|
| <b>1.</b>                     | <b><u>Occupancy</u></b>                                      |                                                                                                                                                                                                               | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|                               | A                                                            | Does lease consolidate administrative functions?                                                                                                                                                              |            | <b>X</b>  |            |
|                               | B                                                            | Does lease co-locate with other functions to better serve clients? <sup>2</sup>                                                                                                                               |            |           | <b>X</b>   |
|                               | C                                                            | Does this lease centralize business support functions? This will be a public-facing clinic.                                                                                                                   |            | <b>X</b>  |            |
|                               | D                                                            | Does this lease meet the guideline of 200 sq. ft. of space per person? <b>397 sq. ft. per employee due to conference room, group room, interview rooms and lobby area for clients who will need services.</b> |            | <b>X</b>  |            |
|                               | E                                                            | Does lease meet the 4/1000 sq. ft. parking ratio guideline? <b>60 spaces provides for a ratio of 4.57/1000</b>                                                                                                |            | <b>X</b>  |            |
|                               | F                                                            | Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>                                                                     | <b>X</b>   |           |            |
| <b>2.</b>                     | <b><u>Capital</u></b>                                        |                                                                                                                                                                                                               |            |           |            |
|                               | A                                                            | Is it a substantial net County cost (NCC) program?                                                                                                                                                            |            | <b>X</b>  |            |
|                               | B                                                            | Is this a long-term County program?                                                                                                                                                                           | <b>X</b>   |           |            |
|                               | C                                                            | If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?                                                                                                                        |            | <b>X</b>  |            |
|                               | D                                                            | If no, are there any suitable County-owned facilities available?                                                                                                                                              |            | <b>X</b>  |            |
|                               | E                                                            | If yes, why is lease being recommended over occupancy in County-owned space?                                                                                                                                  |            |           | <b>X</b>   |
|                               | F                                                            | Is Building Description Report enclosed as Enclosure C?                                                                                                                                                       | <b>X</b>   |           |            |
|                               | G                                                            | Was build-to-suit or capital project considered?                                                                                                                                                              |            |           | <b>X</b>   |
| <b>3.</b>                     | <b><u>Portfolio Management</u></b>                           |                                                                                                                                                                                                               |            |           |            |
|                               | A                                                            | Did department use CEO Space Request Evaluation (SRE)?                                                                                                                                                        | <b>X</b>   |           |            |
|                               | B                                                            | Was the space need justified?                                                                                                                                                                                 | <b>X</b>   |           |            |
|                               | C                                                            | If a renewal lease, was co-location with other County departments considered?                                                                                                                                 |            |           | <b>X</b>   |
|                               | D                                                            | Why was this program not co-located?                                                                                                                                                                          |            |           |            |
|                               |                                                              | 1. ____ The program clientele requires a "stand alone" facility.                                                                                                                                              |            |           |            |
|                               |                                                              | 2. <u>X</u> No suitable County occupied properties in project area.                                                                                                                                           |            |           |            |
|                               |                                                              | 3. <u>X</u> No County-owned facilities available for the project.                                                                                                                                             |            |           |            |
|                               |                                                              | 4. ____ Could not get City clearance or approval.                                                                                                                                                             |            |           |            |
|                               |                                                              | 5. ____ The Program is being co-located.                                                                                                                                                                      |            |           |            |
|                               | E                                                            | Is lease a full-service lease?                                                                                                                                                                                | <b>X</b>   |           |            |
|                               | F                                                            | Has growth projection been considered in space request?                                                                                                                                                       | <b>X</b>   |           |            |
|                               | G                                                            | <sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?                                                                                                                                 | <b>X</b>   |           |            |
|                               | <sup>1</sup> As adopted by the Board of Supervisors 11/17/98 |                                                                                                                                                                                                               |            |           |            |
| <sup>2</sup> If not, why not? |                                                              |                                                                                                                                                                                                               |            |           |            |
|                               |                                                              |                                                                                                                                                                                                               |            |           |            |

3333 WILSHIRE BLVD., LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH

[illegible]

**DEPARTMENT OF MENTAL HEALTH  
SPACE SEARCH – 5 MILE RADIUS  
3333 WILSHIRE BOULEVARD, LOS ANGELES**

| Property_ID | Property_Name                                   | Address                                        | Ownership         | PropertyType                   | GrossSQFT Available |      |
|-------------|-------------------------------------------------|------------------------------------------------|-------------------|--------------------------------|---------------------|------|
| 10108       | Vermont Corridor - Site 1                       | 510 S Vermont Ave, Los Angeles, CA 90020       | Revenue-Leaseback | Multiple Use Building - Office | 772544              | NONE |
| B500        | DHS - Workforce Development Program             | 500 S Virgil Ave, Los Angeles, CA 90020        | Permit            | Multiple Use Building - Office | 8000                | NONE |
| A336        | Sheriff - Wilshire Centre Building              | 3055 Wilshire Blvd, Los Angeles, CA 90010      | Leased            | Multiple Use Building - Office | 8054                | NONE |
| A600        | Central Civil West Courthouse                   | 600 S Commonwealth Ave, Los Angeles, CA 90005  | Leased            | Multiple Use Building - Office | 126568              | NONE |
| A683        | Service Integration Pilot Project               | 1910 Magnolia Ave, Los Angeles, CA 90007       | Leased            | Multiple Use Building - Office | 345                 | NONE |
| B922        | DPSS - Wilshire Special District Office         | 2415 W 6th St., Los Angeles, CA 90057          | Leased            | Multiple Use Building - Office | 46228               | NONE |
| 10108       | Vermont Corridor - Site 1                       | 510 S Vermont Ave, Los Angeles, CA 90020       | Revenue-Leaseback | Multiple Use Building - Office | 21129               | NONE |
| A532        | PH Health - Wilshire Metroplex Building         | 3530 Wilshire Boulevard, Los Angeles, CA 90010 | Leased            | Multiple Use Building - Office | 66644               | NONE |
| 10108       | Vermont Corridor - Site 1                       | 510 S Vermont Ave, Los Angeles, CA 90020       | Revenue-Leaseback | Multiple Use Building - Office | 1216                | NONE |
| A360        | DPSS - Metro North AP/Calworks District Office  | 2601 Wilshire Blvd, Los Angeles, CA 90057      | Leased            | Multiple Use Building - Office | 70791               | NONE |
| A369        | DCFS - Headquarters Annex                       | 501 Shatto Pl, Los Angeles, CA 90020           | Leased            | Multiple Use Building - Office | 34855               | NONE |
| P0000015    | 2200 W 3rd - Rampart/Westlake Healthcare Clinic | 2200 W 3rd St, Los Angeles, CA 90057           | Leased            | Multiple Use Building - Office | 5901                | NONE |
| X550        | Mental Health - Le Sage Complex Tower           | 550 S Vermont Ave, Los Angeles, CA 90020       | Owned             | Multiple Use Building - Office | 282                 | NONE |
| Y132        | Sheriff - Scientific Services Bureau Laboratory | 2020 W Beverly Blvd, Los Angeles, CA 90057     | Owned             | Multiple Use Building - Office | 34511               | NONE |
| X550        | Mental Health - Le Sage Complex Tower           | 550 S Vermont Ave, Los Angeles, CA 90020       | Owned             | Multiple Use Building - Office | 171369              | NONE |
| A683        | Service Integration Pilot Project               | 1910 Magnolia Ave, Los Angeles, CA 90007       | Leased            | Multiple Use Building - Office | 345                 | NONE |
| X317        | DCSS - Le Sage Complex 4 Story Building         | 3175 W 6th St., Los Angeles, CA 90020          | Owned             | Multiple Use Building - Office | 26115               | NONE |

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Department of Mental Health – 3333 Wilshire Boulevard, Los Angeles – Second District.

**A. Establish Service Function Category** – Direct-service as a Mental Health Center

**B. Determination of the Service Area** – Service Area 4 in Koreatown due to concentration of clients and service area coverage.

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

- Need for proximity to service area and population: Need for services within Service Area 4 which includes Koreatown and the surrounding areas.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., the Wilshire/Vermont rail station with access to the Metro Red and Metro Purple rail lines, Metro Local bus routes 18, 20, 201, 204, and Metro Rapid bus routes 720 and 754.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term including rent abatement, parking, TI, and Low Voltage is \$7,614,000.

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

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$33.36 and \$48 per square foot, per year. The base annual rental rate of \$32.40 per square foot, per year for the proposed lease represents a rate that is below 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 42 employees to service clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant  
3333 WILSHIRE BUILDING, LLC – Landlord**

**3333 WILSHIRE BOULEVARD  
SUITES 110 and 200  
LOS ANGELES, CALIFORNIA 90010**

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## **EXHIBITS**

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

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between 3333 WILSHIRE BUILDING, LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

**1.1 Terms**

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

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Landlord's Address for Notices: | 3333 WILSHIRE BUILDING, LLC<br>3325 Wilshire Blvd., Suite 700<br>Los Angeles, CA 90010<br>Attn: Property Manager<br><br>With a copy to:<br><br>3470 Wilshire Blvd., Suite 700<br>Los Angeles, CA 90010<br>Attn: Legal Department                                                                                                                                                                             |
| (b) Tenant's Address for Notices:   | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate<br><br>With a copy to:<br><br>County of Los Angeles<br>Office of the County Counsel<br>648 Kenneth Hahn Hall of Administration<br>500 West Temple Street, Suite 648<br>Los Angeles, CA 90012-2713<br>Attention: Property Division |
| (c) Premises:                       | Approximately 13,127 rentable square feet, comprised of 6,114 rentable square feet on the ground floor, designated as Suite 110, and 7,013 rentable square feet on the second (2 <sup>nd</sup> ) floor, designated as Suite 200, in the Building                                                                                                                                                             |

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | (defined below), as shown on <u>Exhibit A</u> attached hereto.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (d) Building:                                           | The building located at 3333 Wilshire Blvd, Los Angeles, California, 90010, which is currently assessed by the County Assessor as APN 5502-028-019, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (collectively, the "Building");                                                                                                                                                                                                                                                                                                      |
| (e) Term:                                               | Seven (7) years, commencing thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the seventh (7th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised. |
| (f) Estimated Commencement Date:                        | July 1, 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (g) Irrevocable Offer Expiration Date: (see Section 33) | October 1, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (h) Base Rent:                                          | \$2.70 per rentable square foot per month (i.e., \$35,442.90 per month or <u>\$425,314.80</u> per year), adjustable in accordance with Section 5 hereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (i) Early Termination (see Section 4.4)                 | Pursuant to the terms set forth in Section 4.4 hereof, Tenant will have the one-time right to terminate this Lease for the entire Premises upon delivering at least one hundred twenty (120) days' prior written notice to Landlord at any time after the 60th month following the Commencement Date of this Lease.                                                                                                                                                                                                                                                                                           |
| (j) Rentable Square Feet in the Premises:               | 13,127 rentable square feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (k) Initial Departmental Use:    | Department of Mental Health ("DMH") for general office, public intake for DMH clientele, and any other lawful use, subject to Section 6.                                                                                                                                                                                                                                                                 |
| (l) Parking Spaces:              | Subject to Section 21.1, Tenant shall have the right but not the obligation to lease 60 non-tandem unreserved parking spaces (i.e., 4.57 parking spaces/1,000 RSF) at the Building's prevailing rate, not to exceed a monthly cost of \$145.00 per parking space (including any tax or fees) for the term of the Lease.                                                                                  |
| (m) Tenant's Hours of Operation: | 8:00 a.m. to 5:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions. |
| (n) Asbestos Report:             | A report dated April 18, 2025 prepared by MASEK CONSULTING SERVICES, INC a licensed California Asbestos contractor.                                                                                                                                                                                                                                                                                      |
| (o) Seismic Report               | A report dated February 4, 2002 prepared by the Department of Public Works.                                                                                                                                                                                                                                                                                                                              |
| (p) Disabled Access Survey       | A report dated March 14, 2025 and updated on July 23, 2025, prepared by CORBeL architects, inc..                                                                                                                                                                                                                                                                                                         |

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

|                                                                                            |                                                                       |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| (a) Landlord's TI Allowance:                                                               | \$590,715 (i.e., \$45.00 per rentable square foot of the Premises)    |
| (b) Tenant's TI Contribution:                                                              | \$2,362,860 (i.e.. \$180.00 per rentable square foot of the Premises) |
| (c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate: | Fixed eight percent (8%) per annum                                    |

|                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance | Not applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (e) Tenant's Work Letter Representative:                                                           | An assigned staff person of the Chief Executive Office - Real Estate Division                                                                                                                                                                                                                                                                                                                                                                                                      |
| (f) Landlord's Work Letter Representative:                                                         | Property Manager and/or an assigned person of the Landlord                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (g) Landlord's Address for Work Letter Notices:                                                    | <p>3333 WILSHIRE BUILDING, LLC<br/> 3325 Wilshire Blvd., Suite 700<br/> Los Angeles, CA 90010<br/> Attn: Property Manager</p> <p>With a copy to:</p> <p>3470 Wilshire Blvd., Suite 700<br/> Los Angeles, CA 90010<br/> Attn: Legal Department</p>                                                                                                                                                                                                                                  |
| (h) Tenant's Address for Work Letter Notices:                                                      | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate                                                                                                                                                                                                                                                                                                         |
| 1.3 <u>Exhibits to Lease</u>                                                                       | <p>Exhibit A - Floor Plan of Premises</p> <p>Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms</p> <p>Exhibit C - HVAC Standards</p> <p>Exhibit D - Cleaning and Maintenance Schedule</p> <p>Exhibit E - Subordination, Non-Disturbance and Attornment Agreement</p> <p>Exhibit F - Tenant Estoppel Certificate</p> <p>Exhibit G - Community Business Enterprises Form</p> <p>Exhibit H - Memorandum of Lease</p> <p>Exhibit I - Landlord's Work Letter</p> |

## 2. PREMISES

### 2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

## 2.2 Measurement of Premises

Tenant shall have the right at any time during the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.

## 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.

## 4. COMMENCEMENT AND EXPIRATION DATES

### 4.1 Term

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

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;

- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

#### 4.2 Termination Right

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, including Section 19.2, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

#### 4.4 Early Termination

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g., Rent) beyond any applicable notice and cure period, Tenant shall have the right ("Termination Option") to terminate the Lease at any time beyond the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than one hundred twenty (120) days' prior written notice to Landlord of such intent, such notice executed by Tenant's Chief Executive Officer or his/her designee ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. The rights contained in this Section 4.4 shall be personal to the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section. There shall be no termination penalty for Tenant's exercise of the Termination Option hereunder.



## 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. 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 (including any anniversary occurring during a holdover period, if any), 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 for the month immediately preceding the month in which the adjustment is to be effective (the "New Index"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) Illustration of Formula. The formula for determining the new rent shall be as follows:

New Index

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

(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 three percent (3%) per year of the Base Rent payable in the month immediately 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.

### 5.3 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.

### 5.4 Rent Abatement

Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the monthly Base Rent shall be abated for months two (2) and three (3) of the Initial Term of this Lease (the "Rental Abatement"). Tenant shall have the option to convert all or any portion of its Rental Abatement toward an increase in Landlord TI Allowance.

## 6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable under this Lease (as such Base Rent shall thereafter be adjusted on each Adjustment Date in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease, including Base Rent Adjustments.

**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 ("Applicable Laws"). 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. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

**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 after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage, and 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 ten (10) 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. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

## 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 Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

## 9.3 Damage In Last Year

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

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

## 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

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

# 10. REPAIRS AND MAINTENANCE

## 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof 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 reasonably 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), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used, and disposed of in accordance with all Environmental Laws; 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) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

*[Check the appropriate box]*

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

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

requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

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

- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
  - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed as a result of damage such as frays, tears, holes, and like damage);
  - ii. interior partitions;
  - iii. doors, door frames and hardware;
  - iv. annual hydro-jet service on the building's sewer lines;
  - v. the interior side of demising walls (which shall be repainted as needed);
  - vi. Building standard signage (but excluding any other Tenant signage);
  - vii. emergency exit signage and battery replacement;
  - viii. 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 reasonably requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Building 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 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 five (5) 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) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

#### **(a) Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operation 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. If Tenant needs HVAC outside of Tenant's Hours of Operation, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which



rates are currently \$400.00 per hour (four (4)-hour minimum per request), subject to change. In addition, notwithstanding anything in this Lease to the contrary, to the extent there are any HVAC units which exclusively serve the Premises, including without limitation the mechanical rooms housing Tenant's computer servers and related equipment, Tenant shall be solely responsible, at its sole cost and expense, for the utility costs of powering such HVAC units exclusively serving the Premises and for the operation, repair, maintenance, and replacement of such units

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

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

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide reasonable janitorial service five (5) nights per week (holidays excluded), 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 (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense, provided that any replacements of such access cards or fobs shall be at Tenant's sole cost and expense.

(g) Pest Control

As needed, 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 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 Operation upon prior written notice (which may be in the form of an email communication) for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Notwithstanding the foregoing, Landlord shall have the right at any and all times, without prior notice, to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

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 provided by Sections 9.4, 10.4, 19, 21.2 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 thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to 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 (provided that under no circumstances shall Landlord or

Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages); 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, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights, and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not 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 Building, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and Landlord 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.

Following any sale or transfer of the Building by Landlord, Landlord shall provide 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 Building was transferred to the new owner, along with written evidence of the transfer of the Building (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; and
  - 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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

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

### **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 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 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 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

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**

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

## 20.1 Waiver

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



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 use reasonable efforts to notify Tenant of any third-party claim or suit filed against Landlord which arises from or relates to this Lease, and in Landlord's reasonable judgment, is likely to result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, 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 reasonably 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, Landlord and Tenant hereby waive its and its respective insurer(s) rights of recovery against the other party under all required insurance policies for any loss arising from or related to this Lease. Landlord and Tenant shall require their respective insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

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

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

- i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

20.4 Landlord Requirements

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

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

|                                          |               |
|------------------------------------------|---------------|
| General Aggregate:                       | \$ 10 million |
| Products/Completed Operations Aggregate: | \$ 10 million |
| Personal and Advertising Injury:         | \$ 5 million  |
| Each Occurrence:                         | \$ 5 million  |

(b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Landlord's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special

Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## **21. PARKING**

### **21.1 Tenant's Rights**

Tenant shall have the right to the number of parking spaces and at the monthly rates set forth in Section 1.1, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each parking space set forth in Section 1.1, if applicable.

### **21.2 Remedies**

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30)-day period, Landlord has not cured or commenced to cure, 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 (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) 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, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. 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 thirty (30) days after receipt of prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

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

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder 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 Building 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 thirty (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 Building 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 hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) 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). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant.

**28. SIGNAGE**

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building, except as expressly set forth below. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both 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 shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

Notwithstanding the foregoing, subject to Tenant obtaining the approval of all applicable governmental entities and Tenant's compliance with all Applicable Laws and the Building's standard signage program, Tenant, at its sole cost and expense, may install eyebrow signage in a location approved by Landlord on the exterior of the Building facing the corner of Wilshire Boulevard and Catalina Street (the "Eyebrow Signage"). The Eyebrow Signage shall be subject to the approval of all applicable governmental entities and Landlord's prior written approval and Tenant shall submit drawings or renderings thereof for Landlord's approval, including but not limited to specifications as to shape, size, material, color, content, and location, prior to commencement of installation. Tenant, at its sole cost and expense, shall be responsible for the installation and maintenance of the Eyebrow Signage and shall remove the Eyebrow Signage upon the expiration or earlier termination of the Lease (and repair any damage to the Building caused by such removal and restore the portions of the Building on which the Eyebrow Signage was located to the condition existing prior to installation of the Eyebrow Signage). If Tenant fails to perform said repair and restoration obligations upon expiration or earlier termination of the Lease, Landlord shall have the right to permanently remove the Eyebrow Signage, repair any damage caused by such removal, and restore the area on which the Eyebrow Signage was located to the condition that existed before the installation of the Eyebrow Signage, and Tenant shall reimburse Landlord for the costs of performing such removal and restoration.

## **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 Cushman & Wakefield of California, Inc. ("Tenant's Agent") and Jamison Realty, Inc. ("Landlord's Agent") 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. The terms of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

### **30.4 Entire Agreement**

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

### **30.5 Severability**

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

### **30.6 Notices**

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail,



postage prepaid, to the Landlord's Address for Notice 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

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

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

30.12 Memorandum of Lease

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

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including

both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

### **31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

## **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

### **32.2 Solicitation of Consideration**

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

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

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

### **32.3 Landlord Assignment**

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments 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 Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building 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 fourteen (14) 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

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. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the

Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the thirty (30) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises.

### **35. OPTION TO EXTEND**

- (a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").
- (b) Exercise of Option. Tenant must exercise its option to extend this Lease by:
  - (i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than nine (9) months prior to the end of the initial Term, and
  - (ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the

determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover at the holdover rental rate as provided in this Lease. If Tenant fails to give its Notice of Intent at least nine (9) months prior to the end of the Initial Term, Tenant shall be considered to have elected not to exercise its extension option for the Extension Term.

- (c) Terms and Conditions of the Extension Term. The Extension Term shall be on all the terms and conditions of this Lease, except that the Base Rent during the Extension Term shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, and tenant improvement allowances then being offered to renewing tenants leasing space in the Koreatown office sub-market area ("Market").
- (d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.
- (e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the Market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent, as determined jointly by Landlord and Tenant. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building within a 5-mile radius in the Market, taking into account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-sublease, non-expansion, space for renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, parking rights and obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.
- (f) Opinion. Landlord shall submit its opinion of Market Rental Value to Tenant within thirty (30) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting

Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

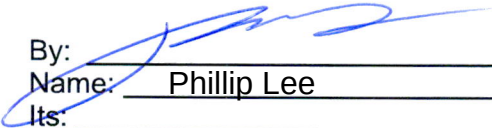
- (g) Amendment of Lease. Immediately after Tenant has exercised its option granted pursuant to Section 35 and Landlord and Tenant have agreed on the Base Rent for the Extension Term, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.



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

LANDLORD:

3333 WILSHIRE BUILDING, LLC,  
A Delaware limited liability company

By: 

Name: Phillip Lee

Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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

John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

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

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

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: 

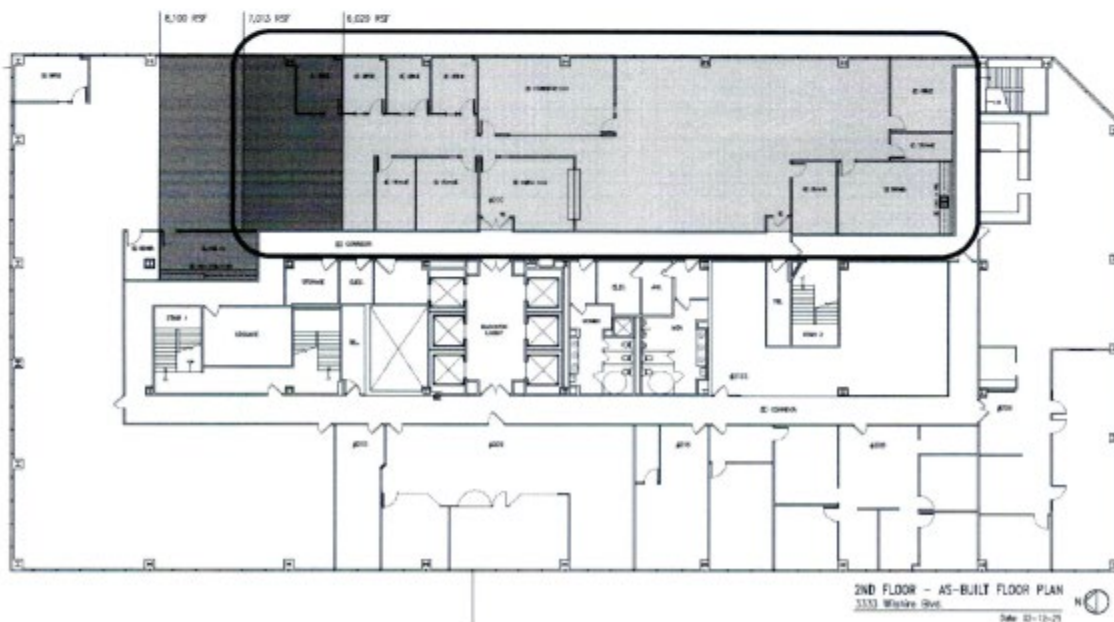
Senior Deputy

**EXHIBIT A**  
**SITE PLAN OF PREMISES**

Ground floor



2<sup>nd</sup> floor



## 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 3333 WILSHIRE BUILDING, LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3333 Wilshire Blvd, Los Angeles, CA 90010 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 4) The Premises contain 13,127 rentable square feet of space; and

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

- 1) Base Rent per month as of the Commencement Date is \$35,442.90 per month.
- 2) The Base Index month is \_\_\_\_\_.
- 3) The Base Index is \_\_\_\_\_.
- 4) The first New Index month is \_\_\_\_\_.
- 5) The annual rent will increase no more than 3% per year.

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

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

Landlord:

3333 WILSHIRE BUILDING, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Joyce Chang  
Senior Manager

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **EXHIBIT C**

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

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

## **EXHIBIT D**

### **CLEANING AND MAINTENANCE SCHEDULE**

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

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

#### **B. WEEKLY**

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

#### **C. MONTHLY**

1. Floors washed and waxed in uncarpeted office area.
2. High-reach areas, door frames and tops of partitions dusted.
3. Upholstered furniture vacuumed, plastic and leather furniture wiped
4. Picture moldings and frames dusted.
5. Wall vents and ceiling vents vacuumed.

6. Carpet professionally spot cleaned as required to remove stains.
7. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

1. Light fixtures cleaned and dusted, but not less frequently than quarterly.
2. Wood furniture polished.
3. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
4. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

1. Windows washed as required inside and outside but not less frequently than twice annually.
2. All painted wall and door surfaces washed and stains removed.
3. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

1. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
2. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
3. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

1. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
2. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
3. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

4. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
  - i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

5. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph F.3 of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
6. All HVAC ducts cleaned as needed.

#### H. GENERAL

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



**EXHIBIT E**

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

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

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

)  
)  
)  
)  
)  
)  
)

Space above for Recorder's Use

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**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

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

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

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

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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: \_\_\_\_\_

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 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 that specified in the Lease.

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

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

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

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

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

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

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

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

COUNTY OF LOS ANGELES,  
a body corporate and politic

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

## EXHIBIT G

### COMMUNITY BUSINESS ENTERPRISE FORM

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

| <b>I. Minority/Women Participation in Firm</b> (Partners, Associate Partners, Managers, Staff, etc.) |                                         |       |              |                                                 |           |       |
|------------------------------------------------------------------------------------------------------|-----------------------------------------|-------|--------------|-------------------------------------------------|-----------|-------|
| 1. Firm Name:                                                                                        |                                         |       |              | 3. Contact Person/Telephone Number:             |           |       |
| 2. Address:                                                                                          |                                         |       |              |                                                 |           |       |
|                                                                                                      |                                         |       |              |                                                 |           |       |
|                                                                                                      |                                         |       |              | 4. Total number of employees in the firm: _____ |           |       |
| 5. Provide the number of all minority employees and women in each category.                          | Owners, Partners and Associate Partners |       | Managers     |                                                 | Staff     |       |
|                                                                                                      | All O,P & AP                            | Women | All Managers | Women                                           | All Staff | Women |
| Black/African American                                                                               |                                         |       |              |                                                 |           |       |
| Hispanic/Latin American                                                                              |                                         |       |              |                                                 |           |       |
| Asian American                                                                                       |                                         |       |              |                                                 |           |       |
| Portuguese American                                                                                  |                                         |       |              |                                                 |           |       |
| American Indian/Alaskan Native                                                                       |                                         |       |              |                                                 |           |       |
| All Others                                                                                           |                                         |       |              |                                                 |           |       |

|                                                                                            |  |  |  |
|--------------------------------------------------------------------------------------------|--|--|--|
| <b>II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM</b>                                  |  |  |  |
| 1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____ |  |  |  |

|                                                    |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|----------------------------------------------------|--------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| 2. Total Number of Ownership/Partners, Etc.: _____ |              |       | <b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>                                                                                                                                                                                                                                                                                      |  |  |  |
| 3. Provide the percentage of ownership in each     | All Employee | Women | Is your firm currently certified as a minority owned business firm by the:<br><br>State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |  |
| Black/African American                             |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| Hispanic/Latin American                            |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| Asian American                                     |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| Portuguese American                                |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| American Indian/Alaskan Native                     |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
| All Others                                         |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|                                                    |              |       |                                                                                                                                                                                                                                                                                                                                          |  |  |  |

|                                                                                           |  |
|-------------------------------------------------------------------------------------------|--|
| <b>Section D. OPTION TO PROVIDE REQUESTED INFORMATION</b>                                 |  |
| <input type="checkbox"/> We do not wish to provide the information required in this form. |  |
| Firm Name: _____                                                                          |  |
| Signature/Title: _____                                                                    |  |
| Date: _____                                                                               |  |



**EXHIBIT H**

**MEMORANDUM OF LEASE**

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

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

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

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**MEMORANDUM OF LEASE**

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

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

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

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

LANDLORD: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

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

ATTEST:

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

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

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 I**

**LANDLORD'S WORK LETTER**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                |
| <b>BOARD MEETING DATE</b>                                                                         | 11/12/2025 & 12/09/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                |
| <b>DEPARTMENT(S)</b>                                                                              | Los Angeles County Library                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                |
| <b>SUBJECT</b>                                                                                    | Notice of intention to purchase real property and return to the Board on December 9, 2025 to authorize the purchase of 35119 80 <sup>th</sup> St East Littlerock Library                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                |
| <b>PROGRAM</b>                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable<br><b>If unsure whether a matter is subject to the Levine Act, email your packet to <a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter.</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                |
| <b>COST &amp; FUNDING</b>                                                                         | Total cost:<br>purchase price of \$700,000 plus NTE \$16,000 in associated escrow and title fees and other consideration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Funding source:<br>The appropriation adjustment will transfer \$416,000 from the Los Angeles County Library Operating Budget and \$300,000 from the Developer Fee Area #2 to the Littlerock Library Acquisition, Capital Project No. 70220, to fully fund the Property acquisition and associated escrow fees. |
|                                                                                                   | TERMS (if applicable): N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                |
|                                                                                                   | Explanation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                |
| <b>PURPOSE OF REQUEST</b>                                                                         | The purpose of the recommended action is to authorize publishing a notice of intention to purchase. Staff will return to the board on December 9, 2025, to receive authority to purchase the Property, establish a capital project and appropriation adjustment for a purchase price not to exceed \$700,000 plus \$16,000 in associated escrow and title fees and other consideration for a total of \$716,000.                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | For almost 15 years, the property has functioned as a County Library, serving the unincorporated area Littlerock and the surrounding Antelope Valley at the existing location. The Seller has expressed its desire to sell the Property and asked if the County was interested in purchasing it. The Seller will not renew the lease with the County beyond the lease renewal option period. The Property continues to meet the County Library's space and parking needs and is ideally located in a geographically appropriate area. Lease payments do not include operation costs, so Library is accustomed to paying these additional costs as part of the lease. |                                                                                                                                                                                                                                                                                                                |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain how:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Michael Rodriguez, Section Chief, County-owned Asset Management Branch<br>CEO Real Estate Division<br>213-974-4246<br><a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                |



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

*"To Enrich Lives Through Effective and Caring Service"*

November 12, 2025

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

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE  
PURCHASE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 70220  
APPROPRIATION ADJUSTMENT  
35119 80TH STREET EAST, LITTLEROCK (AKA LITTLEROCK LIBRARY)  
(APN 3049-031-908)  
(DISTRICT 5) (4 VOTES)**

**SUBJECT**

Approval of the recommended actions would authorize the County of Los Angeles (County) to publish a Notice of Intention to Purchase, execute the Purchase and Sale Agreement (Agreement) with Littlerock Creek Irrigation District (Seller) for certain real property located at 35119 80th Street East, Littlerock, (APN: 3049-031-908) (Property), establish a capital project, approve an appropriation adjustment, and consummate the proposed acquisition of the Property.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed publication of the Notice of Intention is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter and the record.
2. Approve the Notice of Intention to Purchase the Property, in the form enclosed as Enclosure A, from the Seller for a purchase price of \$700,000, plus associated escrow and title fees and other consideration of approximately \$16,000, for a total not to exceed an amount of \$716,000.

*"To Enrich Lives Through Effective And Caring Service"*

3. Instruct the Executive Office, Board of Supervisors to publish the Notice of Intention to Purchase the Property, in accordance with section 6063 of the Government Code, which will state the date following the publishing period that the Board of Supervisors (Board) will meet to consummate the purchase.

**AT THE DECEMBER 9, 2025, BOARD MEETING SET BY THE NOTICE OF INTENTION TO PURCHASE, FOLLOWING THE GOVERNMENT CODE SECTION 6063 PUBLISHING PERIOD, IT IS RECOMMENDED THAT THE BOARD:**

1. Order the purchase of the Property to be consummated, in accordance with Government Code Section 25350 and Section 25353.
2. Authorize the Chief Executive Officer, or her designee, to execute the Agreement, approved as to form by County Counsel as Enclosure B, to purchase the Property for \$700,000 plus associated escrow and title fees and other consideration not to exceed \$16,000, and authorize the Chief Executive Officer, or her designee, to take all further actions necessary and appropriate to complete the transaction contemplated by the Agreement, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer and acceptance of the deed conveying title of the Property to the County.
3. Establish and approve the Littlerock Library Acquisition, Capital Project No. 70220.
4. Approve the enclosed appropriation adjustment, attached as Enclosure C, to use \$716,000, by transferring \$416,000 from the Los Angeles County Library (Library) Operating Budget and \$300,000 from the Developer Fee Area #2 to the Littlerock Library Acquisition, Capital Project No. 70220, to fund the purchase, associated escrow fees, and independent consideration for the Property.
5. Instruct the County's Office of the Assessor to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Property is situated on approximately 1.86 acres of land with an improved free-standing building of approximately 3,680 square feet of office space and an adjacent parking structure.

The County has been using the Property as a library for the past 15 years. The County entered into a lease on December 1, 2010, and the current lease term will expire on December 17, 2026. The lease has a five-year option to renew the lease. The Seller has

expressed its desire to sell the Property and inquired if the County was interested in purchasing the Property. Moreover, the Seller also mentioned they would not renew the lease with the County beyond the option period. A search was conducted to find alternative replacement properties; however, no suitable replacement property was found.

The Property continues to meet the Library's needs and is located in a geographically appropriate area. The purchase price reflects the fair market value for the Property which has been substantiated by the County-commissioned appraisal report.

The Library has elected to purchase the Property so that it may continue to provide services to the public in the surrounding areas. Purchasing the Property would aid the County in reducing its overall lease footprint and costs associated with leasing.

The Chief Executive Office (CEO) recommends acquiring the Property, as the Library has operated at this location for the past 15 years, serving the surrounding area and nearby communities. The need for these services is expected to continue well into the future.

The CEO has completed all the necessary due diligence and is now returning to the Board to request authority to proceed with the purchase of the Property in compliance with CEQA guidelines.

### **Implementation of Strategic Plan Goals**

The recommended actions support North Star 1- "Make Investments that Transform Lives" providing that we aggressively address society's most complicated social, health, and public safety challenges.

The proposed purchase is also consistent with North Star 3 – "Realize Tomorrow's Government Today" and is also consistent with Strategic Asset Management Goal- Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed acquisition of the Property supports the above goals and objective by continuing the County's use of an existing operational facility that provides necessary community services. Furthermore, the proposed acquisition of the Property would eliminate the need for the County to continue to pay rental payments under a lease of private property and would ensure the County receives full autonomy and site control of this real estate asset under County ownership.

### **FISCAL IMPACT/FINANCING**

The total purchase price for the Property is \$716,000 which includes the \$700,000 purchase price, \$16,000 in associated escrow and title fees, and other consideration. The



funds have been budgeted by the Library to purchase the Property. Once acquired, the projected annual operating expenses for the Property are \$110,000, which include building and equipment maintenance, repairs, janitorial, security, management fees, and landscaping. Annual utility costs for the Property in 2024 were \$18,500. If the County were to continue to lease the Property instead of purchasing at this time, the total rent due up to the expiration date of the lease renewal option, which is December 17, 2031, would total \$370,000, which is about one-half of the total acquisition cost.

The purchase price of \$700,000 was substantiated by a fair market appraisal completed by a licensed appraiser.

Approval of the enclosed appropriation adjustment will transfer \$416,000 from the Library's Operating Budget and \$300,000 from the Developer Fee Area #2 to the Littlerock Library Acquisition, Capital Project No. 70220, to fund the purchase, associated escrow and title fees and other considerations for the Property.

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

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for the use of the County for buildings or for other public purposes. Pursuant to Government Code Sections 6063 and 25350, a Notice of Intention to Purchase will be published for the intended action to purchase real property, and a Board meeting will be held on December 9, 2025, or thereafter following the three-week publishing period to receive comments prior to consummating the proposed acquisition.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the County of Los Angeles Department of Regional Planning. Our office did not receive a response within the 40-day period which means the recommended action is deemed to be in conformance with the general plan.

The Department of Public Works has reviewed all the environmental assessments, surveys, studies, and due diligence reports and materials that have been ordered and to be performed for the Property and will ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy.

County Counsel has reviewed the Agreement and the grant deed related to the proposed acquisition and approved them as to form. County Counsel has also reviewed all associated real estate documents and encumbrances on title.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed publication of the Notice of Intention is not a project under CEQA because the activity is excluded from the definition of a project under California Public Resources

Code section 21065 and is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

The proposed acquisition and operation of the Property for the uses included herein are statutorily exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the County's proposed acquisition and occupancy of the Property will have a significant effect on the environment. No changes are proposed to the existing facilities or to the current operation of the Property. Additionally, the ongoing operation of the facilities and change in the method of conveyance are categorically exempt under Section 15301 (u) of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines. The County intends to acquire the Property to use as it is currently being used as a public library. The proposed acquisition does not contemplate any expansion nor modification of the existing building.

In addition, based on the project records, the project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions to acquire the Property, the CEO will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and will post the Notice to the County's website in accordance with Public Resources Code Section 21092.2.

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

The proposed acquisition of the Property will allow the County to continue providing services to the people of the unincorporated areas of Littlerock and the surrounding Antelope Valley at the existing location.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

The Honorable Board of Supervisors  
11/12/2024  
Page 6

FAD:JMN:JTC:JLC  
HD:MGR:MJC:ns

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Assessor  
Auditor-Controller  
Internal Service  
Library

**NOTICE OF INTENTION  
TO PURCHASE PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Chief Executive Officer, or her designee, to purchase real property from Littlerock Creek Irrigation District ("Seller") located at 35119 80<sup>th</sup> St. East, Littlerock, State of California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Seven Hundred Thousand Dollars (\$700,000).

This matter will be considered by the Board of Supervisors of the County of Los Angeles on November 12, 2025, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Michael Chae at (213) 974-4351 or [mchae@ceo.lacounty.gov](mailto:mchae@ceo.lacounty.gov).

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

EDWARD YEN, Executive Officer  
Board of Supervisors, County of Los Angeles

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

APPROVED AS TO FORM:

DAYWN R. HARRISON  
County Counsel

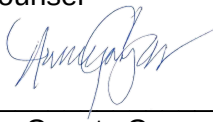
By  \_\_\_\_\_  
Deputy County Counsel

**Exhibit A**

**Legal Description of the Land**

APN/Parcel ID(s): 3049-031-908

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 270 FEET OF THE NORTH 540 FEET OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 11 WEST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between LITTLEROCK CREEK IRRIGATION DISTRICT (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Seller is the fee owner of certain real properties located at 35119 80th Street East in the City of Littlerock, County of Los Angeles, State of California (collectively the “Property”), consisting of a building totalling approximately 3,680 square feet and situated on approximately 1.86 acres of land, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller desires to sell the Property (as defined in Section 1, *infra*) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

C. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.*

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

### AGREEMENT

1. Purchase and Sale; Property. Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller’s right, title and interest in the Buildings and Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller’s right, title and interest in all of the following items in respect of the Land (collectively, the “**Property**”):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller’s right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the “**Appurtenances**”);

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the “**Improvements**” and together with the Land and Appurtenances, the “**Real Property**”);

1.3. all personal property, equipment, supplies and fixtures, if any, located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or

otherwise relating to, the Real Property (collectively, the “**Personal Property**”). Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the “**Contracts**”), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date, as listed on Exhibit C (collectively, the “**Leases**”), in each case to the extent such Leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and all applications, plans, drawings, designs, sigs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

## 2. Purchase Price; Independent Consideration.

2.1. Purchase Price. The purchase price for the Property is Seven Hundred Thousand Dollars (\$700,000.00) (the “**Purchase Price**”).

2.1.1. Independent Consideration. Within Fourteen (14) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. Purchase Price Balance. Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

3. Condition of Property. Due Diligence Materials. Seller previously provided County with a copy of certain due diligence materials listed on Schedule 3(a) attached hereto (collectively, the “**Due**

**Diligence Materials**”). Notwithstanding the foregoing, if, after Seller initially provides the Due Diligence Materials to County, but prior to the Closing or termination of this Agreement, any new, modified or supplemented Due Diligence Materials shall come into Seller’s possession or control, then, within three (3) Business Days thereafter, Seller shall make such new, modified or supplemented Due Diligence Materials available to County and County’s Representatives (as defined in Section 3.3). If Seller provides any new, modified, or supplemented Due Diligence Materials after the Due Diligence Deadline, the Closing shall be extended to the extent reasonably necessary to accommodate County’s review and approval of such new, modified or supplemented Due Diligence Materials.

3.1. Preliminary Title Report. Seller has provided County a preliminary title report or title commitment (in either case, the “**PTR**”) for the Properties issued by the Title Company (as defined in Section 5.1), and a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send County a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

3.2. County’s Inspections. Seller has previously granted County access to the property to complete inspections. During the Due Diligence Period and thereafter prior to any termination of this Agreement, County and County’s elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, “**County’s Representatives**”) may continue, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Seller’s representative, James Chaisson (Phone: 661.944.2015; Email: jchaisson@lrcid.com) (“**Seller’s Representative**,”) enter upon the Real Property solely to conduct such inspections, investigations and tests as County deems appropriate in its sole and absolute discretion. The inspections, investigations, tests, retests and activities referred to in the immediately-preceding sentence, and any borings and invasive testing activities described below, are referred to in this Agreement, collectively, as “**County’s Inspections**.” Prior to entering upon the Real Property for the first time to conduct any invasive or destructive testing, including without limitation a Phase II environmental survey, County shall obtain the written approval of Seller’s Representative, in his reasonable discretion, of such invasive or destructive testing. County’s right of entry to premises occupied by Tenants under Leases at all times prior to the Closing shall be subject to required prior notification, if any, of Tenants under Leases, and Seller shall coordinate the timing of County’s Inspections with the Tenants. Such coordination shall be limited to requesting access from Tenants consistent with their existing Leases, and Seller shall not be responsible for, or have any obligation to take legal or other action as a result of, any lack of cooperation by any Tenant. In conducting County’s Inspections, County and County’s Representatives shall use reasonable care and consideration and shall use its good faith efforts to schedule the date(s) and time(s) of County’s Inspections so as not to unreasonably interfere with the operations of the Tenants or Tenants’ use of their leased premises. In connection with County’s Inspections, County shall immediately restore the Property to substantially the same condition as it was in prior to the inspection or test at County’s sole expense unless such non-restoration is approved in writing by Seller in its reasonable discretion. If County or County’s Representatives undertake any borings or other disturbance of the soil, the soil shall be replaced and, if Seller shall reasonably require, recompacted to its condition immediately prior to any such borings or other disturbance and County shall obtain at its own expense a certificate from a licensed soils engineer that certifies that such disturbance has been recompacted to such condition. County shall cause County’s Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted; (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous condition on or about the Property, (iii) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, “**Applicable Laws**”); (iv) in compliance with the terms of the Leases and in a manner that does not unreasonably disturb any Tenant or the business being conducted on the Property; (v) only after obtaining all permits required to be obtained with respect to such activities; and (vi) in a manner that does not cause



any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Seller or the Property. Seller shall have no obligation to repair any problems or defects disclosed by County's Inspections. A representative of Seller may accompany County during the County's Inspections at County's election. County shall have the right to meet with governmental officials having jurisdiction over the Property, subject to prior written notice to Seller of, and a reasonable right of Seller's representative (and/or Seller's counsel) to attend, any such meetings or to participate in any such calls. County shall not contact or communicate with any Tenant until after County's delivery to Seller of written notice approving the .

### 3.3. County's Due Diligence Approvals.

3.3.1. Due Diligence Review. County's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by County, in County's sole and absolute discretion, of County's due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and County's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time on Fourteenth (14th) day following the Effective Date (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, County determines that it is dissatisfied, in County's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for County's intended use, or with any of the Due Diligence Materials or the results of County's Inspections, then County may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and Title Company on or before the Due Diligence Deadline of County's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations.

3.3.2. Assumed Contracts. County shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, County elects to assume. Other than the Contracts that County has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

3.3.3. County agrees to accept the Property at the Closing subject to the continuing possession of the Real Property by tenants, if any, under Leases in effect as of the Closing Date that are in possession of their premises at the Closing (collectively, "**Tenants**").

3.3.4. Seller shall not amend, modify or terminate any Lease, if any, or enter into any new Lease, at any time prior to the Closing, without County's prior written consent, which consent may be granted or withheld in County's sole and absolute discretion.

3.3.5. Within two (2) Business Days after the Effective Date, Seller shall deliver to each Tenant a form of estoppel certificate with a request that the Tenant complete, sign and return the estoppel certificate to County not later than the date that is four (4) calendar days after the date of delivery to such Tenant. The estoppel certificate requested from Tenants shall be substantially in the form attached hereto as Exhibit I, or in such other form as is reasonably acceptable to County, provided that, if Tenant's Lease shall prescribe a different form of estoppel certificates, such prescribed form of estoppel certificate may instead be requested from that Tenant. Seller shall promptly forward to County all Tenant completed estoppel certificates and, upon County's request, provide updates to County as to the status of receipt of the estoppel certificates. If County is dissatisfied in any respect with any disclosures by Tenants in estoppel certificates received during the Due Diligence Period, or with the failure of any Tenant to complete and return an estoppel certificate during the Due Diligence Period, County's sole recourse shall be to terminate this Agreement during the Due Diligence Period. If an estoppel certificate is received by County from a

Tenant after the Due Diligence Period, but prior to the Closing, it shall be a condition precedent to County's Closing obligations that such estoppel certificate does not disclose material and adverse information concerning the Property, or material and adverse information inconsistent with any material representation and warranty of Seller in this Agreement, not known to County prior to expiration of the Due Diligence Period. Except to the extent expressly provided in the immediately preceding sentence, after the Due Diligence Period, County's obligations under this Agreement are not contingent in any respect upon County's receipt, or the content, of any estoppel certificates. Seller's sole obligation with respect to this Section 3.4.3.2 shall be to request tenant estoppel certificates from all Tenants, use commercially reasonable efforts (which shall not require incurring any costs other than costs of mailing and nominal clerical costs) to obtain a signed estoppel certificate from all Tenants in the applicable forms specified in this Section 3.4.3.2 and promptly forward all signed estoppel certificates to County.

### 3.3.6. Title Review.

3.3.6.1. County shall have until the Due Diligence Deadline to deliver to Seller written notice ("**County's Title Notice**") of County's approval, conditional approval, or disapproval, in County's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

3.3.6.2. Seller shall have five (5) Business Days after County's Title Notice or County's deemed disapproval ("**Seller Response Period**"), to provide County with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by County to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to County, in County's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give County and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to County in County's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by County. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing all delinquent tax liens for the Property, mechanics' liens (attributable to work not contracted for by County), mortgages, deeds of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Property (collectively, "**Monetary Liens**") or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from County's Inspections. Title Company shall use the proceeds of the Purchase Price otherwise due to Seller in order to remove Monetary Liens continuing to encumber the Property immediately prior to the Closing.

3.3.6.3. If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by County to be cured prior to the Closing Date, then County may, by not later than ten (10) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If County does not deliver the Title Approval Notice in such case, County shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a County holiday (as such County holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

3.3.6.4. If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then County may issue a supplement to its County's Title Notice within ten (10) Business Days after County's receipt of legible copies of the title documents referenced in

such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within five (5) Business Days with a supplement to Seller's Title Response.

3.3.7. County's failure to either disapprove or approve in writing any of the items described in this Section 3.4 within the time period allotted to such item shall be deemed to constitute County's disapproval of same.

#### 4. Prorations and Apportionments.

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the "**Proration Time**"), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The Party receiving the actual tax bill shall deliver a copy thereof to the other Party within ten (10) calendar days of receipt and the parties shall complete the re-proration based on the actual tax bill within fifteen (15) calendar days thereafter. All taxes, bonds, assessments and supplemental taxes due and payable prior to the Closing shall be paid by Seller on or before the Closing. All taxes, bonds, assessments and supplemental taxes due and payable following the Closing shall be assumed and/or paid by County (County having received a credit at the Closing, to the extent provided in the immediately preceding sentence and not paid by Seller, for the portion thereof attributable to the period prior to the Closing).

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than sixty (60) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under Leases, Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. Rents payable under the Leases, if any, and any other revenues received with respect to the Property, shall be prorated as of the Proration Time and based on the actual number of days in the month in which the Closing occurs. County shall receive a credit on the Closing Statement (as defined in Section 5.2.8) for all rent payable under the Leases, and other Property revenue, for the month in which the Closing Date occurs and received by Seller to the extent attributable to any period following the Closing. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases, or

other Property revenues, for any period before Closing. All amounts collected by County subsequent to Closing relating to delinquent rents (or other Property revenues) will be promptly remitted to Seller; provided, however, all rents (or other Property revenues) received by County after Closing will be applied first to the rental (or other revenue) period in which the Closing occurred, second to any current rental (or other revenue) period following the Closing and third to satisfy delinquent rental (or other revenue) obligations for any period before Closing not prorated at Closing. Seller will retain all ownership rights relating to any such delinquent rents or other Property revenues attributable to the period prior to Closing; if County has not collected the same within thirty (30) calendar days from the Closing, then Seller may take such action as it deems necessary to collect such delinquent rents (or other Property revenues), including the commencement of an action against the tenants under the Leases or any other person liable for such delinquent rents or revenues, but not including any action for unlawful detainer or other action seeking to terminate such tenant's lease or occupancy of its premises or seeking to terminate any other Contract assigned to County at Closing.

4.5. County shall be credited and Seller shall be charged with the balance of any security deposits then held by Seller under the Leases. In the event that Seller holds any letters of credit as a tenant security deposit, then prior to the Closing Seller shall (i) execute and deliver to Title Company such assignment and/or transfer documents as may be called for under such letters of credit for the transfer of such letters of credit to County, and (ii) at County's option, either deliver into Escrow or deliver to County, upon confirmation of the Closing, the originals of such letters of credit. County and Seller shall each be responsible for fifty percent (50%) of the amount of the transfer fee required under such letters of credit.

4.6. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.7. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.8. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.9. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

## 5. Opening and Closing.

5.1. Opening; Closing Date and Place. Within three (3) Business Days after the Effective Date, County and Seller shall deposit one (1) fully executed original Agreement into escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow holder with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the date (the "**Closing Date**") on which the grant deed in the form of Exhibit D attached hereto (the "**Deed**"), conveying the Real Property to County, is recorded in the Official Records of Los Angeles County, California. The Closing Date shall occur on the date that is at least fifteen (15) calendar days following County's written notice to Seller and Title Company on or before the Due Diligence Deadline of County's satisfaction of its due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and County's Inspections, and election to

purchase the Property, or such earlier date as County shall designate by not less than three (3) Business Days' prior written notice to Seller and Title Company. Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**") shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S Figueroa Street #4000, Los Angeles, CA 90017, and the primary contact person is TBD.

5.2. Seller's Closing Deliveries. At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit E attached hereto (the "**Bill of Sale**"), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit F attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit G attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A letter signed by Seller and addressed to the Tenants under the Leases, if any, advising the Tenants of the sale of the Property to County and directing that all future rent payments and other charges are to be forwarded to County at an address to be supplied by County;

5.2.8. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.9. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit H attached hereto and other documents reasonably required by the Title Company.

5.3. County's Closing Deliveries. At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"):

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. The General Assignment, executed by County;

5.3.4. The Closing Statement, executed by County;

5.3.5. Such evidence of County's authority and other documents reasonably required by the Title Company; and

5.3.6. A Certificate of Acceptance (“**Certificate of Acceptance**”), executed by County.

5.4. Closing Expenses. At Closing, Seller shall pay: (i) all documentary transfer taxes required to be paid as to the Deed, if any; (ii) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); (iii) the premium for the CLTA Policy (as defined in Section 6.1); and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. At Closing, County shall pay: (1) the additional premium costs to obtain an ALTA Policy (as defined in Section 6.1), if requested by County, and any endorsements desired by County; (2) the cost of any Survey ordered by County; and (3) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party’s obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. County’s Conditions Precedent to Closing. County’s obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the “**County Conditions Precedent**”):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller’s Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 5.5.5 is a nonwaivable County Condition Precedent), or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties’ respective rights and remedies shall be governed by Section 8 below. “**Surviving Obligations**” shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their respective obligations



under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. Seller's Conditions Precedent to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. Title Company Actions at Closing. At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; (iv) a copy of each of the FIRPTA and Form 593-C; (v) a copy of each estoppel certificate described in Section 3.4.3.2; and (vi) a copy of each letter described in Section 5.2.7.

5.8. Operation of the Property Prior to the Closing Date. Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

6. Title Policy; Permitted Exceptions.

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

6.2. In the event that County elects to obtain an ALTA Policy, County shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. County shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that County may elect to obtain.

7. Representations, Warranties, Covenants and Acknowledgments.

7.1. Seller Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:



7.1.1. Seller is a duly formed, duly organized and validly existing Limited Liability Company, a California Limited Liability Company, and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c)

encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of the Leases and Contracts provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. Seller is delivering vacant Buildings, free of any tenants, and that there are no leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing. As of Closing, no person or entity other than County is in or entitled to possession of the Property.. As of the Closing, there shall be no commissions or tenant improvement cost obligations for which County is responsible. No person or entity other than Seller and the Tenants under Leases is in or entitled to possession of the Real Property or any improvements thereon.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

**“Environmental Law”** means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, **“CERCLA”**), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term **“Environmental Law”** also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

**“Hazardous Substances”** shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller's actual knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

7.1.18. Neither Seller, nor to Seller's actual knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of James Chaisson as a representative of the Littlerock Creek Irrigation District, without duty of inquiry. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller's knowledge. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years; provided, however, if any representation and warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company and receive from Title Company and/or Seller, within three (3) Business Days following delivery of County's termination notice. Notwithstanding the foregoing, if any representation of Seller provided herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. County Representations and Warranties. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will

be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of [ ], without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge. The representations and warranties of County set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for a period of two (2) years.

## 8. Rights and Remedies Upon Default.

8.1 Seller's Remedies Upon Default of County. If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 County's Remedies Upon Default of Seller. If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 The provisions of this Section 8 shall survive termination of this Agreement.

## 9. Casualty or Condemnation.

9.1. Casualty or Condemnation. In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within ten (10) Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of

the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon (“**Loss**”). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller’s rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2. Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County’s Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County’s receipt of written notice thereof from Seller.

10. Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

11. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

12. Time of Essence. Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

13. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature.



14. Waiver. Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

15. Construction. Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

16. Headings. The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

17. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Broker. Upon the Closing, Seller shall pay real estate brokerage commissions to TBD ("Seller's Broker") with respect to this transaction, in accordance with Seller's separate agreement with Seller's Broker (the "Broker Agreement"), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller's Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder's fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys' fees and costs, in connection with any commissions, finders' fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. County shall receive from Seller or Seller's Broker, within ten (10) days after the execution of this Agreement, an amount equal to fifty percent (50%) of all commissions due to Seller's Broker as a result of the execution of this Agreement, as set forth in the Broker Agreement. This Section 18 shall survive the Closing.

19. Assignment. This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller's consent. Any permitted assignee shall succeed to all of County's rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

20. Merger. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

21. General Rules of Interpretation. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes" or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole.

unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

22. Date of Performance. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

23. Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

24. Acceptance of the Deed. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

25. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, “**Notices**”) must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender’s registered mail or certified mail receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County:

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street,  
7th Floor  
Los Angeles, CA 90012  
Attn: Joyce Chang, Senior Manager



With a copy to:

County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attn: Real Property Division

To Seller:

Littlerock Creek Irrigation District  
35141 87<sup>th</sup> ST East  
Littlerock, CA 93543

26. No Modification. This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

27. Rights of the Title Company. If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

28. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller’s provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller’s failure to provide such consideration may negatively affect the County’s

consideration of the Seller's offer to sell the Property. Seller 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 negotiation, consummation or administration/management of this Agreement. Seller 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 Seller's submission being eliminated from consideration.

29. No Offer or Binding Contract. The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered,  
as of the Effective Date.

“Seller”

LITTLE ROCK CREEK IRRIGATION DISTRICT,  
a Special District

By: 

Name: James Chaisson

Title: General Manager

**“County”**

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

FESIA A. DAVENPORT

Chief Executive Officer

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

Name: John T. Cooke

Title: Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Register-Recorder/County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

### ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between [\_\_\_\_], as Seller, and the County of Los Angeles, as County, dated [\_\_\_\_], and relating to the property located at [\_\_\_\_], Los Angeles, California, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Its Duly Authorized Representative*

**Exhibit A**

**Legal Description of the Land**

APN/Parcel ID(s): 3049-031-908

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 270 FEET OF THE NORTH 540 FEET OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 11 WEST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

**Exhibit B**

**Contracts**

**Exhibit C**

**Leases**



**Exhibit D**

**Form of Grant Deed**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use

ASSESSOR'S IDENTIFICATION NUMBER: [\_\_\_\_\_]

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00; CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LITTLEROCK CREEK IRRIGATION DISTRICT (“**Grantor**”), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate (“**Grantee**”), all of Grantor’s rights, title and interests to that certain real property located at 35119 80th Street East in the City of Littlerock, County of Los Angeles, State of California, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

“Grantor”

LITTLE ROCK CREEK IRRIGATION DISTRICT,  
a \_\_\_\_\_

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

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

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

personally appeared \_\_\_\_\_, 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 A (to Grant Deed)**

**Legal Description of the Property**

APN/Parcel ID(s): 3049-031-908

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 270 FEET OF THE NORTH 540 FEET OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 11 WEST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

**Exhibit E**

**Form of Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE (this “**Bill of Sale**”) is made as of \_\_\_\_\_, 2025 by and between LITTLEROCK CREEK IRRIGATION DISTRICT (“**Seller**”), and County of Los Angeles, a body politic and corporate (“**County**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of \_\_\_\_\_, between Seller and County (the “**Agreement**”), all of Seller’s right, title and interest, if any, in and to all (collectively, the “**Personal Property**”) personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of South Gate, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Real Property**”). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its “AS IS” condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: \_\_\_\_\_

\_\_\_\_\_,  
a \_\_\_\_\_

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

**Exhibit A (to Bill of Sale)**

**Legal Description of the Real Property**

APN/Parcel ID(s): 3049-031-908

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 270 FEET OF THE NORTH 540 FEET OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 11 WEST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

## Exhibit F

### **Form of General Assignment**

#### **ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_ (“**Assignor**”) and COUNTY OF LOS ANGELES, a body politic and corporate (“**Assignee**”).

#### RECITALS

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated \_\_\_\_\_ (the “**Purchase Agreement**”), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the “**Real Property**”); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor’s rights, title and interest in and to the Leases (defined below), the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

29.1. All leases, license agreements, and other agreements for occupancy of the Real Property identified on Schedule 2 attached hereto (the “**Leases**”); provided, however, that Assignor hereby retains all contract rights under the Leases that accrued prior to the transfer of the Real Property to Assignee, including without limitation, any and all rights and causes of action to recover past-due rent or other charges due under the Leases;

29.2. All service agreements, maintenance agreements, and other contracts listed on Schedule 3 attached hereto (the “**Contracts**”); and

29.3. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the “**Intangible Property**”).

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor’s obligations under the Leases and Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.



5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,  
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

\_\_\_\_\_,  
a \_\_\_\_\_

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

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

ASSIGNEE:

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

FESIA A. DAVENPORT

Chief Executive Officer

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

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

**Schedule 1**

**Purchase Agreement**

**Schedule 2**

**Leases**

**Schedule 3**

**Contracts**

**Exhibit G**

**CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the United States Internal Revenue Code (the “Code”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. LITTLEROCK CREEK IRRIGATION DISTRICT (“Seller”) is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate (“Transferee”). Seller is owned one hundred percent (100%), either directly or indirectly, by \_\_\_\_\_ (“Transferor”). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor’s United States employer identification number is: \_\_\_\_\_.
4. Transferor’s office address is: \_\_\_\_\_.

[Signature page follows.]

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: \_\_\_\_\_, 20\_\_

TRANSFEROR:

\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

## **Exhibit H**

### **Form of Owner's Affidavit**

Los Angeles County, California

Order/File No. \_\_\_\_\_

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report \_\_\_\_\_ (with an effective date of \_\_\_\_\_, 2018) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that \_\_\_\_\_ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [\_\_\_\_\_], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit



for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

*[Signature Page Immediately Follows]*

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**“Owner”:**

\_\_\_\_\_,  
\_\_\_\_\_

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

personally appeared \_\_\_\_\_, 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 "A" (to Owner's Affidavit)**

**Legal Description of the Land**

APN/Parcel ID(s): 3049-031-908

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTH 270 FEET OF THE NORTH 540 FEET OF THE EAST ONE-HALF OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 11 WEST SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

**Exhibit I**

**Form of Tenant Estoppel**

**Tenant Estoppel Certificate**

TO: \_\_\_\_\_ (“**Landlord**”)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and: County of Los Angeles (“**County**”)  
Chief Executive Office  
Real Estate Division  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, California 90012  
Attn: Joyce Chang, Senior Manager

Re: that certain NAME OF LEASE AGREEMENT dated as of \_\_\_\_\_ (the “**Lease**”), by and between Landlord and \_\_\_\_\_, a \_\_\_\_\_, (“**Tenant**”) regarding \_\_\_\_\_ DESCRIPTION OF LEASED PROPERTY (the “**Premises**”)

Except as otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Lease. Tenant hereby certifies to County and Landlord as follows:

1. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises, is in full force and effect, and has not been modified, changed, altered, supplemented, assigned, extended or amended in any respect, except \_\_\_\_\_. A true, correct and complete copy of the Lease is attached hereto as **Exhibit A**.

2. [Base Rent] has been paid to the first day of the current month and all [Additional Rent] has been paid and collected in a current manner. There is no prepaid rent except \$\_\_\_\_\_.

3. The amount of the security deposit delivered under the Lease is \$\_\_\_\_\_, and such security deposit is held in the form of [cash/letter of credit].

4. [Base Rent] is currently payable in the amount of \$ \_\_\_\_\_ per month, exclusive of Tenant’s share of taxes and operating expenses. [Additional Rent] is currently payable in the amount of \$ \_\_\_\_\_ per month. The Base Rent will increase to \$ \_\_\_\_\_ on \_\_\_\_\_.

5. The Lease [commenced on \_\_\_\_\_, \_\_\_\_ and] terminates on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated in accordance with the terms of the Lease.

6. Tenant has no options to extend the term of the Lease, except \_\_\_\_\_.

7. Tenant has accepted possession and is in occupancy of the Premises.

8. There are no defaults on the part of Landlord under the Lease, and there are no events currently existing that would, with the lapse of time or the giving of notice or both, give Tenant the right to

cancel or terminate the Lease. To Tenant's knowledge, Tenant has no defense as to its obligations under the Lease and no charge, lien, claim, or set-off against Landlord or otherwise. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied, except \_\_\_\_\_.

9. Tenant is not entitled to any rent concessions, rebates or abatements (including any unpaid allowance or other contribution for improvements to the Premises), except as follows: \_\_\_\_\_.

10. Tenant has no right or option pursuant to the said Lease or otherwise to purchase all or any part of the Premises or the building of which the Premises are a part. Tenant has no right or option pursuant to the said Lease or otherwise to lease any additional space in the building of which the Premises are a part, except as set forth in the Lease.

11. Tenant has not assigned, transferred, or otherwise encumbered its interest under the Lease, or subleased or licensed any portion of the Premises, except \_\_\_\_\_.

12. There are no actions pending against Tenant or any guarantor of Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or any state.

13. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any hazardous waste, hazardous substances, toxic waste, toxic substances or related materials (collectively, "**Hazardous Materials**") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws.

14. The statements contained herein may be relied upon by the Landlord and by any actual or prospective purchaser of the property of which the Premises is a part (including County) and its lenders and each of the foregoing's successors and assigns.

15. Each statement describing the Lease and the Premises set forth above is accurate.

16. There are no other agreements written or oral between the undersigned and the Landlord with respect to the Lease and/or the Premises and building.

17. Signature to this Tenant Estoppel Certificate if transmitted by e-mail, facsimile, .pdf or other electronic imaging shall be valid and effective to bind Tenant.

If a blank in this document is not filled in, the blank will be deemed to read "none."

If Tenant is a corporation or other entity, the undersigned signatory is duly appointed officer or other signatory and has the authority to bind the Tenant.

*[signature on next page]*

Tenant declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TENANT**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Its:

**Exhibit A (to Form of Tenant Estoppel)**

**Lease**

**Schedule 3A**

**(Due Diligence Items Delivered)**

**NEW FRONT PROPERTERTIES/SELLER TO PROVIDE LIST OF DELIVERED DUE DILIGENCE ITEMS**

**3. Due Diligence Materials.** Seller previously provided County with a copy of certain due diligence materials listed on Schedule 3(a) attached hereto (collectively, the “**Due Diligence Materials**”

3.1 any existing plans for or surveys of the Land;

3.1.1 any soils reports, reports pertaining to Hazardous Substances (as defined in Section 7.1) or other environmental conditions (including, without limitation, any existing “Phase I” or “Phase II” environmental report prepared for the Land), improvement and landscape plans, permits and licenses issued by any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body (each, a “**Governmental Authority**”), and significant correspondence with Governmental Authorities, that relate directly to the Property;

3.1.2 all easements, regardless of purpose or use, whether recorded or unrecorded, associated with the Property, or any development approvals thereto;

3.1.3 all architectural and civil or structural engineering documents that relate directly to the Property, all environmental development approvals, and governmental approvals, including but not limited to, as built plans and specifications for the Improvements, copies of all permits, licenses, entitlements and certificates of occupancy for the Property, tentative maps, final maps, and California Department of Real Estate approvals;

3.1.4 all Contracts, and any amendments and modifications thereto;

3.1.5 all Leases, and any amendments and modifications thereto, and a rent roll for the Real Property prepared as of [\_\_\_\_\_];

3.1.6 all agreements and documents relating to or concerning the Property or the proposed purchase, development and construction of the Property as contemplated herein, including any amendments or modifications thereto;

3.1.7 all tests, records, studies, reports, jurisdictional correspondence, or other documents relating to the physical aspects of the Property;

3.1.8 all presently effective warranties or guaranties from any contractors, subcontractors, suppliers, manufacturers, servicemen or materialmen in connection with any of the Personal Property or any construction, renovation, repairs or alterations of the Improvements or any tenant improvements; and

3.1.9 such other reasonable, usual and customary due diligence documents reasonably requested by County, to the extent in Seller’s possession



## Instructions

### Note:

1. All data entry must be input in the "INPUT" tab.
2. You may change the file name of this workbook to a more descriptive name, but **do not** convert from it's current file format of .xlsm.
3. Macros must be enabled in order to make any of the changes indicated in the **Useful Tips** section below.

### Sources/Uses:

Enter the Financing Source information as it would appear on a Budget Adjustment (i.e. Fund, Level 1 Org, Level 2 Org (if applicable), Account, and Amount). Department Code, Budget Unit Description, and Object Category fields will automatically prepopulate. Transfers In (e.g. 9911) entries should have corresponding Other Financing Uses (6100) entries or vice versa.

### Useful Tips:

Double click on the  button to insert new rows below the active row.

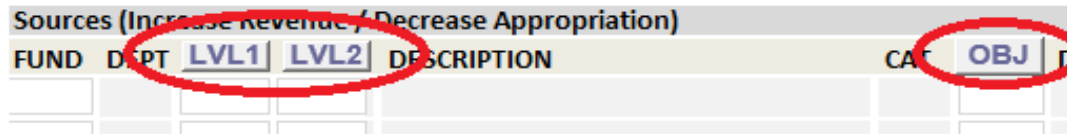
Double click on the  button to delete the active row.

Left click on the LVL1 or LVL2 buttons to add new level 1 or level 2 budget units.

The new level 1 or level 2 unit will be added to the bottom of the drop-down list.

Left click on the OBJ button to add new revenue source or balance sheet accounts.

The new code will be added to the bottom of the drop-down list.



| Sources (Increase Revenue / Decrease Appropriation) |      |      |      |             |     |     |
|-----------------------------------------------------|------|------|------|-------------|-----|-----|
| FUND                                                | DEPT | LVL1 | LVL2 | DESCRIPTION | CAT | OBJ |
|                                                     |      |      |      |             |     |     |
|                                                     |      |      |      |             |     |     |

If you have questions regarding the use of this Excel-based budget adjustment form, please contact Tope Okusanya at (213) 974-1325 or [tokusanya@ceo.lacounty.gov](mailto:tokusanya@ceo.lacounty.gov). All other questions should be directed to your CEO Budget Analyst.

MID-YEAR BUDGET ADJUSTMENT  
FY 2025-26

11/12/2025

Cluster

COMMUNITY SVCS AND CAPITAL PROGF

Type of Change

BUDGET ADJUSTMENT

Department Impacted

LA COUNTY LIBRARY

Program Impacted

Public Services

Funding Type

ONE-TIME

Type of Adjustment

MINISTERIAL CHANGES

Change in Budgeted Positions

0

Votes

4

Justification

Reflects the transfer of \$716,000 to the Littlerock Library Acquisition, Capital Project No. 70220 from the following sources: \$416,000 from the LA County Library Operating budget, and \$300,000 from the LA County Library Developer Fee Area # 2, to fund the purchase and associated escrow fees for the Property.

| Sources (Increase Revenue / Decrease Appropriation) |      |       |       |                                      |     |      |                                  |           |
|-----------------------------------------------------|------|-------|-------|--------------------------------------|-----|------|----------------------------------|-----------|
| FUND                                                | DEPT | LVL1  | LVL2  | DESCRIPTION                          | CAT | OBJ  | DESCRIPTION                      | AMOUNT    |
| B06                                                 | PL   | 41200 |       | LA COUNTY LIBRARY                    |     | 2000 | SERVICES & SUPPLIES              | 416,000   |
| BM2                                                 | PL   | 55382 |       | LA COUNTY LIBRARY DEVELOPER FEE AREA |     | 2000 | SERVICES & SUPPLIES              | 300,000   |
| A01                                                 | CP   | 65044 | 70220 | LITTLEROCK LIBRARY ACQUISITION       | 96  | 9919 | OPERATING TRANSFERS IN - CAPITAL | 716,000   |
|                                                     |      |       |       |                                      |     |      |                                  | 1,432,000 |
| Uses (Increase Appropriation / Decrease Revenue)    |      |       |       |                                      |     |      |                                  |           |
| FUND                                                | DEPT | LVL1  | LVL2  | DESCRIPTION                          | CAT | OBJ  | DESCRIPTION                      | AMOUNT    |
| B06                                                 | PL   | 41200 |       | LA COUNTY LIBRARY                    |     | 6100 | OTHER FINANCING USES             | 416,000   |
| BM2                                                 | PL   | 55382 |       | LA COUNTY LIBRARY DEVELOPER FEE AREA |     | 6100 | OTHER FINANCING USES             | 300,000   |
| A01                                                 | CP   | 65044 | 70220 | LITTLEROCK LIBRARY ACQUISITION       |     | 6014 | CAPITAL ASSETS - B & I           | 716,000   |
|                                                     |      |       |       |                                      |     |      |                                  | 1,432,000 |
| Appropriation                                       |      |       |       |                                      |     |      |                                  | 716,000   |
| Intrafund Transfers                                 |      |       |       |                                      |     |      |                                  | -         |
| Revenue                                             |      |       |       |                                      |     |      |                                  | 716,000   |
| Net County Cost                                     |      |       |       |                                      |     |      |                                  | -         |

Explanation of change

Reflects the transfer of \$415,000 from the LA County Library Operating budget, and \$300,000 from Developer Fee Area #2, total \$715,000 to the Littlerock Library Acquisition, Capital Project No. 70220, to fund the purchase and associated escrow fees for the Property.

Manager, CEO Approval

PINK

BA FORM 10142022

BOARD OF SUPERVISORS  
OFFICIAL COPY

November 12, 2025

COUNTY OF LOS ANGELES

DEPARTMENT OF LA COUNTY LIBRARY

REQUEST FOR APPROPRIATION ADJUSTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2025-26

4 - VOTES

| SOURCES                                                                                                                                                       | USES                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| LA COUNTY LIBRARY<br>B06-PL-2000-41200<br>SERVICES & SUPPLIES<br>DECREASE APPROPRIATION<br>416,000                                                            | LA COUNTY LIBRARY<br>B06-PL-6100-41200<br>OTHER FINANCING USES<br>INCREASE APPROPRIATION<br>416,000                                           |
| LA COUNTY LIBRARY DEVELOPER FEE AREA #2<br>BM2-PL-2000-55382<br>SERVICES & SUPPLIES<br>DECREASE APPROPRIATION<br>300,000                                      | LA COUNTY LIBRARY DEVELOPER FEE AREA #2<br>BM2-PL-6100-55382<br>OTHER FINANCING USES<br>INCREASE APPROPRIATION<br>300,000                     |
| LA COUNTY LIBRARY<br>LITTLEROCK LIBRARY ACQUISITION<br>A01-CP-96-9919-65044-70220<br>OPERATING TRANSFERS IN - CAPITAL PROJECTS<br>INCREASE REVENUE<br>716,000 | LA COUNTY LIBRARY<br>LITTLEROCK LIBRARY ACQUISITION<br>A01-CP-6014-65044-70220<br>CAPITAL ASSETS - B & I<br>INCREASE APPROPRIATION<br>716,000 |
| SOURCES TOTAL<br>\$ 1,432,000                                                                                                                                 | USES TOTAL<br>\$ 1,432,000                                                                                                                    |

JUSTIFICATION

Reflects the transfer of \$716,000 to the Littlerock Library Acquisition, Capital Project No. 70220 from the following sources: \$416,000 from the LA County Library Operating budget, and \$300,000 from the LA County Library Developer Fee Area # 2, to fund the purchase and associated escrow fees for the Property.

AUTHORIZED SIGNATURE

Ting Fanti/Departmental Finance Manager

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                    | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>BOARD MEETING DATE</b>                                                                            | 11/12/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                               | <input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                      |
| <b>DEPARTMENT(S)</b>                                                                                 | Chief Executive Office (CEO-Homeless Initiative and CEO-Real Estate Division)                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                      |
| <b>SUBJECT</b>                                                                                       | Notice of Intention to Purchase, Purchase Agreement, acquisition of real property referred to as either 2615 W. 8 <sup>th</sup> St. or 741 S. Coronado St. Los Angeles, CA                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>PROGRAM</b>                                                                                       | Los Angeles County Land Bank Pilot Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                        | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |
| <b>SOLE SOURCE CONTRACT</b>                                                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why:<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                      |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                         | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable<br><br><a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                   | Targeting Board approval on November 12, 2025 and December 9, 2025.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |
| <b>COST &amp; FUNDING</b>                                                                            | Total cost:<br>\$4,300,000 purchase price, \$100 independent consideration, \$11,096 title and escrow fees for a total of \$4,311,196                                                                                                                                                                                                                                                                                                                                                                                    | Funding source:<br>The \$4,311,196 total cost of the proposed acquisition is fully funded with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF)-Enabled funding that is already included in the Fiscal Year 2025-26 budget for Land Bank Pilot Program #1, Capital Project No. 7A001. |
|                                                                                                      | TERMS (if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                      |
|                                                                                                      | Explanation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| <b>PURPOSE OF REQUEST</b>                                                                            | Approval of the recommended actions will authorize the EO to publish the Notice of Intent to Purchase and after returning to the Board on 12/9/2025, authorize the CEO to acquire the private property by the County and authorize the County to execute a purchase and sale agreement and certificate of acceptance conveying title for the property to the County. County will also execute a License Agreement with IAC for a two-year term to maintain and operate the property as a revenue generating parking lot. |                                                                                                                                                                                                                                                                                                                      |
| <b>BACKGROUND</b><br>(include internal/external issues that may exist including any related motions) | The Board established the Land Bank Pilot Program (Pilot) on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. The Board allocated \$25 million toward the program. On May 3, 2024, the CEO-HI entered into a consultant services agreement (HI-024-002) with Inclusive Action for the City (IAC), a community development financial institution, to administer and manage the Pilot, in collaboration with CEO-HI.   |                                                                                                                                                                                                                                                                                                                      |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain how:<br>The Land Bank Pilot Team utilized various County indices as part of its parcel assessment process, including the Justice Equity Needs Index (JENI) and Justice Equity Services Index (JESI), among others.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                      |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                     | The Board's Homelessness priority seeks to expand and enhance services for people experiencing homelessness or at risk of losing their home. This Board item will allow CEO-Homeless Initiative to acquire property that will be developed with housing, to address the homeless and housing emergency affecting the County and the State.                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                      |
| <b>DEPARTMENTAL CONTACTS</b>                                                                         | Michael G. Rodriguez<br>Section Chief, County-owned<br>CEO Real Estate Division<br>213-974-4246<br><a href="mailto:mrodriguez@ceo.lacounty.gov">mrodriguez@ceo.lacounty.gov</a>                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 12, 2025

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

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE  
PURCHASE AGREEMENT  
TWO YEAR LICENSE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 7A001,  
2615 WEST 8TH STREET/741 SOUTH CORONADO, LOS ANGELES, CA 90057  
(APN 5141-013-805)  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions would authorize the County of Los Angeles (County) to publish a Notice of Intention to Purchase and after the notice period if approved by the Board, execute the Purchase and Sale Agreement (Agreement) with Pacific Bell Telephone Company, a California corporation dba AT&T California (Seller) for certain real property described as APN 5141-013-805 and commonly referred to as either 2615 West 8th Street or 741 South Coronado Street, Los Angeles, CA (Property), establish a capital project, consummate the proposed acquisition of the Property, and approve a two-year license agreement (License) with Inclusive Action for the City (IAC) to manage and maintain the Property immediately upon purchase of the Property.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed publication of the Notice of Intention to Purchase for the Property is not a project under the California Environmental Quality Act (CEQA)

and find that the remaining recommended actions included in this Board letter, including the proposed purchase transaction, approval of the Land Bank Pilot Program Site No. 1 Project (Project), License Agreement and related recommendations are exempt from CEQA for the reasons stated in this Board letter and in the record of the proposed activity.

2. Approve the Notice of Intention to Purchase the Property, in the form as Enclosure A, from the Seller, for a purchase price of \$4,300,000, plus associated title and escrow fees of \$11,096 and independent consideration of \$100, for a total not to exceed amount of \$4,311,196.
3. Instruct the Executive Office, Board of Supervisors to publish the Notice of Intention to Purchase, in accordance with Government Code Section 6063, which will state the date following the publishing period that the Board will meet to consummate the purchase.

**AT THE DECEMBER 9, 2025, BOARD OF SUPERVISORS MEETING, SET BY THE NOTICE OF INTENTION TO PURCHASE, FOLLOWING THE GOVERNMENT CODE SECTION 6063 PUBLISHING PERIOD, IT IS RECOMMENDED THAT THE BOARD:**

1. Order the purchase of the Property to be consummated, in accordance with Government Code Section 25350 and 25353.
2. Authorize the Chief Executive Officer, or her designee, to execute the Agreement, approved as to form by County Counsel as Enclosure B, to purchase the Property for \$4,300,000, plus associated title and escrow fees not to exceed \$11,096, and independent consideration of \$100, and authorize the Chief Executive Officer, or her designee, to take all further actions necessary and appropriate to complete the transaction contemplated by the Agreement, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer, and acceptance of the deed conveying title to the Property to the County.
3. Establish and approve the Land Bank Pilot Program Site No. 1, Capital Project No. 7A001.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute a gratis, exclusive License Agreement, approved as to form by County Counsel as Enclosure C, with IAC immediately after purchase to maintain and manage the Property on a short-term basis pursuant to the terms of the Consultant's Agreement dated May 3, 2024, between IAC and the County.

5. Instruct the County's Assessor's Office to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.

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

Approval of the recommended actions will find that the Notice of Intention to Purchase for the Property is not a project under CEQA and that the remaining recommended actions included in this Board letter, including the proposed purchase transaction, approval of the Project, License Agreement and related recommendations are exempt from CEQA, and that no mitigation is required for the Project.

The Board established the Land Bank Pilot Program (Pilot) on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. The Board allocated \$25 million toward the program.

On May 3, 2024, the Chief Executive Office (CEO) Homeless Initiative and Affordable Housing (CEO-HI) entered into a consultant services agreement (HI-024-002) with IAC, a community development financial institution, to administer and manage the Pilot, in collaboration with CEO-HI.

IAC identified Project partners, assembled a Project team (CEO-HI, IAC and its authorized subcontractors, CEO-Real Estate Division (RED), Department of Public Works (DPW), and County Counsel), and created an advisory working group. The Project team developed a robust, data-driven parcel assessment process to identify and recommend sites for acquisition. They facilitated an open, public call for parcel submissions. The Project team presented to the Affordable Housing Coordination Committee in October 2024 and April 2025, and the team held numerous briefings with deputies from the Board of Supervisors (Board) offices. The Project team conducted pertinent due diligence investigations, in collaboration with staff from CEO-RED, DPW, and County Counsel.

Upon acquisition of the Property, if adopted by the Board, the County will enter into a gratis, two-year License with IAC with two, one-year renewal options, pursuant to which IAC, or its authorized subcontractors, would maintain and secure the Property, as authorized in the existing contract dated May 3, 2024, between the County and IAC (HI-024-002). Any revenue generated by the parking lot during the term of the License would be deposited into the Affordable Housing Programs Budget. Concurrently, IAC and the Project team, in collaboration with CEO-HI, would leverage the Master Agreements for Services framework to develop a Request for Statement of Qualifications, and later a Work Order Solicitation, to solicit development proposals from developers. Ultimately, if the recommended actions herein are adopted, the County would enter into a proposed exclusive negotiating agreement and, later, a proposed ground lease with a developer to build affordable housing at the Property.

CEO-HI has elected to purchase the Property so that it may develop affordable housing and prevent loss of property to market rate/luxury housing in a community at risk for displacement. Further, the Property met the County's Land Bank Pilot selection criteria, as the site is: 0.5 acres or larger for efficient ground-up development and higher unit density, vacant or underutilized, and near existing Metro rail and bus rapid transit lines to facilitate transit access.

The Property is approximately 27,641 square feet of land, consisting of an improved parking lot with no buildings on the Property. The proposed Project would consist of an affordable housing project of up to 160 units, up to 4.5:1 Floor Area Ratio. The Project could also include 1,400 square feet of community-serving commercial space and an approximately 2,700 square feet of community room and/or amenity space primarily to serve project residents, and a height of approximately 78 feet with parking provided in accordance with code. The Project would include minor landscaping and security lighting. Construction is anticipated to take approximately 24 months.

The CEO-HI recommends acquiring the Property as part of the Land Bank Pilot for future development as affordable housing to serve the surrounding area and nearby communities.

### **Implementation of Strategic Plan Goals**

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

The proposed purchase is also consistent with North Star 3 – *"Realize Tomorrow's Government Today"* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible. The proposed acquisition of the Property would also be consistent with Strategic Asset Management Goal – Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed acquisition of the Property supports the above goals and objective by acquiring a property that, once developed, would support the County's efforts to prevent displacement of individuals and families, and increases housing stability. The proposed acquisition of the Property and its subsequent development will also provide affordable housing and will assist in mitigating the housing emergency in the region.

### **FISCAL IMPACT/FINANCING**



Under the proposed License Agreement and its consultant services agreement with CEO-HI, IAC would be responsible for the maintenance and security of the Property following the proposed acquisition, for a two-year period. Sufficient program funds have been budgeted for site maintenance and security. As the Project site is currently a parking lot, the Project team is exploring pathways to potentially operate the Property as a revenue-generating parking lot, which could potentially offset or eliminate maintenance and security costs.

The purchase price of \$4,300,000 was substantiated by a fair market appraisal completed by a licensed appraiser.

The \$4,311,196 total cost of the proposed acquisition is fully funded with American Rescue Plan Act Coronavirus Local Fiscal Recovery Funds–Enabled funding that is already included in the Fiscal Year 2025-26 budget for Land Bank Pilot Program No. 1, Capital Project No. 7A001.

There is no net County cost impact associated with the recommended actions.

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

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for the use of public purposes. Pursuant to Government Code Sections 6063 and 25350, a Notice of Intention to Purchase will be published for the intended action to purchase real property, and a Board meeting will be held on December 9, 2025, or thereafter following the three-week publishing period to receive comments prior to consummating the proposed acquisition.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the City of Los Angeles (City) on July 14, 2025. The City responded and found that the acquisition of the Property for the County's use conforms to the City's General Plan.

The Project team completed pertinent environmental due diligence assessments, surveys, studies, reports, and materials for the Property to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy. DPW has reviewed the prepared due diligence reports including a Phase I and Phase II environmental site assessment, surveys, and studies to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy.

County Counsel has reviewed the Agreement, and the grant deed related to the proposed acquisition and approved them as to form. County Counsel has also reviewed all associated real estate documents and encumbrances on title.

## **ENVIRONMENTAL DOCUMENTATION**

Approval of the Notice of Intention to Purchase for the Property is not a project under the CEQA because it is not included in the definition of a project pursuant to Section 21065 of the California Public Resources Code and is organizational or administrative activity of government pursuant to State CEQA Guidelines Section 15378(b)(5) that will not result in direct or indirect physical changes in the environment. This activity is also statutorily exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed action would have a significant effect on the environment.

The recommended actions related to approval of the proposed Property transaction, approval of the Land Bank Pilot No. 1 Project, as described herein, License Agreement and related recommendations are exempt from CEQA. Use of the Property for affordable housing is exempt pursuant to Section 21080.27 (c)(1)(2)(3) and (5) and (d)(1)(2) and (3) – Los Angeles Exemption for Affordable Housing (AB 785). The proposed use would be a 100 percent affordable housing development project (consistent with Section 65589.5 of the Government Code). Funding is anticipated to include one or more of the 14 sources identified in Public Resources Code 21080.27(a)(2). The Project site is not vacant and is not anticipated to contain tribal resources. The Project site is not listed as hazardous pursuant to Government Code Section 65962.5 or designated hazardous by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code. The Property is not within a special flood hazard area or regulatory floodway as determined by FEMA. The Project site has not been identified for conservation and does not provide habitat for protected species. The Property is not subject to a conservation easement. The Project would be undertaken by the County in the City and would be: “[a]n action to ... encumber land for an affordable housing project...; “[a]n action to facilitate ... encumbrance of land owned or to be purchased for an affordable housing project” and “[a]n action to provide financial assistance in furtherance of implementing an affordable housing project...”. The Project is anticipated to either be a public work [Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code] or will comply with the prevailing wage requirements for CEQA Section 21080.27(e).

Affordable housing on the Property, as described herein, would also be statutorily exempt as an emergency project to address the homelessness emergency pursuant to Public Resources Code Section 21080(b)(4) and State CEQA Guidelines Section 15269(c), which include specific actions to prevent or mitigate an emergency. On December 12, 2022, the City declared a state of emergency on homelessness. On January 10, 2023, the Board unanimously voted to proclaim a local emergency for homelessness in the County. Previously, on April 17, 2018, the mayor declared a shelter crisis to provide emergency housing for the unsheltered homeless people in the City. On October 30, 2018, the Board declared a shelter crisis to address homelessness in unincorporated LA County. This proposed use would provide permanent affordable housing that would

address the homelessness emergency by providing for people to avoid or move from temporary shelters.

The proposed use for affordable housing at the Project site as described herein is also categorically exempt pursuant to State CEQA Guidelines Section 15332, because it meets the requirements of the n-fill exemption. It is anticipated that housing would be consistent with applicable general plan designation and zoning. The Project site is within the City, and is less than five acres and is surrounded by urban uses. There is no habitat on the Project site. The proposed housing use would not have the potential to significantly impact traffic, noise, air quality or water quality based on proposed site improvements and anticipated changes in occupancy.

Continued interim use of the Property as a surface parking lot under a License Agreement is also categorically exempt under State CEQA Guidelines Section 15301 and County of Los Angeles Environmental Document Reporting Procedures and Guidelines Class 1 which apply to operation, leasing or licensing of an existing facility. Parking at the Project site is already existing and would remain substantially the same under the proposed license arrangement.

Additionally, the proposed use of the property for housing and interim parking use will comply with all applicable regulations and is not located in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed Project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the Project.

Documentation in support of the exemption is available by request from the CEO.

Upon the Board's approval of the recommended actions in this Board letter, the CEO will file a Notice of Exemption with the County Clerk and with the State Office of Land Use and Climate Innovation pursuant to Public Resources Code 21152 and will post the Notice to the County's website in accordance with Section 21092.2.

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

The proposed acquisition of the Property will not impact current services or projects.

The Honorable Board of Supervisors  
November 12, 2025  
Page 8

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

Enclosures

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

**NOTICE OF INTENTION  
TO PURCHASE PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Chief Executive Officer, or her designee, to purchase real property from AT&T ("Seller") located at 2615 W. 8<sup>th</sup> St., Los Angeles, California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Four Million, Three Hundred Thousand Dollars (\$4,300,000).

This matter will be considered by the Board of Supervisors of the County of Los Angeles on November 12, 2025, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Michael G. Rodriguez at (213) 974-4246 or [mgrodriguez@ceo.lacounty.gov](mailto:mgrodriguez@ceo.lacounty.gov).

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

EDWARD YEN, Executive Officer  
Board of Supervisors, County of Los Angeles

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

APPROVED AS TO FORM:

DAYWN R. HARRISON  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

## **Exhibit A**

### **Legal Description of the Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL A:**

LOT 45 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### **PARCEL B:**

LOTS 47 AND 48 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

#### **PARCEL C:**

LOT 46 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5141-013-805

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between PACIFIC BELL TELEPHONE COMPANY, a California corporation dba AT&T California (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Seller is the fee owner of certain real properties located at 741 South Coronado Street, in the City of Los Angeles, County of Los Angeles, State of California 90057 (collectively the “**Property**”), consisting of a vacant lot containing approximately +/- 27,641 square feet of land, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller desires to sell the Property (as defined in Section 1, infra) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

C. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.* and has authorized the purchase of the Property by County.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

### AGREEMENT

1. **Purchase and Sale; Property.** Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller’s right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, except as set forth herein, together with all of Seller’s right, title and interest in all of the following items in respect of the Land (collectively, the “**Property**”):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller’s right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the “**Appurtenances**” and together with the Land, the “**Real Property**”);

1.2. all personal property, equipment, supplies and fixtures, if any, located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the “**Personal Property**”).

Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.3. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the “**Contracts**”), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b)); and

1.4. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, which benefit the Real Property and/or the Personal Property; but specifically excluding all logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, including, without limitation, the AT&T name and any variant thereof, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

## 2. **Purchase Price; Independent Consideration.**

2.1. **Purchase Price.** The purchase price for the Property is Four Million Three Hundred Thousand and no/100 Dollars (\$4,300,000.00) (the “**Purchase Price**”).

2.1.1. **Independent Consideration.** Within fourteen (14) Business Days (as defined in Section 3.3.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. **Purchase Price Balance.** Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

## 3. **Condition of Property.**

3.1 **Due Diligence Materials.** Seller previously provided County with a copy of certain due diligence materials listed on Schedule 3(a) attached hereto (collectively, the “**Due Diligence Materials**”). Notwithstanding the foregoing, if, after Seller initially provides the Due Diligence Materials to County, but prior to the Closing or termination of this Agreement, any new, modified or supplemented Due Diligence Materials shall come into Seller’s possession or control, then, within three (3) Business Days thereafter, Seller shall make such new, modified or supplemented Due Diligence Materials available to County and County’s Representatives (as



defined in Section 3.3). If Seller provides any new, modified, or supplemented Due Diligence Materials after the Due Diligence Deadline, the Closing shall be extended to the extent reasonably necessary to accommodate County's review and approval of such new, modified or supplemented Due Diligence Materials.

3.2 **Preliminary Title Report.** Not more than seven (7) Business Days after the Effective Date, Seller shall provide County a preliminary title report or title commitment (in either case, the "**PTR**") for the Land issued by the Title Company (as defined in Section 5.1), and a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send County a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

3.3 **County's Inspections.** During the Due Diligence Period (defined in Section 3.4) and thereafter prior to any termination of this Agreement, County and County's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**County's Representatives**") may, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Seller's representative, Roger Gage, Cushman & Wakefield of California, Inc., 300 Santana Row, 5<sup>th</sup> Floor, San Jose, CA, 95128; roger.gage@cushwake.com; (408) 718-9861 ("**Seller's Representative**") enter upon the Real Property solely to conduct such inspections, investigations and tests as County deems appropriate in its sole and absolute discretion. The inspections, investigations, tests, retests and activities referred to in the immediately-preceding sentence, and any borings and invasive testing activities described below, are referred to in this Agreement, collectively, as "**County's Inspections.**" Prior to entering upon the Real Property for the first time to conduct any invasive or destructive testing, including without limitation a Phase II environmental survey, County shall obtain the written approval of Seller's Representative, in his reasonable discretion, of such invasive or destructive testing. In conducting County's Inspections, County and County's Representatives shall use reasonable care and consideration and shall use its good faith efforts to schedule the date(s) and time(s) of County's Inspections so as not to unreasonably interfere with the operations of Seller on the Property. In connection with County's Inspections, County shall immediately restore the Property to substantially the same condition as it was in prior to the inspection or test at County's sole expense unless such non-restoration is approved in writing by Seller in its reasonable discretion. If County or County's Representatives undertake any borings or other disturbance of the soil, the soil shall be replaced and, if Seller shall reasonably require, recompacted to its condition immediately prior to any such borings or other disturbance and County shall obtain at its own expense a certificate from a licensed soils engineer that certifies that such disturbance has been recompacted to such condition. County shall cause County's Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted; (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous condition on or about the Property, (iii) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, "**Applicable Laws**"); (iv) only after obtaining all permits required to be obtained with respect to such activities; and (v) in a manner that does not cause any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Seller or the Property. Seller shall have no obligation to repair any problems or defects disclosed by County's Inspections. A representative of Seller may accompany County during the County's Inspections at County's election. County shall have the right to meet with governmental officials having jurisdiction over the Property, subject to prior written notice to Seller of, and a reasonable right of Seller's representative (and/or Seller's counsel) to attend, any such meetings or to participate in any such calls.

### **3.4 County's Due Diligence Approvals.**

3.4.1 **Due Diligence Review.** County's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by County, in County's sole and absolute discretion, of County's due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and County's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time one (1) business day prior to closing (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, County determines that it is dissatisfied, in County's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for County's intended use, or with any of the Due Diligence Materials or the results of County's Inspections, then County may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and Title Company on or before the Due Diligence Deadline of County's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations.

3.4.2 **Assumed Contracts.** County shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, County elects to assume. Other than the Contracts that County has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

#### **3.4.3 Title Review.**

3.4.3.1 County shall have until the Due Diligence Deadline to deliver to Seller written notice ("**County's Title Notice**") of County's approval, conditional approval, or disapproval, in County's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

3.4.3.2 Seller shall have five (5) Business Days after receipt of County's Title Notice or County's deemed disapproval ("**Seller Response Period**"), to provide County with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by County to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to County, in County's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give County and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to County in County's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by County. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing all delinquent tax liens for the Property, mechanics' liens (attributable to work not contracted for by County), mortgages, deeds of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Property (collectively, "**Monetary Liens**") or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from County's Inspections. Upon instruction from Seller, Title Company shall use the proceeds of the Purchase Price otherwise due to Seller in order to remove Monetary Liens continuing to encumber the Property immediately prior to the Closing.

3.4.3.3 If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by County to be cured prior to the Closing Date, then County may, by not later than ten (10) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If County does not deliver the Title Approval Notice in such case, County shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a County holiday (as such County holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

3.4.3.4 If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then County may issue a supplement to its County's Title Notice within ten (10) Business Days after County's receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within five (5) Business Days with a supplement to Seller's Title Response.

3.4.4 County's failure to either disapprove or approve in writing any of the items described in this Section 3.4 within the time period allotted to such item shall be deemed to constitute County's disapproval of same.

#### 4. **Prorations and Apportionments.**

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the "**Proration Time**"). County expressly acknowledges and agrees that Seller, as a regulated public utility, pays Taxes on the Property based on assessments provided by the State Board of Equalization ("SBE"). Once property is assessed to Seller as of January 1 of any fiscal year, Seller automatically is obligated to pay Taxes thereon based on the SBE assessment for the following fiscal year, and in this case, Seller may be obligated to pay Taxes on the Property through the end of the 2025-2026 (through June 30, 2026) fiscal year, depending upon when the Closing occurs. At Closing, Taxes shall be prorated between Seller and County in light of the foregoing, and County shall repay to Seller, through Escrow Agent, the Taxes for the 2025-2026 fiscal year as applicable, prorated as of the Proration Time. The Taxes, for proration purposes, shall be based on the actual figures for the 2025-2026 fiscal year as provided by Seller and/or the SBE, unless Escrow Agent is to close before these figures are available, in which case the proration shall be based on the immediately preceding year's figures. The 365-day year shall be used for proration purposes. There shall be no re-proration of any of the foregoing items, and the Title Company's closing statement shall be final and conclusive absent manifest error. Assessments of record shall be taken "subject to" by County with no adjustment to the Purchase Price or escrow retention. If the amount of any proration cannot be determined at the Closing, the adjustments will be made between the parties as soon after Closing as possible. County shall be liable for payment of any supplemental tax bills issued by the County of Los Angeles as a result of the Closing of this transaction. Seller shall remain liable for any supplemental tax bills issued after the Closing which relate to the period prior to the Closing. If the Property is assessed as part of a larger parcel as of the Closing, the parties shall equitably allocate tax liability based upon square footage after deducting taxes attributable to improvements (if any).

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate if payment is not made within thirty (30) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under Contracts, water, and other expenses customarily prorated in Los Angeles County, California. The electrical service to the Property is a separate line and account that Seller intends to assign to County as of the Closing Date. County shall use commercially reasonable efforts to cause the transfer of such utility to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have such utility meter read as of the Closing Date.

4.4. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.5. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.6. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.7. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

## 5. **Opening and Closing.**

5.1. **Opening; Closing Date and Place.** Within three (3) Business Days after the Effective Date, County and Seller shall deposit one (1) fully executed original Agreement into escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow agent with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the date (the "**Closing Date**") on which the grant deed in the form of Exhibit C attached hereto (the "**Deed**"), conveying the Real Property to County, is recorded in the Official Records of Los Angeles County, California. The Closing Date shall occur on the date that is thirty (30) Business Days after the Effective Date, or such other date as Seller and County may agree in writing, without penalty. Time is of the essence

with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**") shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, 40<sup>th</sup> floor, Suite 4000, Los Angeles, CA 90017 and the primary contact person is Cheryl Greer, Email: \_\_\_\_\_; Telephone: \_\_\_\_\_.

5.2. **Seller's Closing Deliveries**. At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. Intentionally Omitted;

5.2.3. An assignment and assumption in the form of Exhibit E attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit F attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.8. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit G attached hereto and other documents reasonably required by the Title Company.

5.3. **County's Closing Deliveries**. At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"):

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. The General Assignment, executed by County;

5.3.4. The Closing Statement, executed by County;

5.3.5. Such evidence of County's authority and other documents reasonably required by the Title Company; and

5.3.6. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County.

5.4. **Closing Expenses.** At Closing, Seller shall pay: (i) all documentary transfer taxes required to be paid as to the Deed, if any; (ii) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); (iii) the premium for the CLTA Policy (as defined in Section 6.1); and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. At Closing, County shall pay: (1) the additional premium costs to obtain an ALTA Policy (as defined in Section 6.1), if requested by County, and any endorsements desired by County; (2) the cost of any Survey ordered by County; and (3) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. **County's Conditions Precedent to Closing.** County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**"):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 5.5.5 is a nonwaivable County Condition Precedent), or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be

and remain liable for their respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. **Seller's Conditions Precedent to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**");

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. **Title Company Actions at Closing.** At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.



5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; (iii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

5.8. **Operation of the Property Prior to the Closing Date.** Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

## 6. **Title Policy; Permitted Exceptions.**

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

6.2. In the event that County elects to obtain an ALTA Policy, County shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. County shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that County may elect to obtain.



7. **Representations, Warranties, Covenants and Acknowledgments.**

7.1. **Seller Representations and Warranties.** Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.1.1. Seller is a duly formed, duly organized and validly existing corporation, and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. To Seller's knowledge, there are no legal actions, suits or similar proceedings pending and served, or threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, to Seller's knowledge, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. To Seller's knowledge, Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent.

7.1.8. To Seller's knowledge, Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property

(other than as shown in the PTR), and, to Seller's knowledge, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge, Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.12. Except for this Agreement, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.13. To Seller's knowledge, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing. As of Closing, no person or entity other than County is in or entitled to possession of the Property.

7.1.14. To Seller's knowledge, Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law; provided, Seller makes no representation or warranty regarding County's use of the Property on and after the Closing Date. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.15. To Seller's knowledge, Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period).

For purposes of this Agreement, the following terms and references shall have the indicated meanings:

**“Environmental Law”** means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, **“CERCLA”**), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term **“Environmental Law”** also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

**“Hazardous Substances”** shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conversation and Recovery Act, (42 U.S.C. Section 6901

et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.16. To Seller’s knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”).

7.1.17. To Seller’s knowledge, neither Seller, nor any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”) or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

For purposes of this Agreement, whenever the phrase “to Seller’s knowledge,” or the “knowledge” of Seller or words of similar import are used, it shall be deemed to refer to facts within the knowledge of Dean Peterson, Lead Real Estate, without duty of inquiry. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller’s knowledge. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years; provided, however, if any representation and warranty of Seller that was true when made shall become untrue as of the Closing Date, County’s sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company and receive from Title Company and/or Seller, within three (3) Business Days following delivery of County’s termination notice. Notwithstanding the foregoing, if any representation of Seller provided herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. **County Representations and Warranties**. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and

approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Michael G. Rodriguez, without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3. **As Is Condition.** County acknowledges that it has performed a personal inspection of the Property and the surrounding area and made an evaluation of the extent to which the physical condition thereof will affect the purchase of the Property. County accepts the Property in its "AS IS" "WHERE IS" physical condition without any representations or warranties, express or implied, as to the suitability of the Property for County's use; its physical condition, including the condition and stability of the Property; and the presence of Hazardous Substances therein. County agrees that County has entered into this Agreement with the agreement to make and rely upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that County is not now solely relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under, or on Seller's behalf concerning the Property, except for those expressly provided by Seller herein.

Consistent with the foregoing and subject solely to the warranties given by Seller herein, effective as of the Closing Date, County, for itself and the County's Representatives, hereby releases, covenants not to sue, and forever discharges Seller from any and all rights, losses, liabilities, damages, costs, claims and demands at law or in equity, as between themselves, whether known or unknown or foreseen or unforeseen at the time of this Agreement, which County (as opposed to a third party) has or may have in the future arising out of the physical, environmental, economic use, compliance, and legal condition of the Property.

7.4 **Survival.** The representations and warranties of County set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for a period of two (2) years.

## **8. Rights and Remedies Upon Default.**

8.1 **Seller's Remedies Upon Default of County.** If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 **County's Remedies Upon Default of Seller.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 **Limitation Period.** Seller's covenants, indemnities, warranties and representations contained in this Agreement including any instrument of closing executed by Seller pursuant to this Agreement shall survive County's purchase of the Property only for a period commencing on the Closing Date and ending two (2) years after the Closing Date (the "**Limitation Period**"). To the extent County is entitled under the terms of Section 8.2 above to seek damages due to the breach by Seller thereof or otherwise under this Agreement, Seller's aggregate liability for claims arising out of such covenants, indemnities, representations and warranties shall not exceed two percent (2%) of the Purchase Price (the "**Damage Limit**"). County shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations and shall allow Seller thirty (30) days within which to cure such breach, or, if such breach cannot reasonably be cured within thirty (30) days, an additional reasonable time period, so long as such cure has been commenced within such thirty (30) days and is being diligently pursued. If Seller fails to cure such breach after written notice and within such cure period, County's sole remedy for damages shall be an action at law for actual damages as a consequence thereof, and any permitted remedies hereunder must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period County gives Seller written notice of such a breach and Seller notifies County of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, County shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for actual damages up to the Damage Limit or seek any remedy permitted hereunder as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known, as well as unknown, breaches of such covenants, indemnities, warranties or representations. For purposes of this Agreement, any action shall be commenced only if a lawsuit therefore is filed with a court as provided in this Agreement. County specifically acknowledges that such termination of liability represents a material element of the consideration to Seller. The limitation as to Seller's liability in this Section 8.2 does not apply to Seller's liability with respect to prorations and adjustments under Section 4.

8.4 The provisions of this Section 8 shall survive termination of this Agreement.

9.0 **Casualty or Condemnation.**

9.1 In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within 10 Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2 Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. **Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

11. **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

12. **Time of Essence** Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature

14. **Waiver.** Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

15. **Construction.** Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

16. **Headings.** The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

17. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **Broker.** Upon the Closing, Seller shall pay real estate brokerage commissions to Cushman & Wakefield of California, Inc. ("**Seller's Broker**") with respect to this transaction, in accordance with Seller's separate agreement with Seller's Broker (the "**Broker Agreement**"), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller's Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder's fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys' fees and costs, in connection with any commissions, finders' fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. This Section 18 shall survive the Closing.

19. **Assignment.** This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller's consent. Any permitted assignee shall succeed to all of County's rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

20. **Merger.** All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.



21. **General Rules of Interpretation.** Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

22. **Date of Performance.** If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

23. **Third Parties.** This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

24. **Acceptance of the Deed.** The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

25. **Notices.** All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, "**Notices**") must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender's registered mail or certified mail receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street,  
7th Floor  
Los Angeles, CA 90012  
Attn: Joyce Chang, Senior Manager  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attn: Real Property Division

To Seller: Pacific Bell Telephone Company  
308 S. Akard Street, Fl. 21  
Dallas, TX 75202  
Attn: Dean Peterson  
Telephone: (310) 401-7041  
Email: dp6194@att.com

With a copy to: Pacific Bell Telephone Company  
208 S Akard Street  
Dallas, TX 75202  
Attn: AVP Senior Legal Counsel/ Real Estate  
Telephone: (619) 316-4175  
Email: lhovey@att.com

26. **No Modification.** This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

27. **Rights of the Title Company.** If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be

delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

28. **Solicitation of Consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller's provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller's failure to provide such consideration may negatively affect the County's consideration of the Seller's offer to sell the Property. Seller 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 negotiation, consummation or administration/management of this Agreement. Seller 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 Seller's submission being eliminated from consideration.

29. **No Offer or Binding Contract.** The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

**"Seller"**

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: Dean Peterson  
Dean Peterson (Sep 3, 2025 18:43:31 CDT)  
Name: Dean Peterson  
Title: Lead, Portfolio Mgmt/Transactions

**"County"**

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

FESIA A. DAVENPORT

Chief Executive Officer

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

Name: John T. Cooke

Title: Assistant Chief Executive Officer

ATTEST:

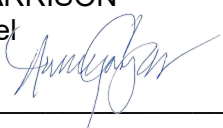
DEAN C. LOGAN  
Register-Recorder/County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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



### ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between Pacific Bell Telephone Company, a California corporation, as Seller, and the County of Los Angeles, as County, dated \_\_\_\_\_, 2025, and relating to the property located at 741 South Coronado Street, Los Angeles, California, 90057 as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated \_\_\_\_\_, 2025

By: \_\_\_\_\_  
*Its Duly Authorized Representative*

**Exhibit A**

**Legal Description of the Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

LOT 45 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

LOTS 47 AND 48 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL C:**

LOT 46 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

For reference purposes only: APN: 5141-013-805

**Exhibit B**

**Contracts**

**None**



**Exhibit C**

**Form of Grant Deed**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Joyce Chang, Senior Manager

Escrow No.:

Space above this line for Recorders use

ASSESSOR'S IDENTIFICATION NUMBER: 5141-013-805

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00;  
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA;  
GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PACIFIC BELL TELEPHONE COMPANY, a California corporation ("**Grantor**"), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate ("**Grantee**"), all of Grantor's rights, title and interests to that certain real property located at 741 South Coronado Street, in the City of Los Angeles, County of Los Angeles, State of California 90057, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"), together with all improvements thereon and appurtenances thereto.

THE PROPERTY IS CONVEYED BY GRANTOR TO GRANTEE SUBJECT TO:

1. A lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and
2. All encumbrances and restrictions of record affecting title to the Property, any matter that a current and accurate survey of such parcel would reveal, the lien for non-delinquent ad valorem taxes and assessments, and any zoning ordinances and regulations and other laws or regulations governing the use or enjoyment of the Property.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the  
\_\_\_\_ day of \_\_\_\_\_, 2025.

"Grantor"

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: \_\_\_\_\_  
Name: Dean Peterson  
Title: Lead Portfolio Mgmt/Transactions

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

personally appeared \_\_\_\_\_, 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 A (to Grant Deed)**

**Legal Description of the Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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PARCEL C:

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For reference purposes only: APN: 5141-013-805

## Exhibit D

### Form of General Assignment

#### ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "**Assignment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Pacific Bell Telephone Company, a California corporation ("**Assignor**") and COUNTY OF LOS ANGELES, a body politic and corporate ("**Assignee**").

#### RECITALS

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated \_\_\_\_\_, 2025 (the "**Purchase Agreement**"), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the "**Real Property**"); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor's rights, title and interest in and to the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following any and all intangible property used and necessary in connection with the Real Property, including, without limitation, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property; but specifically excluding all logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, including, without limitation, the AT&T name and any variant thereof, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the "**Intangible Property**").

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor's obligations under the Intangible Property.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,  
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: \_\_\_\_\_  
Name: Dean Peterson  
Title: Lead Portfolio Mgmt/Transactions

ASSIGNEE:

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

FESIA A. DAVENPORT

Chief Executive Officer

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

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

**Schedule 1**

**Legal Description of the Real Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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For reference purposes only: APN: 5141-013-805



## **Exhibit E**

### **CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. Pacific Bell Telephone Company, a California corporation ("Transferor") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor's United States employer identification number is: 94-0745535.
4. Transferor's office address is: 208 S Akard Street, Dallas, Texas 75202.

*[Signature page follows.]*

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: \_\_\_\_\_, 2025

TRANSFEROR:

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: \_\_\_\_\_  
Name: Dean Peterson  
Title: Lead Portfolio Mgmt/Transactions

## **Exhibit F**

### **Form of Owner's Affidavit**

Los Angeles County, California

Order/File No. \_\_\_\_\_

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report \_\_\_\_\_ (with an effective date of \_\_\_\_\_, 2025) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that Commonwealth Land Title Insurance company (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of Dean Peterson, who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for

a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

*[Signature Page Immediately Follows]*

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**“Owner”:**

PACIFIC BELL TELEPHONE COMPANY,  
a California corporation

By: \_\_\_\_\_  
Name: Dean Peterson  
Its: Lead Portfolio Mgmt/Transactions

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

personally appeared \_\_\_\_\_, 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 "A" (to Owner's Affidavit)**

**Legal Description of the Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

LOT 45 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

LOTS 47 AND 48 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL C:**

LOT 46 OF WEST END TERRACE, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22, PAGE 33 MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

For reference purposes only: APN: 5141-013-805

**Schedule 3A**

**(Due Diligence Items Delivered)**

None

## LICENSE AGREEMENT

This License Agreement (this "**License**") is effective as of \_\_\_\_\_ (the "**Effective Date**"), by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**Licensor**"), and INCLUSIVE ACTION FOR THE CITY, a California nonprofit public benefit corporation ("**Licensee**"). Each of Licensor and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Licensor is the owner of certain real property located at 741 S. Coronado Street in the City of Los Angeles, County of Los Angeles, State of California, consisting of approximately 27,641 square feet of land, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Licensor and Licensee are parties to that certain Consultant Services Agreement dated May 3, 2024 (the "**Services Agreement**"), pursuant to which Licensee is providing certain services to assist Licensor in identifying, acquiring and facilitating the development of real property with affordable housing.

C. Pursuant to the Services Agreement, the Parties desire to enter into this License for the maintenance and security of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this License as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

#### 1. GENERAL PROVISIONS.

1.1 Licensor hereby grants to Licensee a license to enter upon and do the following on the Property:

(a) Licensee may, enter into one or more parking agreement(s) with County-approved vendors and sublicensees for the use of the Property as a revenue generating public parking lot. Prior to entering into said parking agreement(s) Licensee shall provide County with the name and contact information for their proposed parking vendor(s) for County's approval. County shall approve or deny said parking vendor(s) and sublicensees within ten (10) business days.

(b) Licensee agrees that any and all net revenues remaining after applying any revenues generated by a parking agreement to the payment expenses incurred by Licensee attributable to the operations and management of the Property (including without limitation, costs of insurance, security and reasonable overhead costs incurred by Licensee) shall be remitted to the County on a quarterly basis. Any such payments shall be delivered to the County by certified check made payable to the County of Los Angeles within thirty (30) days of the end of any applicable quarter at the address shown in Section 10 of this License, or to any other address to be provided by the County, and will include a breakdown of the monthly revenue collected by Licensee for the Property along with any expenses for the operation and maintenance of the Property. Said payment received will be deposited by County into the Affordable Housing



## Programs Budget.

(c) Licensee shall keep and maintain the Property in a clean, neat, sanitary graffiti-free, and sightly condition and repair, and commensurate with the conditions existing at the time this License is executed, pursuant to an in accordance with all Legal Requirements. As used in this License, the term "**Legal Requirements**" means all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the Property or the parties hereto.

(d) Licensee shall perform such landscaping, cutting and mowing of grass and weeds with respect to the Property as shall be reasonably required for the safe and uninterrupted use of the Property.

(e) Licensee shall furnish or provide services or utilities to the Property as shall be reasonably required for the safe and uninterrupted use of the Property and, without limiting the generality of the foregoing, as shall be required by any Legal Requirements.

(f) Licensee shall maintain and manage the Property, including, without limitation, repair, maintenance, demolition and/or removal in a manner and to an extent as Licensee deems necessary or appropriate in its commercially reasonable discretion, but in any event in a manner and to an extent that shall allow the safe, sanitary, secure and attractive maintenance of the Property in accordance with all Legal Requirements. Notwithstanding the foregoing, Licensee shall not be obligated to make any repairs or maintenance to the Property that are in the nature of capital improvements.

(g) Licensee shall hire security services and install security devices as Licensee determines to be commercially reasonably required for the safe and uninterrupted use of the Property.

(h) Licensee shall have the right, but not the obligation, to perform any of the foregoing maintenance and security activities itself or using such service providers, vendors or contractors as Licensee shall reasonably determine in accordance with the Services Agreement.

1.2 The Property shall be used only by Licensee, its officers, directors, owners, trustees, agents, assigns, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, invitees or any other person or entity involved in any manner in the exercise of the rights under this License (collectively, the "**Licensee Parties**") for the purpose of its maintenance and security as provided herein, for due diligence study of the Property, to meet its obligations under the Services Agreement and for such related and incidental purposes or activities as are related thereto.

1.3 Licensee shall use, and shall cause Licensee Parties to use, the Property in compliance with all Legal Requirements. In addition, Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to commit waste, loss or damage to the Property.

## 2. TERM.

The term of this License (the "**Term**") shall commence on the date that Licensors delivers the Property to Licensee following Licensors closing on the acquisition of the

Property (the "**Commencement Date**"), and shall terminate two years thereafter, but no later than January 10, 2028 (the "**Termination Date**"), unless sooner terminated by the Parties in accordance with the terms of this License.

Licensee shall have two one-year options to extend this License, subject to County approval. Prior to exercising each option, Licensee shall notify County in writing no less than 60 days prior to the Termination Date with their written request to exercise their option. County shall notify Licensee no later than 15 business days prior to the Termination Date if Licensee's one year option is approved.

3. CANCELLATION.

Either Party shall have the right to terminate this License for any reason, by providing the non-terminating Party with sixty (60) days' prior written notice.

4. UTILITIES; SERVICES.

Licensee shall be solely responsible for all utilities and services associated the use and operation of the Property.

5. TAXES.

The interest (as defined in California Revenue and Taxation Code Section 107) in the Property created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the Property arising solely as a result of Licensee's specific use or operation of the Property during the Term, or as a result of any improvements made by Licensee to the Property during the Term.

6. INDEMNIFICATION.

6.1 Licensee shall indemnify, defend and hold harmless the Lessor 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 or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County's Indemnitees. The Lessor shall indemnify, defend and hold harmless the Lessee 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 Lessor's repair, maintenance and other acts and omissions arising from and/or relating to the Lessor's ownership of the Premises.

6.2 Notwithstanding any provision contained herein to the contrary, (a) Licensee's defense and indemnification obligations set forth in this License shall be deemed satisfied if Licensee has complied with the insurance obligations set forth in this License, and Licensee's insurance carrier agrees to defend and indemnify against a Claim, or otherwise pay damages, losses, and/or expenses which are the subject of the indemnity obligations, and (b) Lessor's defense and indemnification obligations set forth in this License shall not exceed the limits set forth in Exhibit B. The Parties hereby waive their rights to enforce the indemnity obligations imposed by this License

beyond the limits of such insurance coverage (together with any deductible, as applicable).

7. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensors, in the amount and coverages specified in and issued by insurance companies as described in Exhibit B. Licensee shall report to Licensors any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensors in writing within three (3) business days of occurrence.

8. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this License and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10. ADDRESS FOR NOTICES.

Any notice required to be given under the terms of this License or any law applicable thereto may be addressed to the respective party as follows:

To Licensors:  
County of Los Angeles  
Chief Executive Office-Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attn: Joyce L. Chang, Senior Manager

AND

County of Los Angeles  
CEO-Homeless Initiative  
Attn: Vani Dandillaya

To Licensee:

Inclusive Action for the City  
2900 E Cesar E Chavez Ave,  
Los Angeles, CA 90033  
Attention: Austin Pritzkat-Jackson

Email: austin@inclusiveaction.org

With a copy to: Somos Law Group  
304 South Broadway, Suite 350  
Attn: Tetlo Emmen, Esq.  
Email: Tetlo@somosgroup.org

Any payment required to be made by Licensee under the terms of this License may be addressed to the respective party as follows:

County of Los Angeles  
Auditor-Controller, Administrative Services,  
500 West Temple Street, Room 603  
Los Angeles, California 90012  
Attn: Franchise/Concessions Section

11. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this License, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this License shall not render the other provisions thereof unenforceable, invalid, or illegal.

12. AUTHORITY.

12.1 Licensee. Each individual executing this License on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensee, and that this License is binding upon Licensee in accordance with its terms.

12.2 Licensor. Each individual executing this License on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensor, and that this License is binding upon Licensor in accordance with its terms.

13. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this License and that accordingly, no court construing this License shall construe it more stringently against one Party than the other.

14. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first written above.

**LICENSOR:**

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
CHIEF EXECUTIVE OFFICER

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

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder\County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**LICENSEE:**

INCLUSIVE ACTION FOR THE CITY,  
a California nonprofit public benefit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

APN: 5141-013-805

The Land Referred To Herein Below Is Situated In The City Of Los Angeles, County Of Los Angeles, State Of California And Is Described As Follows:

**Parcel A:**

Lot 45 Of West End Terrace, In The City Of Los Angeles, County Of Los Angeles, State Of California, As Per Map Recorded In Book 22, Page 33 Miscellaneous Records, In The Office Of The County Recorder Of Said County.

**Parcel B:**

Lots 47 And 48 Of West End Terrace, In The City Of Los Angeles, County Of Los Angeles, State Of California, As Per Map Recorded In Book 22, Page 33 Miscellaneous Records, In The Office Of The County Recorder Of Said County.

**Parcel C:**

Lot 46 Of West End Terrace, In The City Of Los Angeles, County Of Los Angeles, State Of California, As Per Map Recorded In Book 22, Page 33 Miscellaneous Records, In The Office Of The County Recorder Of Said County.

## **EXHIBIT B**

### **Insurance Requirements**

#### **GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS**

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. 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 Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

##### **A. Evidence of Coverage and Notice to Licensor**

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

- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License 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 Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("**NAIC**") 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 Licensor required endorsement forms.

- Neither the Licensor's failure to obtain, nor the Licensor'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 Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, 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



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

**B. Additional Insured Status and Scope of Coverage**

The Licensor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises.

Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor'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 Insurance**

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.

**D. Failure to Maintain Insurance**

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

Use of the Property shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

**E. Compensation for County Costs**

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

**F. Insurer Financial Ratings**

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

**G. Licensee's Insurance Shall Be Primary**

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

**H. Waiver of Subrogation**

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

**I. Deductibles and Self-Insured Retentions (SIRs)**

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

**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 License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

**K. Application of Excess Liability Coverage**

Licensee 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.

**III. INSURANCE COVERAGE TYPES AND LIMITS**

A. **Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor 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 |

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 Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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 Licensee'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 insurance shall:

- Provide coverage for Licensor'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 Licensee and Licensor as their interests may appear.

E. **Crime Insurance.** A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 100,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

|                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLUSTER AGENDA REVIEW DATE</b>                                                                 | 10/22/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| <b>BOARD MEETING DATE</b>                                                                         | 11/12/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| <b>SUPERVISORIAL DISTRICT AFFECTED</b>                                                            | <input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                      |
| <b>DEPARTMENT(S)</b>                                                                              | Chief Executive Office (CEO-Homeless Initiative and CEO-Real Estate Division)                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                      |
| <b>SUBJECT</b>                                                                                    | Notice of Intention to Purchase, Purchase Agreement, acquisition of real property located at 1101-1157 Long Beach Blvd., Long Beach, California                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                      |
| <b>PROGRAM</b>                                                                                    | Los Angeles County Land Bank Pilot Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| <b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                      |
| <b>SOLE SOURCE CONTRACT</b>                                                                       | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If Yes, please explain why:<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                      |
| <b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable<br><br><a href="mailto:EOLevineAct@bos.lacounty.gov">EOLevineAct@bos.lacounty.gov</a> to avoid delays in scheduling your Board Letter                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                      |
| <b>DEADLINES/ TIME CONSTRAINTS</b>                                                                | Targeting Board approval on November 12, 2025 and December 9, 2025.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                      |
| <b>COST &amp; FUNDING</b>                                                                         | Total cost:<br>\$3,865,000 purchase price, \$100 independent consideration, \$10,996 title and escrow fees for a total of \$3,876,096                                                                                                                                                                                                                                                                                                                                                                                  | Funding source:<br>The \$3,876,096 total cost of the proposed acquisition is fully funded with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funds (CLFRF)-Enabled funding that is already included in the Fiscal Year 2025-26 budget for Land Bank Pilot Program #4, Capital Project No. 7A007. |
|                                                                                                   | TERMS (if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                      |
|                                                                                                   | Explanation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                      |
| <b>PURPOSE OF REQUEST</b>                                                                         | Approval of the recommended actions will authorize the EO to publish the Notice of Intent to Purchase and after returning to the Board on 12/9/2025, authorize the CEO to acquire the private property by the County and authorize the County to execute purchase and sale agreement and certificate of acceptance conveying title for the property to the County. County will also execute a License Agreement with IAC for a two-year term to maintain and operate the property as a revenue generating parking lot. |                                                                                                                                                                                                                                                                                                                      |
| <b>BACKGROUND (include internal/external issues that may exist including any related motions)</b> | The Board established the Land Bank Pilot Program (Pilot) on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. The Board allocated \$25 million toward the program. On May 3, 2024, the CEO-HI entered into a consultant services agreement (HI-024-002) with Inclusive Action for the City (IAC), a community development financial institution, to administer and manage the Pilot, in collaboration with CEO-HI. |                                                                                                                                                                                                                                                                                                                      |
| <b>EQUITY INDEX OR LENS WAS UTILIZED</b>                                                          | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please explain how:<br>The Land Bank Pilot Team utilized various County indices as part of its parcel assessment process, including the Justice Equity Needs Index (JENI) and Justice Equity Services Index (JES), among others.                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                      |
| <b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, please state which one(s) and explain how:<br>The Board's Homelessness priority seeks to expand and enhance services for people experiencing homelessness or at risk of losing their home. This Board item will allow CEO-Homeless Initiative to acquire property that will be developed with housing, to address the homeless and housing emergency affecting the County and the State.                                                |                                                                                                                                                                                                                                                                                                                      |
| <b>DEPARTMENTAL CONTACTS</b>                                                                      | Michael G. Rodriguez<br>Section Chief, County-owned<br>CEO Real Estate Division<br>213-974-4246<br><a href="mailto:mgrodriguez@ceo.lacounty.gov">mgrodriguez@ceo.lacounty.gov</a>                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                      |



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 973-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

November 12, 2025

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

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE,  
PURCHASE AGREEMENT  
TWO YEAR LICENSE AGREEMENT  
ESTABLISH CAPITAL PROJECT NO. 7A007  
1101-1157 LONG BEACH BOULEVARD, LONG BEACH, CA 90813  
(APN: 7273-007-048)  
(FOURTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions would authorize the County of Los Angeles (County) to publish a Notice of Intention to Purchase, and after the notice period if approved by the Board, execute the Purchase and Sale Agreement (Agreement) with Leeward Capital of Long Beach, LLC (Seller) for certain real property located at 1101-1157 Long Beach Boulevard, Long Beach, CA (APN: 7273-007-048) (Property), establish a capital project, consummate the proposed acquisition of the Property, and approve a two-year license agreement (License) with Inclusive Action for the City (IAC) to manage and maintain the Property immediately upon purchase of the Property.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed publication of the Notice of Intention to Purchase for the Property is not a project under the California Environmental Quality Act (CEQA) and find that the remaining recommended actions included in this Board letter,

including the proposed purchase transaction, approval of the Land Bank Pilot Program Site No.4 Project (Project), License Agreement, and related recommendations are subject to streamlining provisions in CEQA, and are alternatively, exempt from CEQA, and that the Project will not result in significant environmental impacts, and no mitigation is required for the Project for the reasons stated in this Board letter and the record of the recommended activity.

2. Approve the Notice of Intention to Purchase the Property, in the form as Enclosure A, from the Seller, for a purchase price of \$3,865,000, plus associated title and escrow fees of \$10,996 and independent consideration of \$100, for a total not to exceed amount of \$3,876,096.
3. Instruct the Executive Office, Board of Supervisors to publish the Notice of Intention to Purchase, in accordance with Government Code Section 6063, which will state the date following the publishing period that the Board of Supervisors (Board) will meet to consummate the purchase.

**AT THE DECEMBER 9, 2025, BOARD OF SUPERVISORS MEETING, SET BY THE NOTICE OF INTENTION TO PURCHASE, FOLLOWING THE GOVERNMENT CODE SECTION 6063 PUBLISHING PERIOD, IT IS RECOMMENDED THAT THE BOARD:**

1. Order the purchase of the Property to be consummated, in accordance with Government Code Section 25350 and 25353.
2. Authorize the Chief Executive Officer, or her designee, to execute the Agreement, approved as to form by County Counsel as Enclosure B, to purchase the Property for \$3,865,000.00, plus associated title and escrow fees not to exceed \$10,966, and independent consideration of \$100, and authorize the Chief Executive Officer, or her designee, to take all further actions necessary and appropriate to complete the transaction contemplated by the Agreement, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer, and acceptance of the deed conveying title to the Property to the County.

3. Establish and approve the Land Bank Pilot Program Site No.4 Project, Capital Project No. 7A007.
4. Authorize and direct the Chief Executive Officer, or her designee, to execute a gratis, exclusive License Agreement, approved as to form by County Counsel as Enclosure C, with IAC immediately after purchase to maintain and manage the Property on a short-term basis, pursuant to the terms of the Consultant's Agreement dated May 3, 2024, between IAC and the County.
5. Instruct the County's Assessor's Office to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.

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

Approval of the recommended actions will find that the Notice of Intention to Purchase for the Property is not a project under CEQA and that the remaining recommended actions included in this Board letter, including the proposed purchase transaction, approval of the Site License Agreement, and related recommendations are exempt from CEQA and that no mitigation is required for the Project.

The Board established the Land Bank Pilot Program on June 14, 2022, to create new opportunities for affordable housing in areas experiencing and set to experience rapid gentrification and displacement. The Board allocated \$25 million toward the program.

On May 3, 2024, the Chief Executive Office (CEO) Homeless Initiative and Affordable Housing (CEO-HI) entered into a consultant services agreement (HI-024-002) with IAC, a community development financial institution, to administer and manage the Land Bank Pilot Program, in collaboration with CEO-HI.

IAC identified Project partners, assembled a Project team (CEO-HI, IAC, and its authorized subcontractors, CEO-Real Estate Division (RED), Department of Public Works (DPW), and County Counsel, and created an advisory working group. The Project team developed a robust, data-driven parcel assessment process to identify and recommend sites for acquisition. They facilitated an open, public call for parcel submissions. The Project team presented to the Affordable Housing Coordination Committee in October 2024 and April 2025, and the team held numerous briefings with deputies from the Board offices. The Project team conducted pertinent due diligence investigations, in collaboration with staff from CEO-RED, DPW, and County Counsel.

Upon acquisition of the Property, if adopted by the Board, the County will enter into a gratis, two-year License with IAC with two, one-year renewal options, pursuant to which IAC, or its authorized subcontractors, would maintain and secure the Property, as

authorized in the existing contract dated on May 3, 2024, between the County and IAC (HI-024-002). Any revenue generated during the term of the License would be deposited into the Affordable Housing Programs Budget. Concurrently, IAC and the Project team, in collaboration with CEO-HI, would leverage the Master Agreements for Services framework to develop a Request for Statement of Qualifications, and later a Work Order Solicitation, to solicit development proposals from developers. Ultimately, the County will enter into a proposed exclusive negotiating agreement, and later, a proposed ground lease with a developer to build affordable housing at the Property.

The CEO-HI has elected to purchase the Property so that it may develop affordable housing and prevent loss of property to market rate luxury housing in a community at risk for displacement. Further, the Property met the County's Land Bank Pilot Program selection criteria, as the site is: 0.5 acres or larger for efficient ground-up development and higher unit density, vacant or underutilized, and near existing Metro rail and bus rapid transit lines to facilitate transit access.

The Property is approximately 28,568 square feet of land, consisting of a vacant, unimproved lot with no buildings on the Property. The proposed development would consist of an affordable mixed-use housing development of up to 160 units, up to 5.0:1 Floor Area Ratio and a height of approximately 90 feet. The development could also include 2,800 square feet of community-serving commercial space and approximately 3,000 square feet of community room and/or amenity space primarily to serve residents, with parking provided in accordance with code. The development would include minor landscaping and security lighting. Construction is anticipated to take approximately 24 months.

The CEO-HI recommends acquiring the Property as part of the Land Bank Pilot Program for future development as affordable housing to serve the surrounding area and nearby communities.

### **Implementation of Strategic Plan Goals**

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

The proposed purchase is also consistent with North Star 3 – *"Realize Tomorrow's Government Today"* – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible. The proposed acquisition of the Property would also be consistent with Strategic Asset Management Goal – Maximize



use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed acquisition of the Property supports the above goals and objectives by acquiring a property that, once developed, would support the County's efforts to prevent displacement of individuals and families, and increases housing stability. The proposed acquisition of the Property and its subsequent development will also provide affordable housing and will assist in mitigating the housing emergency in the region.

### **FISCAL IMPACT/FINANCING**

Under the proposed License Agreement and its consultant services agreement with CEO-HI, IAC would be responsible for the maintenance and security of the Property following the proposed acquisition for a two-year period. Sufficient program funds have been budgeted for Site maintenance and security.

The purchase price of \$3,865,000 was substantiated by a fair market appraisal completed by a licensed appraiser.

The \$3,876,096 total cost of the proposed acquisition is fully funded with American Rescue Plan Act, Coronavirus Local Fiscal Recovery Funds-Enabled, funding that is already included in the Fiscal Year 2025-26 budget for the Land Bank Pilot Program Site No.4, Capital Project No. 7A007.

There is no net County cost impact associated with the recommended actions.

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

Section 25353 of the California Government Code authorizes the Board to purchase real property necessary for the use of public purposes. Pursuant to Government Code Sections 6063 and 25350, a Notice of Intention to Purchase will be published for the intended action to purchase real property, and a Board meeting will be held on December 9, 2025, or thereafter following the three-week publishing period to receive comments prior to consummating the proposed acquisition.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the City of Long Beach (City) on July 11, 2025. The City responded and found that the acquisition of the Property for the County's use conforms to the City's General Plan.

The Project team completed pertinent environmental due diligence assessments, surveys, studies, reports, and materials for the Property to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy. DPW has reviewed the prepared due diligence reports including a Phase I

environmental site assessment, subsurface soil and soil gas assessments, and geophysical utility survey to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy.

County Counsel has reviewed the Agreement, and the grant deed related to the proposed acquisition and approved them as to form. County Counsel has also reviewed all associated real estate documents, and encumbrances on title.

## **ENVIRONMENTAL DOCUMENTATION**

Approval of the Notice of Intention to Purchase for the Property is not a project under CEQA because it is not included in the definition of a project pursuant to Section 21065 of the California Public Resources Code (PRC) and is organizational or administrative activity of government, pursuant to State CEQA Guidelines Section 15378(b)(5) that will not result in direct or indirect physical changes in the environment. This activity is also statutorily exempt from CEQA, pursuant to State CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed action would have a significant effect on the environment.

The Property purchase transaction, approval of the Site, License Agreement to manage and maintain the Property on a short-term basis and related recommendations are subject to streamlining provisions under CEQA, and are alternatively, exempt from CEQA.

The proposed Project, consisting of affordable housing on the Property, as described herein, is statutorily exempt as an emergency project to address the homelessness emergency, pursuant to PRC Section 21080(b)(4) and State CEQA Guidelines Section 15269(c), which includes specific actions to prevent or mitigate an emergency. On January 10, 2023, the Board unanimously voted to proclaim a local emergency for homelessness in the County of Los Angeles. On October 30, 2018, the Board declared a shelter crisis to address homelessness in the unincorporated County. The proposed Project would provide permanent affordable housing that would address the homelessness emergency by providing for people to avoid or move from temporary shelters thereby directly alleviating the homelessness emergency and also reducing pressure on the shelter system and indirectly addressing the shelter crisis. Thus, the Project would be eligible for the CEQA emergency project exemption (CEQA Section 21080(b)(4), CEQA Guidelines Section 15269(c) -- Emergency Project).

Use of the Property for affordable housing, as described herein, and short-term management and maintenance of the Property upon purchase under a License Agreement is also subject to streamlining provisions in CEQA pursuant to PRC Section 21083.3 and State CEQA Guidelines Section 15183 (projects consistent with a community plan, general plan or zoning). Therefore, additional environmental review is not required as the proposed acquisition and purchase and development, as described herein, would result in no changes to the existing density established by the existing

zoning contained in the City of Long Beach Downtown Plan for which an Environmental Impact Report (EIR) was prepared. The proposed affordable housing project would be consistent with existing zoning (including allowable density bonuses). The Site is in the Downtown Planned Development Zone (PD-30) that provides flexible zoning; residential use is permitted; 150-foot height limit; 5:1 Floor Area Ratio with no setbacks required. The proposed use of the Property for affordable housing as described herein would also be consistent with the land use designation for the Site as well as land use policies contained in the Land Use Element of the General Plan as well as with goals, policies and programs of the 2021-2029 Housing Element of the General Plan; EIRs were prepared for both these documents. In performing environmental analysis pursuant to section 15183(b) of the State CEQA Guidelines, the County has determined that there are no impacts peculiar to the subject parcels or to the proposed activities, there are no new impacts or more significant impacts, and anticipated impacts of a potential future affordable housing project would all be less than significant. Therefore, no mitigation is required for the Project.

The City's certified EIRs referenced herein for streamlining are available at link: <https://www.longbeach.gov/lbcd/planning/environmental/reports> and, can also be viewed at the following address: Chief Executive Office, Real Estate Division located at the Hall of Records, 320 West Temple Street 7th floor, Los Angeles, CA 90012. The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is the County's CEO. The custodian of such documents and materials is the Section Chief of the CEO.

Documentation in support of the recommended CEQA determination is available from CEO upon request.

Upon the Board's approval of the recommended actions in this Board letter, the CEO will file a Notice of Exemption and a Notice of Determination with the County Clerk and with the State Office of Land Use and Climate Innovation, pursuant to Public Resources Code 21152 and will post the Notices to the County's website in accordance with section 21092.2.

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

The proposed acquisition of the Property will not impact current services or projects.

The Honorable Board of Supervisors  
November 12, 2025  
Page 8

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

Enclosures

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

**NOTICE OF INTENTION  
TO PURCHASE PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Chief Executive Officer, or her designee, to purchase real property from Leeward Capital of Long Beach, LLC ("Seller") located at 1101-1157 Long Beach Blvd., Long Beach, California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Three Million, Eight Hundred Sixty Five Thousand Dollars (\$3,865,000).

This matter will be considered by the Board of Supervisors of the County of Los Angeles on December 9, 2025, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Michael G. Rodriguez at (213) 974-4246 or [mgrodriguez@ceo.lacounty.gov](mailto:mgrodriguez@ceo.lacounty.gov).

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

EDWARD YEN, Executive Officer  
Board of Supervisors, County of Los Angeles

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

APPROVED AS TO FORM:

DAYWN R. HARRISON  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

## **Exhibit A**

### **Legal Description of the Land**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONVEYED AS INSTRUMENT NO. 20080240463 OF OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH THAT CERTAIN PARCEL OF LAND CONVEYED AS TO INSTRUMENT NO. 20080240467 OF SAID OFFICIAL RECORDS, TOGETHER WITH THAT CERTAIN PARCEL OF LAND CONVEYED AS TO INSTRUMENT NO. 20080240464 OF SAID OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LILY WAY AND LONG BEACH BOULEVARD:  
THENCE (1) SOUTH 89°57'35" WEST, 62.00 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED AS INSTRUMENT NO. 20080240467, BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°00'49" WEST, 10.00 FEET;  
THENCE SOUTH 89°57'35" WEST, 150.19 FEET;  
THENCE NORTH 0°00'28" EAST, 190.22 FEET;  
THENCE NORTH 89°57'14" EAST, 150.21 FEET;  
THENCE SOUTH 0°00'49" WEST, 180.24 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO CERTIFICATE OF COMPLIANCE IN CONJUNCTION WITH A LOT MERGER RECORDED SEPTEMBER 30, 2019 AS INSTRUMENT NO. 20191026671 OFFICIAL RECORDS.

APN: 7273-007-048

## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between Leeward Capital of Long Beach, LLC, a Delaware limited liability company (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

A. Seller is the fee owner of certain real properties located at 1101-1157 Long Beach Blvd in the City of Long Beach, County of Los Angeles, State of California (collectively the “**Property**”), consisting of a vacant lot and situated on approximately +/- 28,568 square feet of land, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller desires to sell the Property (as defined in Section 1, *infra*) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

C. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.* and has authorized the purchase of the Property by County.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

### AGREEMENT

1. **Purchase and Sale; Property.** Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller’s right, title and interest in the Buildings and Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller’s right, title and interest in all of the following items in respect of the Land (collectively, the “**Property**”):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller’s right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the “**Appurtenances**”);

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the “**Improvements**” and together with the Land and Appurtenances, the “**Real Property**”);

1.3. all personal property, equipment, supplies and fixtures, if any, located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the "**Personal Property**"). Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the "**Contracts**"), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date, as listed on Exhibit C (collectively, the "**Leases**"), in each case to the extent such Leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and all applications, plans, drawings, designs, sigs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the "**Intangible Property**").

## **2. Purchase Price; Independent Consideration.**

2.2. **Purchase Price.** The purchase price for the Property is Three Million Eight Hundred Eighty Thousand dollars (\$3,865,000.00) (the "**Purchase Price**").

2.2.1. **Independent Consideration.** Within fourteen (14) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the "**Independent Consideration**"), which Title Company shall immediately release and deliver to Seller as independent consideration for County's rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County's Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.2.2. **Purchase Price Balance.** Provided that all of the other conditions precedent to County's obligation to purchase the Property are timely satisfied, then one (1)



business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the "**Purchase Price Balance**").

3. **Condition of Property.**

3.1 **Due Diligence Materials.** Seller previously provided County with a copy of certain due diligence materials listed on Schedule 3(a) attached hereto (collectively, the "**Due Diligence Materials**"). Notwithstanding the foregoing, if, after Seller initially provides the Due Diligence Materials to County, but prior to the Closing or termination of this Agreement, any new, modified or supplemented Due Diligence Materials shall come into Seller's possession or control, then, within (three (3) Business Days) thereafter, Seller shall make such new, modified or supplemented Due Diligence Materials available to County and County's Representatives (as defined in Section 3.3). If Seller provides any new, modified, or supplemented Due Diligence Materials after the Due Diligence Deadline, the Closing shall be extended to the extent reasonably necessary to accommodate County's review and approval of such new, modified or supplemented Due Diligence Materials.

3.1. **Preliminary Title Report.** Not more than seven (7) Business Days after the Effective Date, Seller shall provide County a preliminary title report or title commitment (in either case, the "**PTR**") for the Properties issued by the Title Company (as defined in Section 5.1), and a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send County a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

3.2. **County's Inspections.** During the Due Diligence Period (defined in Section 3.3) and thereafter prior to any termination of this Agreement, County and County's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**County's Representatives**") may, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Seller's representative, [Steven Berck, [sberckg@aol.com](mailto:sberckg@aol.com); (310) 435-9365] ("**Seller's Representative**,") enter upon the Real Property solely to conduct such inspections, investigations and tests as County deems appropriate in its sole and absolute discretion. The inspections, investigations, tests, retests and activities referred to in the immediately-preceding sentence, and any borings and invasive testing activities described below, are referred to in this Agreement, collectively, as "**County's Inspections.**" Prior to entering upon the Real Property for the first time to conduct any invasive or destructive testing, including without limitation a Phase II environmental survey, County shall obtain the written approval of Seller's Representative, in its reasonable discretion, of such invasive or destructive testing. County's right of entry to premises occupied by Tenants under Leases, if any, at all times prior to the Closing shall be subject to required prior notification, if any, of Tenants under Leases, and Seller shall coordinate the timing of County's Inspections with the Tenants. Such coordination shall be limited to requesting access from Tenants consistent with their existing Leases, and Seller shall not be responsible for, or have any obligation to take legal or other action as a result of, any lack of cooperation by any Tenant. In conducting County's Inspections, County and County's Representatives shall use reasonable care and consideration and shall use its good faith efforts to schedule the date(s) and time(s) of County's Inspections so as not to unreasonably interfere with the operations of the Tenants or Tenants' use of their leased premises. In connection with County's Inspections, County shall immediately restore the Property to substantially the same condition as it was in prior to the inspection or test at County's sole expense unless such non-restoration is approved in writing by Seller in its reasonable discretion.

If County or County's Representatives undertake any borings or other disturbance of the soil, the soil shall be replaced and, if Seller shall reasonably require, recompact to its condition immediately prior to any such borings or other disturbance and County shall obtain at its own expense a certificate from a licensed soils engineer that certifies that such disturbance has been recompact to such condition. County shall cause County's Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted; (i) in a safe and professional manner; (ii) so as not to create any dangerous or hazardous condition on or about the Property, (iii) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, "**Applicable Laws**"); (iv) in compliance with the terms of the Leases, if any, and in a manner that does not unreasonably disturb any Tenant or the business being conducted on the Property; (v) only after obtaining all permits required to be obtained with respect to such activities; and (vi) in a manner that does not cause any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Seller or the Property. Seller shall have no obligation to repair any problems or defects disclosed by County's Inspections. A representative of Seller may accompany County during the County's Inspections at County's election. County shall have the right to meet with governmental officials having jurisdiction over the Property, subject to prior written notice to Seller of, and a reasonable right of Seller's representative (and/or Seller's counsel) to attend, any such meetings or to participate in any such calls.

### 3.3. **County's Due Diligence Approvals.**

3.3.1. **Due Diligence Review.** County's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by County, in County's sole and absolute discretion, of County's due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and County's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time [one business day prior to closing ] (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, County determines that it is dissatisfied, in County's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for County's intended use, or with any of the Due Diligence Materials or the results of County's Inspections, then County may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and Title Company on or before the Due Diligence Deadline of County's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations.

3.3.2. **Assumed Contracts.** County shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, County elects to assume. Other than the Contracts that County has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

3.3.3. County agrees to accept the Property at the Closing subject to the continuing possession of the Real Property by tenants under Leases, if any, in effect as of the Closing Date that are in possession of their premises at the Closing (collectively, "**Tenants**").

3.3.3.1. Seller shall not amend, modify or terminate any Lease or enter into any new Lease, at any time prior to the Closing, without County's prior written consent, which consent may be granted or withheld in County's sole and absolute discretion.

3.3.3.2. Within [five (5) Business Days] after the Effective Date, Seller shall deliver to each Tenant a form of estoppel certificate with a request that the Tenant complete, sign and return the estoppel certificate to County not later than the date that is (ten (10) calendar days) after the date of delivery to such Tenant. The estoppel certificate requested from Tenants shall be substantially in the form attached hereto as Exhibit I, or in such other form as is reasonably acceptable to County, provided that, if Tenant's Lease shall prescribe a different form of estoppel certificates, such prescribed form of estoppel certificate may instead be requested from that Tenant. Seller shall promptly forward to County all Tenant completed estoppel certificates and, upon County's request, provide updates to County as to the status of receipt of the estoppel certificates. If County is dissatisfied in any respect with any disclosures by Tenants in estoppel certificates received during the Due Diligence Period, or with the failure of any Tenant to complete and return an estoppel certificate during the Due Diligence Period, County's sole recourse shall be to terminate this Agreement during the Due Diligence Period. If an estoppel certificate is received by County from a Tenant after the Due Diligence Period, but prior to the Closing, it shall be a condition precedent to County's Closing obligations that such estoppel certificate does not disclose material and adverse information concerning the Property, or material and adverse information inconsistent with any material representation and warranty of Seller in this Agreement, not known to County prior to expiration of the Due Diligence Period. Except to the extent expressly provided in the immediately preceding sentence, after the Due Diligence Period, County's obligations under this Agreement are not contingent in any respect upon County's receipt, or the content, of any estoppel certificates. Seller's sole obligation with respect to this Section 3.4.3.2 shall be to request tenant estoppel certificates from all Tenants, use commercially reasonable efforts (which shall not require incurring any costs other than costs of mailing and nominal clerical costs) to obtain a signed estoppel certificate from all Tenants in the applicable forms specified in this Section 3.4.3.2 and promptly forward all signed estoppel certificates to County.

#### 3.3.4. Title Review.

3.3.4.1. County shall have until five (5) Business Days prior to the Due Diligence Deadline to deliver to Seller written notice ("**County's Title Notice**") of County's approval, conditional approval, or disapproval, in County's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

3.3.4.2. Seller shall have three (3) Business Days after receipt of County's Title Notice or County's deemed disapproval ("**Seller Response Period**"), to provide County with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by County to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to County, in County's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give County and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to County in County's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by County. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing all delinquent tax liens for the Property, mechanics' liens (attributable to work not contracted for by County), mortgages, deeds

of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Property (collectively, "**Monetary Liens**") or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from County's Inspections. Title Company shall use the proceeds of the Purchase Price otherwise due to Seller in order to remove Monetary Liens continuing to encumber the Property immediately prior to the Closing.

3.3.4.3. If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by County to be cured prior to the Closing Date, then County may, by not later than five (5) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If County does not deliver the Title Approval Notice in such case, County shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a County holiday (as such County holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

3.3.4.4. If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then County may issue a supplement to its County's Title Notice within ten (10) Business Days after County's receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within three (3) Business Days with a supplement to Seller's Title Response.

3.3.5. County's failure to either disapprove or approve in writing any of the items described in this Section 3.4 within the time period allotted to such item shall be deemed to constitute County's disapproval of same.

#### 4. **Prorations and Apportionments.**

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the "**Proration Time**"), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The Party receiving the actual tax bill shall deliver a copy thereof to the other Party within [ten (10) calendar days] of receipt and the parties shall complete the re-proration based on the actual tax bill within [fifteen (15) calendar days] thereafter. All taxes, bonds, assessments and supplemental taxes due and payable prior to the Closing shall be paid by Seller on or before the Closing. All taxes, bonds, assessments and supplemental taxes due and payable following the Closing shall be assumed and/or paid by County (County having received a credit at the Closing, to the extent provided in the immediately preceding sentence and not paid by Seller, for the portion thereof attributable to the period prior to the Closing).

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property

through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate if payment is not made within [ten (10) calendar days] following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under Leases, Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. Rents payable under the Leases, and any other revenues received with respect to the Property, shall be prorated as of the Proration Time and based on the actual number of days in the month in which the Closing occurs. County shall receive a credit on the Closing Statement (as defined in Section 5.2.8) for all rent payable under the Leases, and other Property revenue, for the month in which the Closing Date occurs and received by Seller to the extent attributable to any period following the Closing. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases, or other Property revenues, for any period before Closing. All amounts collected by County subsequent to Closing relating to delinquent rents (or other Property revenues) will be promptly remitted to Seller; provided, however, all rents (or other Property revenues) received by County after Closing will be applied first to the rental (or other revenue) period in which the Closing occurred, second to any current rental (or other revenue) period following the Closing and third to satisfy delinquent rental (or other revenue) obligations for any period before Closing not prorated at Closing. Seller will retain all ownership rights relating to any such delinquent rents or other Property revenues attributable to the period prior to Closing; if County has not collected the same within [thirty (30) calendar days] from the Closing, then Seller may take such action as it deems necessary to collect such delinquent rents (or other Property revenues), including the commencement of an action against the tenants under the Leases or any other person liable for such delinquent rents or revenues, but not including any action for unlawful detainer or other action seeking to terminate such tenant's lease or occupancy of its premises or seeking to terminate any other Contract assigned to County at Closing.

4.5. County shall be credited and Seller shall be charged with the balance of any security deposits then held by Seller under the Leases. In the event that Seller holds any letters of credit as a tenant security deposit, then prior to the Closing Seller shall (i) execute and deliver to Title Company such assignment and/or transfer documents as may be called for under such letters of credit for the transfer of such letters of credit to County, and (ii) at County's option, either deliver into Escrow or deliver to County, upon confirmation of the Closing, the originals of such letters of credit. County and Seller shall each be responsible for fifty percent (50%) of the amount of the transfer fee required under such letters of credit.

4.6. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.7. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.8. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Leases (including any originals), Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.9. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

**5. Opening and Closing.**

5.1. **Opening; Closing Date and Place.** Within three (3) Business Days after the Effective Date, County and Seller shall deposit one (1) fully executed original Agreement into escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow agent with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the date (the "**Closing Date**") on which the grant deed in the form of Exhibit D attached hereto (the "**Deed**"), conveying the Real Property to County, is recorded in the Official Records of Los Angeles County, California. The Closing Date shall occur on the date that is thirty (30) Business Days after the Effective Date, or such other date as Seller and County may agree in writing, without penalty. Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**") shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, 40<sup>th</sup> floor, Suite 4000, Los Angeles, CA 90017 and the primary contact person is Cheryl Greer. Her email address is \_\_\_\_\_.

5.2. **Seller's Closing Deliveries.** At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**");

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit E attached hereto (the "**Bill of Sale**"), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit F attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit G attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A letter signed by Seller and addressed to the Tenants under the Leases, if any, advising the Tenants of the sale of the Property to County and directing that all future rent payments and other charges are to be forwarded to County at an address to be supplied by County;

5.2.8. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.9. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit H attached hereto and other documents reasonably required by the Title Company.

5.3. **County's Closing Deliveries.** At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**");

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. The General Assignment, executed by County;

5.3.4. The Closing Statement, executed by County;

5.3.5. Such evidence of County's authority and other documents reasonably required by the Title Company; and

5.3.6. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County.

5.4. **Closing Expenses.** At Closing, Seller shall pay: (i) all documentary transfer taxes required to be paid as to the Deed, if any; (ii) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); (iii) the premium for the CLTA Policy (as defined in Section 6.1); and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. At Closing, County shall pay: (1) the additional premium costs to obtain an ALTA Policy (as defined in Section 6.1), if requested by County, and any endorsements desired by County; (2) the cost of any Survey ordered by County; and (3) one-half of the Escrow fees and the recording charges with respect to the Deed, if any. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. **County's Conditions Precedent to Closing.** County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**");

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 5.5.5 is a nonwaivable County Condition Precedent), or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. **Seller's Conditions Precedent to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.



5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. **Title Company Actions at Closing.** At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; (iv) a copy of each of the FIRPTA and Form 593-C; (v) a copy of each estoppel certificate described in Section 3.4.3.2; and (vi) a copy of each letter described in Section 5.2.7.

5.8. **Operation of the Property Prior to the Closing Date.** Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is

not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

6. **Title Policy; Permitted Exceptions.**

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

6.2. In the event that County elects to obtain an ALTA Policy, County shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. County shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that County may elect to obtain.

7. **Representations, Warranties, Covenants and Acknowledgments.**

7.1. **Seller Representations and Warranties.** Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.1.1. Seller is a duly formed, duly organized and validly existing Limited Liability Company, a Delaware Limited Liability Company, and registered in California as a foreign limited liability company and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of the Leases and Contracts, if any such Leases and Contracts are existing, and provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. As of the Effective Date, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property or any leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing. As of Closing, no person or entity other than County is in or entitled to possession of the Property, except for Tenants pursuant to the terms of their Leases. As of the Closing, there shall be no commissions or tenant improvement cost obligations for which County is responsible. No person or entity other than Seller and the Tenants under Leases is in or entitled to possession of the Real Property or any improvements thereon.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

**"Environmental Law"** means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety,

welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**"), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "**Environmental Law**" also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

"**Hazardous Substances**" shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). "Hazardous Substances" shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a "hazardous substance" pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as "hazardous substances" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR part 302); or in any and all amendments thereto in effect as of the Closing Date; or such chemicals,

compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller's knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

7.1.18. Neither Seller, nor to Seller's knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of Logan Beitler without duty of inquiry or being subject to constructive notice. No duty of inquiry or investigation on the part of Seller will be required or implied by the making of any representation or warranty, which is so limited to matters within Seller's actual knowledge. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller's knowledge. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of two (2) years; provided, however, if any representation and warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company and receive from Title Company and/or Seller, within three (3) Business Days following delivery of County's termination notice. Notwithstanding the foregoing, if any representation of Seller provided herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. **County Representations and Warranties.** County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Close of Escrow for a period of two (2) years, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Michael G. Rodriguez, without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3 **Survival.** The representations and warranties of County set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for a period of two (2) years.

## **8. Rights and Remedies Upon Default.**

8.1 **Seller's Remedies Upon Default of County.** If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 **County's Remedies Upon Default of Seller.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained

herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 The provisions of this Section 8 shall survive termination of this Agreement.

9.0 **Casualty or Condemnation.**

9.1 In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within ten (10) Business Days] after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2 Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. **Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

11. **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California



12. **Time of Essence** Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

13. **Counterparts**. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature

14. **Waiver**. Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

15. **Construction**. Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

16. **Headings**. The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

17. **Severability**. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. **Broker**. Upon the Closing, Seller shall pay real estate brokerage commissions to [Steven Berck] ("**Seller's Broker**") with respect to this transaction, in accordance with Seller's separate agreement with Seller's Broker (the "**Broker Agreement**"), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller's Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder's fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys' fees and costs, in connection with any commissions, finders' fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. County shall receive from Seller or Seller's Broker, within ten (10) days after the execution of this Agreement, an amount equal to fifty percent (50%) of all commissions due to Seller's Broker as a result of the execution of this Agreement, as set forth in the Broker Agreement. This Section 18 shall survive the Closing.

19. **Assignment**. This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller's consent. Any permitted assignee shall succeed to all of County's rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

20. **Merger**. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this

Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

21. **General Rules of Interpretation.** Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

22. **Date of Performance.** If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

23. **Third Parties.** This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

24. **Acceptance of the Deed.** The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

25. **Notices.** All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, "Notices") must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown

on the sender's registered mail or certified mail receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 West Temple Street,  
7th Floor  
Los Angeles, CA 90012  
Attn: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles  
Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attn: Real Property Division

To Seller: Logan Beitler, Manager  
  
Leeward Capital of Long Beach, LLC  
825 S. Barrington Avenue  
Los Angeles, CA 90049

With copies to: Beitler & Associates, Inc.  
825 S. Barrington Avenue  
Los Angeles, CA 90049  
Attn: Logan Beitler and Donald Rezak

26. **No Modification.** This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

27. **Rights of the Title Company.** If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the "**Escrowed Property**") or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction,

certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

28. **Solicitation of Consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller's provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller's failure to provide such consideration may negatively affect the County's consideration of the Seller's offer to sell the Property. Seller 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 negotiation, consummation or administration/management of this Agreement. Seller 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 Seller's submission being eliminated from consideration.

29. **No Offer or Binding Contract.** The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

30. **Documents, Reports and Materials.** Seller makes no representations or warranties regarding the accuracy, sufficiency, and scope of any documents, reports, materials or other written information ("Documents and Materials") or that the Documents and Materials are complete copies of the same. Buyer acknowledges and understands that all such Documents and Materials made available by Seller are only for Buyer's convenience in making its own examination and determination prior to the expiration of Buyer's Contingency as to whether it wishes to purchase the Property, and, in so doing Buyer shall rely exclusively upon its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Notwithstanding anything to the contrary contained herein, the Documents and Materials shall not include any document which (i) is proprietary to Seller, (ii) is subject to attorney/client privilege, (iii) is subject to any obligations of confidentiality or (iv) relates to Seller's internal memoranda, investor information, market studies, appraisals or other financial feasibility analysis.

31. **Information Supplied by Seller.** Buyer specifically acknowledges and agrees that, except as expressly set forth in the Printed Form of Agreement (as modified by this Addendum), Seller has made no representation or warranty of any nature concerning the accuracy or completeness of any documents delivered or made available for inspection by Seller to Buyer, including, without limitation, the any due diligence materials and that Buyer has undertaken such inspections of the Property as Buyer deems necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the due diligence materials or any other information provided to Buyer by or on behalf of Seller. As to the due diligence materials, Buyer specifically acknowledges that they have been prepared by third parties with whom Buyer has no privity and Buyer acknowledges and agrees that, except as expressly set forth in the Printed Form of Agreement (as modified by this Addendum), no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to Buyer with respect thereto, either by the Seller Group or by any third parties that prepared the same.

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

**"Seller"**

Leeward Capital of Long Beach, LLC,  
a Delaware limited liability company

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

Name: Logan Beitler

Title: Manager

**"County"**

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

**FESIA A. DAVENPORT**

**Chief Executive Officer**

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

**Name: John T. Cooke**

**Title: Assistant Chief Executive Officer**

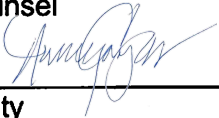
**ATTEST:**

**DEAN C. LOGAN**  
**Register-Recorder/County Clerk**

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

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**  
**County Counsel**

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

### **ACCEPTANCE BY TITLE COMPANY**

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between Leeward Capital of Long Beach, LLC, a Delaware limited liability company, as Seller, and the County of Los Angeles, as County, dated \_\_\_\_\_, and relating to the property located at 1101 –1157 Long Beach Boulevard, in the City of Long Beach, County of Los Angeles, State of California, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated \_\_\_\_\_, 2025

By: \_\_\_\_\_  
*Its Duly Authorized Representative*



## **Exhibit A**

### **Legal Description of the Land**

Real Property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

THE EAST 32 FEET OF THE NORTH 47 FEET OF LOT(S) 22, AND THE NORTH 47 FEET OF LOTS 23, 24, AND 25 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182, OF THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 2:**

THE SOUTH 49.67 FEET OF THE NORTH 96.67 FEET OF LOTS 22, 23, 24 AND 25 IN BLOCK "C" OF STANWOOD AND NASH'S SUBDIVISION, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 18 FEET OF SAID LOT 22 AND THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 3:**

THE NORTH 50 OF THE SOUTH 73.33 FEET OF LOTS 23, 24 AND 25 AND THE NORTH 50 FEET OF THE SOUTH 73.33 FEET OF THE EAST 32 FEET OF LOT 22 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182 OF AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 4:**

ALL THAT PART OF LOTS 22, 23, 24 AND 25 AND THE FORMERLY ALLEY ADJOINING IN BLOCK C OF STANWOOD AND NASH'S SUBDIVISION OF FARM LOT 182 IN THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 25 ON THE WEST LINE OF AMERICAN AVENUE AS SHOWN ON SAID PLAT, 23-1/3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF BLOCK "C", 172 FEET TO A POINT 18 FEET EAST OF THE WEST LINE OF LOT 22;

THENCE SOUTH PARALLEL WITH THE VACATED ALLEY;

THENCE EAST ALONG SAID SOUTH LINE, 172 FEET TO THE WEST LINE OF AMERICAN AVENUE, AS SHOWN ON SAID PLAT;

THENCE NORTH 43-1/3 FEET TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THE EAST 22 FEET, MORE OR LESS, TAKEN FOR WIDENING AMERICAN AVENUE.

APN: 7273-007-048

**Exhibit B**

**Contracts**

There are no contracts.

**Exhibit C**

**Leases**

There are no leases.

**Exhibit D**

**Form of Grant Deed**

**RECORDING REQUESTED BY  
COUNTY OF LOS ANGELES**

**WHEN RECORDED MAIL TO:**

County of Los Angeles  
320 West Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use

ASSESSOR'S IDENTIFICATION NUMBER: 7273-007-048

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00;  
CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA;  
GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Leeward Capital of Long Beach, LLC, a Delaware limited liability company ("**Grantor**"), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate ("**Grantee**"), all of Grantor's rights, title and interests to that certain real property located at 1101-1157 Long Beach Boulevard, in the City of Long Beach, County of Los Angeles, State of California, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the  
\_\_\_\_ day of \_\_\_\_\_, 2025.

"Grantor"

Leeward Capital of Long Beach, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Logan Beitler  
Title: Manager

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer),

personally appeared \_\_\_\_\_, 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 A (to Grant Deed)**

**Legal Description of the Property**

Real Property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

THE EAST 32 FEET OF THE NORTH 47 FEET OF LOT(S) 22, AND THE NORTH 47 FEET OF LOTS 23, 24, AND 25 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182, OF THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 2:**

THE SOUTH 49.67 FEET OF THE NORTH 96.67 FEET OF LOTS 22, 23, 24 AND 25 IN BLOCK "C" OF STANWOOD AND NASH'S SUBDIVISION, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 18 FEET OF SAID LOT 22 AND THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 3:**

THE NORTH 50 OF THE SOUTH 73.33 FEET OF LOTS 23, 24 AND 25 AND THE NORTH 50 FEET OF THE SOUTH 73.33 FEET OF THE EAST 32 FEET OF LOT 22 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182 OF AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 4:**

ALL THAT PART OF LOTS 22, 23, 24 AND 25 AND THE FORMERLY ALLEY ADJOINING IN BLOCK C OF STANWOOD AND NASH'S SUBDIVISION OF FARM LOT 182 IN THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 25 ON THE WEST LINE OF AMERICAN AVENUE AS SHOWN ON SAID PLAT, 23-1/3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF BLOCK "C", 172 FEET TO A POINT 18 FEET EAST OF THE WEST LINE OF LOT 22;

THENCE SOUTH PARALLEL WITH THE VACATED ALLEY;

THENCE EAST ALONG SAID SOUTH LINE, 172 FEET TO THE WEST LINE OF AMERICAN AVENUE, AS SHOWN ON SAID PLAT;

THENCE NORTH 43-1/3 FEET TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THE EAST 22 FEET, MORE OR LESS, TAKEN FOR WIDENING AMERICAN AVENUE.

APN: 7273-007-048

**Exhibit E**

**Form of Bill of Sale**

**BILL OF SALE**

THIS BILL OF SALE (this "**Bill of Sale**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Leeward Capital of Long Beach, LLC, a Delaware limited liability company ("**Seller**"), and County of Los Angeles, a body politic and corporate ("**County**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of June \_\_\_\_\_, 2025, between Seller and County (the "**Agreement**"), all of Seller's right, title and interest, if any, in and to all (collectively, the "**Personal Property**") personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of Long Beach, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the "**Real Property**"). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its "AS IS" condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]



IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: \_\_\_\_\_, 2025

Leeward Capital of Long Beach, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Logan Beitler  
Title: Manager

**Exhibit A (to Bill of Sale)**

**Legal Description of the Real Property**

Real Property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

THE EAST 32 FEET OF THE NORTH 47 FEET OF LOT(S) 22, AND THE NORTH 47 FEET OF LOTS 23, 24, AND 25 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182, OF THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 2:**

THE SOUTH 49.67 FEET OF THE NORTH 96.67 FEET OF LOTS 22, 23, 24 AND 25 IN BLOCK "C" OF STANWOOD AND NASH'S SUBDIVISION, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 18 FEET OF SAID LOT 22 AND THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 3:**

THE NORTH 50 OF THE SOUTH 73.33 FEET OF LOTS 23, 24 AND 25 AND THE NORTH 50 FEET OF THE SOUTH 73.33 FEET OF THE EAST 32 FEET OF LOT 22 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182 OF AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 4:**

ALL THAT PART OF LOTS 22, 23, 24 AND 25 AND THE FORMERLY ALLEY ADJOINING IN BLOCK C OF STANWOOD AND NASH'S SUBDIVISION OF FARM LOT 182 IN THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 25 ON THE WEST LINE OF AMERICAN AVENUE AS SHOWN ON SAID PLAT, 23-1/3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF BLOCK "C", 172 FEET TO A POINT 18 FEET EAST OF THE WEST LINE OF LOT 22;

THENCE SOUTH PARALLEL WITH THE VACATED ALLEY;

THENCE EAST ALONG SAID SOUTH LINE, 172 FEET TO THE WEST LINE OF AMERICAN AVENUE, AS SHOWN ON SAID PLAT;

THENCE NORTH 43-1/3 FEET TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THE EAST 22 FEET, MORE OR LESS, TAKEN FOR WIDENING AMERICAN AVENUE.

APN: 7273-007-048

## **Exhibit F**

### **Form of General Assignment**

#### **ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION (this "**Assignment**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Leeward Capital of Long Beach, LLC ("**Assignor**") and COUNTY OF LOS ANGELES, a body politic and corporate ("**Assignee**").

#### **RECITALS**

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated \_\_\_\_\_ (the "**Purchase Agreement**"), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the "**Real Property**"); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor's rights, title and interest in and to the Leases (defined below), the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

8.1. All leases, license agreements, and other agreements for occupancy of the Real Property identified on Schedule 2 attached hereto (the "**Leases**"); provided, however, that Assignor hereby retains all contract rights under the Leases that accrued prior to the transfer of the Real Property to Assignee, including without limitation, any and all rights and causes of action to recover past-due rent or other charges due under the Leases;

8.2. All service agreements, maintenance agreements, and other contracts listed on Schedule 3 attached hereto (the "**Contracts**"); and

8.3. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the "**Intangible Property**").

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor's obligations under the Leases and Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,  
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

Leeward Capital of Long Beach, LLC,  
a Delaware limited liability company

By: 

Name: Logan Beitler

Title: Manager

ASSIGNEE:

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

FESIA A. DAVENPORT

Chief Executive Officer

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

Name: John T. Cooke

Title: Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

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

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

Deputy

**Schedule 1**

**Purchase Agreement**

**Schedule 2**

**Leases**

1. None.

**Schedule 3**

**Contracts**

1. None



## **Exhibit G**

### **CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. Leeward Capital of Long Beach, LLC, a Delaware limited liability company ("Seller") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). Seller is owned one hundred percent (100%), either directly or indirectly, by Logan Beitler, Trustee of the Beitler Family Living Trust ("Transferor"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).

2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).

3. Transferor's United States employer identification number is: 81-4548308.

4. Transferor's office address is: 825 S. Barrington Avenue, Los Angeles, CA 90049

*[Signature page follows.]*

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: \_\_\_\_\_, 2025

TRANSFEROR:

Leeward Capital of Long Beach, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Logan Beitler  
Title: Manager

## **Exhibit H**

### **Form of Owner's Affidavit**

Los Angeles County, California

Order/File No. \_\_\_\_\_

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report \_\_\_\_\_ (with an effective date of \_\_\_\_\_, 2025) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that \_\_\_\_\_ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [\_\_\_\_\_] , who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until

any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

*[Signature Page Immediately Follows]*



**Exhibit "A" (to Owner's Affidavit)**

**Legal Description of the Land**

Real Property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

THE EAST 32 FEET OF THE NORTH 47 FEET OF LOT(S) 22, AND THE NORTH 47 FEET OF LOTS 23, 24, AND 25 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182, OF THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 2:**

THE SOUTH 49.67 FEET OF THE NORTH 96.67 FEET OF LOTS 22, 23, 24 AND 25 IN BLOCK "C" OF STANWOOD AND NASH'S SUBDIVISION, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 18 FEET OF SAID LOT 22 AND THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 3:**

THE NORTH 50 OF THE SOUTH 73.33 FEET OF LOTS 23, 24 AND 25 AND THE NORTH 50 FEET OF THE SOUTH 73.33 FEET OF THE EAST 32 FEET OF LOT 22 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182 OF AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 4:**

ALL THAT PART OF LOTS 22, 23, 24 AND 25 AND THE FORMERLY ALLEY ADJOINING IN BLOCK C OF STANWOOD AND NASH'S SUBDIVISION OF FARM LOT 182 IN THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 25 ON THE WEST LINE OF AMERICAN AVENUE AS SHOWN ON SAID PLAT, 23-1/3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF BLOCK "C", 172 FEET TO A POINT 18 FEET EAST OF THE WEST LINE OF LOT 22;

THENCE SOUTH PARALLEL WITH THE VACATED ALLEY;

THENCE EAST ALONG SAID SOUTH LINE, 172 FEET TO THE WEST LINE OF AMERICAN AVENUE, AS SHOWN ON SAID PLAT;

THENCE NORTH 43-1/3 FEET TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THE EAST 22 FEET, MORE OR LESS, TAKEN FOR WIDENING AMERICAN AVENUE.

APN: 7273-007-048

**Exhibit I**

**Form of Tenant Estoppel**

(Not Applicable)

1. No leases, tenancies or occupancy agreements.

## LICENSE AGREEMENT

This License Agreement (this "**License**") is effective as of \_\_\_\_\_ (the "**Effective Date**"), by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**Licensor**"), and INCLUSIVE ACTION FOR THE CITY, a California nonprofit public benefit corporation ("**Licensee**"). Each of Licensor and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

### RECITALS

A. Licensor is the owner of certain real property located at 1101-1157 Long Beach Boulevard in the City of Long Beach, County of Los Angeles, State of California, consisting of approximately 28,568 square feet of land, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Licensor and Licensee are parties to that certain Consultant Services Agreement dated May 3, 2024 (the "**Services Agreement**"), pursuant to which Licensee is providing certain services to assist Licensor in identifying, acquiring and facilitating the development of real property with affordable housing.

C. Pursuant to the Services Agreement, the Parties desire to enter into this License for the maintenance and security of the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this License as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

### 1. GENERAL PROVISIONS.

1.1 Licensor hereby grants to Licensee a license to enter upon and do the following on the Property:

(a) Licensee shall keep and maintain the Property in a clean, neat, sanitary graffiti-free, and slightly condition and repair, and commensurate with the conditions existing at the time this License is executed, pursuant to an in accordance with all Legal Requirements. As used in this License, the term "**Legal Requirements**" means all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the Property or the parties hereto.

(b) Licensee shall perform such landscaping, cutting and mowing of grass and weeds with respect to the Property as shall be reasonably required for the safe and uninterrupted use of the Property.

(c) Licensee shall furnish or provide services or utilities to the Property as shall be reasonably required for the safe and uninterrupted use of the Property and, without limiting the generality of the foregoing, as shall be required by any Legal Requirements.

(f) Licensee shall maintain and manage the Property, including, without



limitation, repair, maintenance, demolition and/or removal in a manner and to an extent as Licensee deems necessary or appropriate in its commercially reasonable discretion, but in any event in a manner and to an extent that shall allow the safe, sanitary, secure and attractive maintenance of the Property in accordance with all Legal Requirements. Notwithstanding the foregoing, Licensee shall not be obligated to make any repairs or maintenance to the Property that are in the nature of capital improvements.

(g) Licensee shall hire security services and install security devices as Licensee determines to be commercially reasonably required for the safe and uninterrupted use of the Property.

(h) Licensee shall have the right, but not the obligation, to perform any of the foregoing maintenance and security activities itself or using such service providers, vendors or contractors as Licensee shall reasonably determine in accordance with the Services Agreement.

1.2 The Property shall be used only by Licensee, its officers, directors, owners, trustees, agents, assigns, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, invitees or any other person or entity involved in any manner in the exercise of the rights under this License (collectively, the "**Licensee Parties**") for the purpose of its maintenance and security as provided herein, for due diligence study of the Property, to meet its obligations under the Services Agreement and for such related and incidental purposes or activities as are related thereto.

1.3 Licensee shall use, and shall cause Licensee Parties to use, the Property in compliance with all Legal Requirements. In addition, Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to commit waste, loss or damage to the Property.

## 2. TERM.

The term of this License (the "**Term**") shall commence on the date that Licensors delivers the Property to Licensee following Licensors closing on the acquisition of the Property (the "**Commencement Date**"), and shall terminate two years thereafter, but no later than January 10, 2028 (the "**Termination Date**"), unless sooner terminated by the Parties in accordance with the terms of this License.

Licensee shall have two one-year options to extend this License, subject to County approval. Prior to exercising each option, Licensee shall notify County in writing no less than 60 days prior to the Termination Date with their written request to exercise their option. County shall notify Licensee no later than 15 business days prior to the Termination Date if Licensee's one year option is approved.

## 3. CANCELLATION.

Either Party shall have the right to terminate this License for any reason, by providing the non-terminating Party with sixty (60) days' prior written notice.

## 4. UTILITIES; SERVICES.

Licensee shall be solely responsible for all utilities and services associated the use and

operation of the Property.

5. TAXES.

The interest (as defined in California Revenue and Taxation Code Section 107) in the Property created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the Property arising solely as a result of Licensee's specific use or operation of the Property during the Term, or as a result of any improvements made by Licensee to the Property during the Term.

6. INDEMNIFICATION

6.1 Licensee shall indemnify, defend, and hold harmless the Licensor, 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 or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

7. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensor, in the amount and coverages specified in and issued by insurance companies as described in Exhibit B. Licensee shall report to Licensor any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor in writing within three (3) business days of occurrence.

8. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this License and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10. ADDRESS FOR NOTICES.

Any notice required to be given under the terms of this License or any law applicable thereto may be addressed to the respective party as follows:

To Licensor:  
County of Los Angeles  
Chief Executive Office-Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attn: Joyce L. Chang, Senior Manager

AND

County of Los Angeles  
CEO-Homeless Initiative  
Attn: Vani Dandillaya

To Licensee:  
Inclusive Action for the City  
2900 E Cesar E Chavez Ave,  
Los Angeles, CA 90033  
Attention: Austin Pritzkat-Jackson  
austin@inclusiveaction.org

With a copy to: Somos Law Group  
304 South Broadway, Suite 350  
Attn: Tetlo Emmen, Esq.  
Email: Tetlo@somosgroup.org

Any payment required to be made by Licensee under the terms of this License may be addressed to the respective party as follows:

County of Los Angeles  
Auditor-Controller, Administrative Services,  
500 West Temple Street, Room 603  
Los Angeles, California 90012  
Attn: Franchise/Concessions Section

11. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this License, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this License shall not render the other provisions thereof unenforceable, invalid, or illegal.

12. AUTHORITY.

12.1 Licensee. Each individual executing this License on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensee, and that this License is binding upon Licensee in accordance with its terms.

12.2 Licensor. Each individual executing this License on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this License on behalf of Licensor, and that this License is binding upon Licensor in accordance with its terms.

13. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this License and that accordingly, no court construing this License shall construe it more stringently against one Party than the other.

14. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the date first written above.

**LICENSOR:**

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
CHIEF EXECUTIVE OFFICER

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

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder\County Clerk

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

APPROVED AS TO FORM:

DAWYN R. HARRISON,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**LICENSEE:**

INCLUSIVE ACTION FOR THE CITY,  
a California nonprofit public benefit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

Real Property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

**PARCEL 1:**

THE EAST 32 FEET OF THE NORTH 47 FEET OF LOT(S) 22, AND THE NORTH 47 FEET OF LOTS 23, 24, AND 25 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182, OF THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36 PAGE(S) 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 2:**

THE SOUTH 49.67 FEET OF THE NORTH 96.67 FEET OF LOTS 22, 23, 24 AND 25 IN BLOCK "C" OF STANWOOD AND NASH'S SUBDIVISION, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WEST 18 FEET OF SAID LOT 22 AND THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 3:**

THE NORTH 50 OF THE SOUTH 73.33 FEET OF LOTS 23, 24 AND 25 AND THE NORTH 50 FEET OF THE SOUTH 73.33 FEET OF THE EAST 32 FEET OF LOT 22 IN BLOCK "C" OF STANWOOD AND NASH SUBDIVISION OF FARM LOT 182 OF AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EAST 22 FEET OF SAID LOT 25.

**PARCEL 4:**

ALL THAT PART OF LOTS 22, 23, 24 AND 25 AND THE FORMERLY ALLEY ADJOINING IN BLOCK C OF STANWOOD AND NASH'S SUBDIVISION OF FARM LOT 182 IN THE AMERICAN COLONY TRACT, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 36, PAGE 76 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT 25 ON THE WEST LINE OF AMERICAN AVENUE AS SHOWN ON SAID PLAT, 23-1/3 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST PARALLEL WITH THE SOUTHERLY LINE OF BLOCK "C", 172 FEET TO A POINT 18 FEET EAST OF THE WEST LINE OF LOT 22;

THENCE SOUTH PARALLEL WITH THE VACATED ALLEY;

THENCE EAST ALONG SAID SOUTH LINE, 172 FEET TO THE WEST LINE OF AMERICAN AVENUE, AS SHOWN ON SAID PLAT;

THENCE NORTH 43-1/3 FEET TO THE PLACE OF BEGINNING.

EXCEPT THEREFROM THE EAST 22 FEET, MORE OR LESS, TAKEN FOR WIDENING AMERICAN AVENUE.

APN: 7273-007-048

## **EXHIBIT B**

### **Insurance Requirements**

#### **GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS**

Without limiting the Licensee's indemnification of Licensor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. 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 Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

##### **A. Evidence of Coverage and Notice to Licensor**

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

- Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. The Licensor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License 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 Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("**NAIC**") 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 Licensor required endorsement forms.

- Neither the Licensor's failure to obtain, nor the Licensor'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 Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, 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



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

**B. Additional Insured Status and Scope of Coverage**

The Licensors, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises.

Licensors' additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensors. The full policy limits and scope of protection also shall apply to the Licensors as an additional insured, even if they exceed the Licensors' 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 Insurance**

Except in the case of cancellation for non-payment of premium, Licensors' insurance policies shall provide, and Certificates shall specify, that Licensors shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensors in event of cancellation for non-payment of premium.

**D. Failure to Maintain Insurance**

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

Use of the Property shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

**E. Compensation for County Costs**

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

**F. Insurer Financial Ratings**

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

**G. Licensee's Insurance Shall Be Primary**

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

**H. Waiver of Subrogation**

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

**I. Deductibles and Self-Insured Retentions (SIRs)**

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

**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 License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

**K. Application of Excess Liability Coverage**

Licensee 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.

**III. INSURANCE COVERAGE TYPES AND LIMITS**

A. **Commercial General Liability insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor and its Agents as an additional insured, with limits of not less than:

|                                          |              |
|------------------------------------------|--------------|
| General Aggregate:                       | \$ 4 million |
| Products/Completed Operations Aggregate: | \$ 2 million |
| Personal and Advertising Injury:         | \$ 2 million |
| Each Occurrence:                         | \$ 2 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 Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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 Licensee'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 insurance shall:

- Provide coverage for Licensor'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 Licensee and Licensor as their interests may appear.

E. **Crime Insurance.** A Fidelity Bond or Crime Insurance policy with limits of not less than \$ 100,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.