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Chief Executive Office.

COUNTY OF LOS ANGELES
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
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CHIEF EXECUTIVE OFFICER
Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

December 01, 2026

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:

THIRTEEN-YEAR LEASE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, MONTEREY PARK
(FIRST DISTRICT) (3-VOTES)

SUBJECT

Approval of a proposed new and approximate 13-year lease for 12,673 square feet of office space and 51 on-site parking spaces for the Department of Children and Family Services (DCFS) for the El Monte Regional Office (EMRO) and Specialized Foster Care program.

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 his designee, to execute the proposed lease with OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common (Landlord), for approximately 12,673 square feet of office space and 51 on-site parking spaces located at 900 Corporate Center Drive, Suite 250, Monterey Park (Premises) to be occupied by DCFS. This proposes a lease term of approximately 13 years. The estimated maximum first-year base rental cost is approximately $442,000. The estimated total proposed lease cost, including costs for Tenant Improvement (TI) and low-voltage items, is approximately $9,932,000 over the approximate 13-year term. The rental costs will be funded by State and federal funds with the current subvention rate of 45 percent and 55 percent by net County cost (NCC) that will be included in DCFS' Fiscal Year (FY) 2027-28 budget. The subvention rate may be subject to change in future years,

and NCC variance will be absorbed by DCFS. DCFS will not be requesting additional NCC for this action.

3. Authorize the Chief Executive Officer, or his designee, to reimburse the Landlord up to $1,711,000, for the County of Los Angeles's (County) TI contribution to be paid in a lump sum.

4. Authorize the Interim Director of DCFS, or her designee, to contract with and direct the Internal Services Department, in coordination with the Chief Executive Officer, or his designee, for the acquisition and installation of telephone, data, security systems, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed $1,278,000, to be 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 his 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 option to extend at fair market rent for an additional five years. If this option is exercised, the total term of the proposed lease will be up to 18 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 23, 2024, the Board of Supervisors (Board) adopted the lease at 900 Corporate Center Drive, Monterey Park, for DCFS' relocation from the County-owned facility located at 4024 Durfee Avenue, El Monte. DCFS currently occupies approximately 50,043 square feet of office space under its existing lease, which expires June 30, 2041. Due to a zip code realignment and to meet the increasing operational needs, DCFS is proposing to expand into 12,673 square feet of office space on the building's second floor directly adjacent to one of its existing offices. The proposed lease will commence upon completion of TIs and County's acceptance of the premises and will expire concurrently with the existing lease on June 30, 2041, resulting in a proposed lease term of no more than 13 years.

The Premises is one of the 21 regional offices located throughout the County. The proposed expansion space will allow EMRO to continue operating as a comprehensive, full service, direct child protection center dedicated to ensuring the safety and well being of children in their care, including sufficient space for the Specialized Foster Care program. The proposed expansion will support efforts to reduce timelines and strengthen direct services to families and decrease reliance on out of home care. Additionally, smaller programs such as Office Coach Developers, Department of Mental Health and DCFS' collaborators for improving mental health and permanency outcomes for foster children, Level of Care staff, Public Health Nurse, Department of Public Social Services Linages staff, contracted Education Liaisons, Childcare Liaisons, Permanency Partner Program staff, Parents in Partner, and Residential Care Liaisons will also be located here to enhance direct services to the children and families that they serve.

The proposed Premises will house approximately 71 staff with 71 workstations. There is no teleworking for this location due to the nature of the programs and the direct services provided. Staff will be relocating from 611 North Brand Boulevard, Glendale, which will then be backfilled by other DCFS staff from other sites.

The proposed lease will provide DCFS with additional office space to house various programs that provide critical services as part of EMRO. The proposed Premises is easily accessible to public transportation routes and near major freeways.

Implementation of Strategic Plan Goals

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

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

The proposed lease supports the above goals and objectives by providing DCFS with adequate space for the EMRO, which provides services to children and their families in the surrounding areas.

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

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is approximately $442,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire term, including TI costs and Low-Voltage Items, is approximately $9,932.000, as shown in Enclosure B. The proposed lease costs will be fully funded by 45 percent State and federal funds and 55 percent by NCC that will be included in DCFS' FY 2027-28 budget. The subvention rate may be subject to change in future years, and any NCC variance will be absorbed by DCFS.

DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease term will be included in the FY 2027-28 Rent Expense budget and will be billed back to DCFS. DCFS will have sufficient funding allocated in its FY 2027-28 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DCFS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- The annual rental rate will be $34.80 per square foot, per year, and is subject to fixed annual increases of 3 percent.

- Total TI costs are expected to be approximately $2,472,000. The Landlord will provide approximately $761,000 ($60 per square foot) base TI allowance.

- The County will reimburse the Landlord up to $1,711,000 ($135 per square foot) as the County's lump sum TI contribution.

- The County will pay $1,278,000 for the lump sum cost of the Low-Voltage Items.

- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.

- There are 51 on-site parking spaces included in the base rent at no additional cost.

- The proposed lease includes an approximate 13-year initial term with an option to extend the proposed lease for an additional five years with 12 months' notice, at fair market rent. If all options are exercised, the total term of the proposed lease would be 18 years.

- The County does not have the right to terminate the proposed lease early.

- 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 be subject to the regular increases.

- The proposed lease was unanimously approved by the Board appointed Real Estate Management Commission on October 20, 2026.

- 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 on the first day of the month following completion of the tenant improvements by the Landlord and acceptance of the Premises by the County.

The Chief Executive Office (CEO) did not issue a flyer soliciting proposals for available space. DCFS has existing space in the building, and the proposed Premises will serve as expansion space to meet increased operational needs and staffing due to a zip code realignment. 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 or in closer proximity to DCFS's EMRO. Based on a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between $35.16 and $43.80 per square foot, per year. The base annual rental rate of $34.80 per square foot, per year, for the proposed lease represents a rate that is below the market range for the area. We recommend the Premises as the most suitable to meet the County's space requirements.

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

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

The Department of Public Works has 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 Monterey Park has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into

leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for DCFS, 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 State CEQA Guidelines (Guidelines) adopted by the Board, and section 15301 of the Guidelines. 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 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 Department of 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. DCFS concurs with the proposed lease and recommendations.

Respectfully submitted,



Joseph M. Nicchitta

Chief Executive Officer

JMN:JG:JTC
JLC:ANR:EG:OM:ja

Enclosures

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

ENCLOSURE A

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
900 CORPORATE CENTER DRIVE, SUITE 120 AND A PORTION OF SUITE 150, MONTEREY PARK

Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]	X		
	B	Does lease co-locate with other functions to better serve clients? [2]	X		
	C	Does this lease centralize business support functions?[2]	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **Based on 71 employees, the proposed space provides for 179 sq. ft per person**		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?[2]	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?[2]	X		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program?	X		
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report enclosed as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? [2]			X
3.	**Portfolio Management**				
	A	Did department use CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. __X__ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. __X__ The Program is being co-located.			
	E	Is lease a full-service lease?[2]	X		
	F	Has growth projection been considered in space request?		X	
	G	[1]Has the Dept. of Public Works completed seismic review/approval?	X		

[1]As adopted by the Board of Supervisors 11/17/98

[2]If not, why not?

ENCLOSURE B

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

900 CORPORATE CENTER DRIVE, SUITE 250, MONTEREY PARK
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Leased Area (sq.ft.)	12,673	
	Monthly	**Annual**
Base Rent	$2.90	$34.80
Term	180	13
Annual Rent Adjustment (Initial Term)	3%	
Parking	**# of Spaces**	
	51	
Tenant Improvement Costs (Reimbursable)	**Lump Sum**	
	$1,711,000	
Low Voltage Costs (TESMA Labor & Materials)	**Lump Sum**	
	$1,278,000	

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year (up to 7 months)	Total 13 Years Rental Costs
Annual Base Rent Costs	$442,000	$456,000	$470,000	$485,000	$500,000	$515,000	$531,000	$547,000	$564,000	$581,000	$599,000	$617,000	$636,000	**$6,943,000**
TI Allowance (Reimbursable)	$1,711,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$1,711,000**
Total Costs Paid to Landlord	**$2,153,000**	**$456,000**	**$470,000**	**$485,000**	**$500,000**	**$515,000**	**$531,000**	**$547,000**	**$564,000**	**$581,000**	**$599,000**	**$617,000**	**$636,000**	**$8,654,000**
Low Voltage Costs	$1,278,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$1,278,000**
Total Annual Lease Costs	**$3,431,000**	**$456,000**	**$470,000**	**$485,000**	**$500,000**	**$515,000**	**$531,000**	**$547,000**	**$564,000**	**$581,000**	**$599,000**	**$617,000**	**$636,000**	**$9,932,000**

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

ENCLOSURE C

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SPACE SEARCH – 5 MILE RADIUS
MONTEREY PARK

LACO	Property Name	Address	Ownership	Property Type	Gross Sq Ft	Vacant
4526	Biscailuz – Administration Building	1060 N. Eastern Ave., Los Angeles 90063	Owned	Multiple Use Building - Office	16,571	None
5863	ISD Administrative Headquarters	1100 N. Eastern Ave., Los Angeles 90063	Owned	Multiple Use Building - Office	80,309	None
A324	Fire – Employee Relations Office/LPSB/EMS & Homeland	1255 Corporate Center Drive, Monterey Park, 91754	Leased	Multiple Use Building - Office	37,132	None
3542	Fire – Administrative Headquarters Building	1320 N. Eastern Ave., Los Angeles, 90063	Owned	Multiple Use Building - Office	39,015	None
4364	Probation – East Los Angeles Area Office	144 S. Fetterly Ave., Los Angeles, 90022	Owned	Multiple Use Building - Office	15,584	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Place, Monterey Park 91754	Leased	Multiple Use Building - Office	35,248	None
A469	The Alhambra Complex – West Tower	1000 S. Fremont Ave., Alhambra 91803	Leased	Multiple Use Building - Office	15,206	None
A423	Sheriff – Personnel and Recruitment Center	101 Centre Plaza Dr., Monterey Park 91754	Leased	Multiple Use Building - Office	37,590	None

ENCLOSURE D

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Department of Children and Family Services – 900 Corporate Center Drive, Suite 250, Monterey Park – First District.

A. **Establish Service Function Category –** Regional Office with Direct Services.

B. **Determination of the Service Area –** The proposed lease will provide an approximate 13-year lease to expand the existing El Monte Regional Office and the continued need for operation in the San Gabriel Valley for DCFS programs including Specialized Foster Care.

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

- Need for proximity to service area and population**:** Continued need for services in the San Gabriel Valley region**.**
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local public transit services and in close proximity to the 10 and 710 freeways.
- 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 owned buildings available to meet DCFS' space needs.
- Compatibility with local land use plans: The City of Monterey Park has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is approximately $9,932,000.

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 $35.16 and $43.80 per square foot, per year. The base annual rental rate of $34.80 per square foot, per year, for the proposed lease represents a rate that is below market range for the area. We recommend the Premises as the most suitable to meet the County's space requirements.

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

The proposed lease will provide adequate and efficient office space for 71 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES - Tenant

OMNINET LACC TUCSON, LLC, OMNINET LACC VALENCIA, LLC, and OMNINET LACC, LLC, as tenants in common - Landlord

900 CORPORATE CENTER DRIVE

SUITE 250

MONTEREY PARK, CALIFORNIA

TABLE OF CONTENTS

Page

1. BASIC LEASE INFORMATION 1
   - 1.1 Terms 1
   - 1.2 Defined Terms Relating to Landlord's Work Letter 3
   - 1.3 Exhibits to Lease 4
2. PREMISES 5
   - 2.1 Lease of Premises 5
   - 2.2 Intentionally Omitted. 5
3. COMMON AREAS 5
4. COMMENCEMENT AND EXPIRATION DATES 5
   - 4.1 Term 5
   - 4.2 Termination right For Delay of Commencement Date 6
   - 4.3 Early Entry 6
   - 4.4 Intentionally Omitted 6
   - 4.5 Intentionally Omitted 6
5. RENT 6
   - 5.1 Base Rent 6
   - 5.2 Method of Payment and Required Information 7
   - 5.3 Base Rent Adjustments 7
6. USES 8
7. HOLDOVER 8
8. COMPLIANCE WITH LAW 8
9. DAMAGE OR DESTRUCTION 8
   - 9.1 Damage 8
   - 9.2 Tenant Termination Right 9
   - 9.3 Damage In Last Year 9
   - 9.4 Default By Landlord 9
10. REPAIRS AND MAINTENANCE 9
    - 10.1 Landlord Representations 10
    - 10.2 Landlord Obligations 11
    - 10.3 Tenant Obligations 12
    - 10.4 Tenant's Right to Repair 13
11. SERVICES AND UTILITIES 14
    - 11.1 Services 14
12. TAXES 15
13. LANDLORD ACCESS 16
14. TENANT DEFAULT 16
    - 14.1 Default 16
    - 14.2 Termination 16
    - 14.3 No Effect on Indemnity 16
15. LANDLORD DEFAULT 17
    - 15.1 Remedies 17
    - 15.2 Waiver 17
    - 15.3 Emergency 17
    - 15.4 Limitation of Liability 18
16. ASSIGNMENT AND SUBLETTING 18
    - 16.1 Assignment and Subletting 18
    - 16.2 Sale 18

17. ALTERATIONS AND ADDITIONS 19
17.1 Landlord Consent 19
17.2 End of Term 19
18. CONDEMNATION 19
18.1 Controlling Terms 19
18.2 Total Taking 20
18.3 Partial Taking 20
18.4 Restoration 20
18.5 Award 20
18.6 Waiver of Statute 21
19. INDEMNIFICATION 21
19.1 Landlord's Indemnity 21
19.2 Tenant's Indemnity 21
20. INSURANCE 21
20.1 Waiver 22
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 24
20.4 Landlord Requirements 24
21. PARKING 25
21.1 Tenant's Rights 25
21.2 Remedies 25
22. ENVIRONMENTAL MATTERS 26
22.1 Hazardous Materials 26
22.2 Landlord Indemnity 26
22.3 Tenant Indemnity 27
23. ESTOPPEL CERTIFICATES 27
24. TENANT IMPROVEMENTS 27
25. LIENS 27
26. SUBORDINATION AND MORTGAGES 28
26.1 Subordination and Non-Disturbance 28
26.2 Existing Deeds of Trust 28
26.3 Notice of Default 28
27. SURRENDER OF POSSESSION 28
28. SIGNAGE 28
29. QUIET ENJOYMENT 28
30. GENERAL 29
30.1 Headings 29
30.2 Successors and Assigns 29
30.3 Brokers 29
30.4 Entire Agreement 29
30.5 Severability 29
30.6 Notices 29
30.7 Governing Law and Venue 30
30.8 Waivers 30
30.9 Time of Essence 30
30.10 Consent 30
30.11 Community Business Enterprises 30
30.12 Memorandum of Lease 30
30.13 Counterparts; Electronic Signatures 30

31. AUTHORITY 31
32. ACKNOWLEDGEMENT BY LANDLORD 31
32.1 Consideration of GAIN Program Participants 32
32.2 Solicitation of Consideration 32
32.3 Landlord Assignment 33
32.4 Smoking in County Facilities. 34
33. IRREVOCABLE OFFER 34
34. OPTION TO EXTEND. 34

EXHIBITS

Exhibit A – Floor Plan of the Premises
Exhibit B – Intentionally Omitted
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 OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common ("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:	OMNINET LACC TUCSON, LLC, OMNINET LACC VALENCIA, LLC, and OMNINET LACC, LLC, as tenants in common 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com With a copy to: Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: commercialoperations@omninet.com
(b) Tenant's Address for Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 555 West 5th Street, 36th Floor Los Angeles, CA 90013 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division

(c) Premises:	Approximately 12,673 rentable square feet, designated as Suite 250 (defined below) ("Premises"), as shown on Exhibit A attached hereto.
(d) Building:	The Building located at 900 Corporate Center Drive, Monterey Park, California 91754, which is currently assessed by the County Assessor as APN 5237-022-017 (the "Property")
(e) Term:	Approximately 13 years commencing on the first day of the month following substantial completion of Landlord's Work, delivery of the Premises to Tenant and the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on June 30, 2040 (the "Termination Date"). 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:	January 1, 2028
(g) Irrevocable Offer Expiration Date: (see Section 33)	October 1, 2026
(h) Base Rent:	$2.90 per rentable square foot per month (i.e., $36,751.70 per month or $441,020.40 per year) and subject to annual adjustments as described in Section 5.3 below.
(i) Early Termination Date (see Section 4.4)	Not applicable.
(j) Rentable Square Feet in the Premises	Approximately 12,673 rentable square feet
(k) Initial Departmental Use:	Department of Children and Family Services, subject to Section 6.
(l) Parking Spaces:	51 unreserved parking spaces (i.e., 4.0 parking spaces/1,000 RSF) at no additional cost to the Tenant.

(m) Tenant's Hours of Operation:	7 a.m. to 6 p.m. Monday through Friday, and 9 a.m. to 1 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 as are generally oberseved) and such other holidays as are recognized by the County of Los Angeles, California.
(n) Asbestos Report:	A report dated June 1, 2024 prepared by Hart Laboratory, Inc
(o) Seismic Report	A report dated May 13, 2024 prepared by Department of Public Works
(p) Disabled Access Survey	A report dated June 7, 2024 prepared by CASp Experts, LLC
(q) Building Systems Report	Not applicable.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	$760,380.00 (i.e., $60 per rentable square foot of the Premises). Any unused portion of Landlord's TI Allowance shall be applied toward the monthly Base Rent next due.
(b) Tenant's TI Contribution:	$1,710,855.00 (i.e., $135 per rentable square foot of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable.
(d) Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Tenant shall pay Landlord that portion of Tenant's TI Contribution used to pay for any TI costs in excess of Landlord's TI Allowance in a lump sum, within sixty (60) calendar days after all of the following conditions have been met: (i) Tenant Improvements are substantially complete; and (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including, without limitation, receipts, invoices, proof of payment, unconditional lien releases and

	approved change orders, on a flow basis, so that Tenant may reconcile all Total TI costs to determine and confirm the total TI costs spent and the amount of Tenant's TI Contribution owed to Landlord.
(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office - Real Estate Division
(f) Landlord's Work Letter Representative:	William Molina or an assigned person of the Landlord
(g) Landlord's Address for Work Letter Notices:	Omninet LACC Tucson, LLC Omninet LACC Valencia, LLC Omninet LACC, LLC 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour With a copy to: Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 555 West 5th Street, 36th Floor Los Angeles, CA 90013 Attention: Director of Real Estate
1.3 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter

2. PREMISES

2.1 Lease of Premises

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

2.2 Intentionally Omitted.

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. Notwithstanding any contrary provision contained herein, the completion of the installation of Tenant's data (e.g., computer), telecom, telephone equipment and low voltage wiring and any other work which is Tenant's responsibility under this Lease (as opposed to Landlord's obligation) shall not be a condition precedent to the occurrence of Substantial Completion;

(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

4.2 Termination Right For Delay of Commencement Date

If the Commencement Date has not occurred within two hundred seventy (270) days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform the Tenant Improvements in the Premises, subject to extension for Tenant Delay(s) and/or Force Majeure Delays, and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at least ninety (90) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

4.3 Early Entry

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

4.4 Intentionally Omitted

4.5 Intentionally Omitted

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 Tenant with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Method of Payment and Required Information

The Tenant may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due under this Lease. Landlord further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (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, Landlord may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.3 Base Rent Adjustments

The Base Rent is subject to three percent (3%) annual increases. Accordingly, Base Rent shall be paid in the following amounts, per the following payment schedule:

Months	Rate	Monthly Base Rent
1 -12	$2.90	$36,751.70
13 - 24	$2.99	$37,854.25
25 - 36	$3.08	$38,989.88
37 - 48	$3.17	$40,159.57
49 - 60	$3.26	$41,364.36
61 – 72	$3.36	$42,605.29
73 - 84	$3.46	$43,883.45
85 – 96	$3.57	$45,199.96
97 - 108	$3.67	$46,555.95
109 - 120	$3.78	$47,952.63
121 – 132	$3.90	$49,391.21
133 – 144	$4.01	$50,872.95
145 – 156	$4.13	$52,399.14
157 – 168	$4.26	$53,971.11

169 – 180	$4.39	$55,590.24

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, for 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 ninety (90) days written notice from Tenant's Chief Executive Officer or his/her designee with continuing rent escalations, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. If Landlord delivers a termination notice to Tenant as provided herein and Tenant fails to surrender the Premises to Landlord by the expiration of such ninety (90) day period, then no additional notice is required from Landlord prior to initiating legal proceedings.

8. COMPLIANCE WITH LAW

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

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen (15) 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.

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 equivalent 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, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:

i. Subject to the reports provided to Tenant as described in Section 1.1 above, 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); 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]*

X☐ 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 the Landlord's Work Letter.

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

10.2 Landlord Obligations

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

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

ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;

iii. the Common Areas;

iv. exterior windows of the Building;

v. elevators serving the Building; and

vi. landscaping throughout the Building, the Building perimeter, and parking areas

(b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. For repairs that require the services of an environmental consultant, including but not limited to mold/water intrusion, asbestos, soil gases, etc., landlord shall retain the services of a qualified vendor that possess, at minimum qualifications of being a "Certified Industrial Hygenist" through the American Board of Industrial Hygiene and a minimum of 5 years of experience conducting mold investigations Landlord's repair obligations include, without limitation, repairs to, or replacements of:

i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);

ii. interior partitions;

iii. doors, door frames and hardware;

iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);

v. signage;

vi. emergency exit signage and battery replacement;

vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and

viii. Light fixtures, bulbs, tubes and ballasts.

(c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

10.3 Tenant Obligations

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

(a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;

(b) be at least equal in quality, value and utility to the original work or installation; and

(c) be in accordance with all applicable laws.

10.4 Tenant's Right to Repair

(a) If Tenant provides written notice (or oral notice 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 seven (7) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice, 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. In such case, Tenant shall promptly reimburse Landlord for such costs within thirty (30) days after completion and Tenant's receipt of an applicable invoice, prior written approval from tenant and Landlord and all supporting documentation. 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 Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of $85.00 per hour, per HVAC unit, with a two hour minimum per occasion. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Landlord shall, as part of the work described in Landlord's Work Letter, install submeters in any and all mechanical rooms of the Premises which shall measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the Premises 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 for the Premises necessary for Tenant to utilize such capacity in the Premises; provided, however, any transformers or panels which may be required in order to accommodate Tenant's usage in the Premises of such seven (7) watts of electric current (connected load) shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution.

(c) Elevators

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

(d) Water

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

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

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

(h) 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) business 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.

(i) Landscaping

Landlord, at its sole cost and expense, shall maintain all landscaping.

(j) Security

Landlord, at its sole cost and expense, shall be responsible for providing a roving security patrol for the common areas of the Building. Tenant, at its sole cost and expense, shall be responsible for providing security within the Premises (as needed).

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. 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. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

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 commence to perform such obligation within five (5) 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 five (5) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;

(b) to pursue the remedy of specific performance;

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

(d) to terminate this Lease.

15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3 Emergency

Notwithstanding the foregoing notice and cure period, Tenant may cure any default after delivering written notice of such default to Landlord and 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.

15.4 Limitation of Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or intentional misconduct of Landlord Parties.

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, 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. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

16.2 Sale

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

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

(a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).

(b) A signed letter from the new owner including the following information:

i. Name and address of new owner or other party to whom Base Rent should be paid

ii. Federal tax ID number for new owner

iii. Name of contact person and contact information (including phone number) for new owner

iv. Proof of insurance

(c) A W-9 form for new owner.

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

17. ALTERATIONS AND ADDITIONS

17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. 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; and

(d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either

under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.

18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. INSURANCE

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

20.1 Waiver

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

20.2 General Insurance Provisions – Landlord Requirements

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

(a) Evidence of Coverage and Notice to Tenant

i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been

given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Tenant-required endorsement forms.

iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office - Real Estate Division
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
Attention: Director of Real Estate

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

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as

an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and 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 the Common Areas and Premises, 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. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(g) Waiver of Subrogation

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

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

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

(i) Per Occurrence Coverage

If any part of the Required Insurance is written on a per occurrence basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage until the date of the closing of any sale of the Building by Landlord to a third party.

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Intentionally Omitted

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:	$ 4 million
Products/Completed Operations Aggregate:	$ 2 million
Personal and Advertising Injury:	$ 2 million
Each Occurrence:	$ 2 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:	$ 5 million
Products/Completed Operations Aggregate:	$ 5 million
Personal and Advertising Injury:	$ 3 million
Each Occurrence:	$ 3 million

Landlord shall be permitted to maintain such coverage pursuant to an umbrella or excess polic(ies) of insurance.

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

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

21. PARKING

21.1 Tenant's Rights

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other 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 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.

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 other than an emergency or Landlord's performance of its

repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant 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, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and reasonable

expenses arising at any time during or after the Term as a result of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises in violation of applicable laws. 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.

22.3 Tenant Indemnity

Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within thirty (30) business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

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 Property included herein.

26.2 Existing Deeds of Trust

Tenant acknowledges that there is an existing subordination agreement between Tenant and the current mortgage holder for the Property and that no new subordination agreement is required in connection with this Lease.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

28. SIGNAGE

During the Term, Tenant shall be permitted to continue to use the signage currently being used by Tenant at the Building which consists of lobby directory and identification signage located at the entrance to the Premises.

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 Kidder Mathews Linda Lee DRE #01278768 (the "Landlord's Agent") and CBRE, Inc. Nicole Mihalka DRE #01322414 ("Tenant'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 reply 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. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.

(c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a

fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

(d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

(f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on a need to know basis, 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.

(h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

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. 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 twelve (12) months, nor earlier than fifteen (15 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 written notice of its election to exercise the option to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the Expiration Date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such Expiration Date, subject, however, to the provisions that expressly survive expiration or termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on all the terms and conditions of this Lease, except that the Base Rent during Extension Terms 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, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Monterey Park, Santa Fe Springs and Commerce office sub-market area ("Market").

Notwithstanding any contrary provision contained herein, during the Extension Term, Landlord shall have the right, but only in connection with Landlord's redevelopment of the Building or Property, to terminate this Lease, without cause and without payment of any penalty to Tenant, upon delivering at least twenty-four (24) months prior written notice to Tenant (and, accordingly, the Lease shall terminate as of the last day of such twenty-four (24) month period).

(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 applicable 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. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building 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 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, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, 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 fifteen (15) 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 upon the exercise of any option granted pursuant to this Section 34, and such option is exercised, 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:

OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By: _____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSPEH M. NICCHITTA
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: _____
Amy J. Cooper
Deputy County Counsel

EXHIBIT A

FLOOR PLAN OF PREMISES

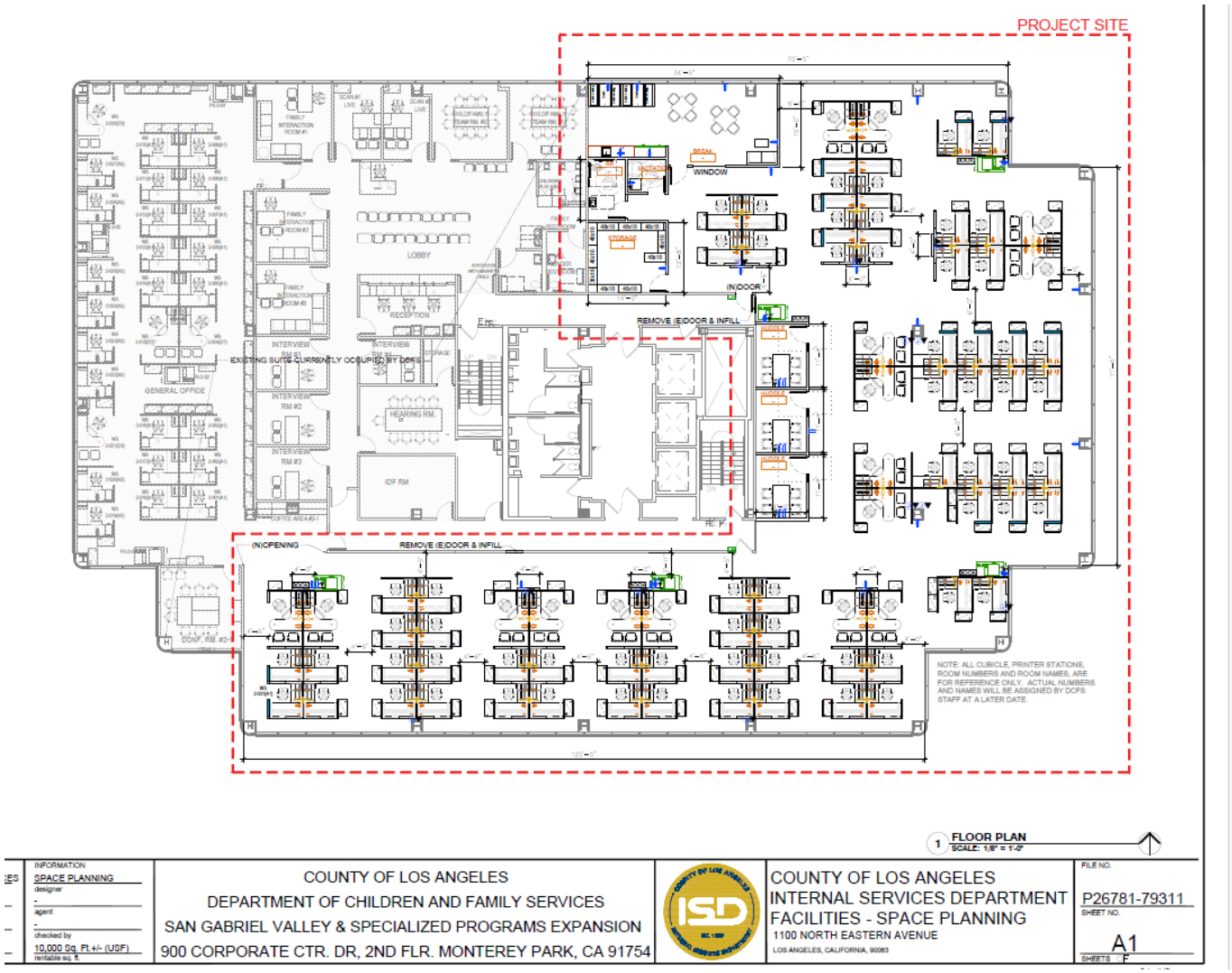

EXHIBIT B

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Lease Agreement ("Lease") dated _____, 20__, between County of Los Angeles, a body corporate and politic ("Tenant"), and OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common

("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 900 Corporate Center Drive, on a portion of the 2nd floor, Monterey Park, CA 91754 ("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 12,673 rentable square feet of space; and

5) The Base Rent is subject to fixed three percent (3%) annual increases per annum. Tenant shall pay Base Rent during the initial Term per the following schedule:

Months	Rate	Monthly Base Rent
1 -12	$2.90	$36,751.70
13 - 24	$2.99	$37,854.25
25 - 36	$3.08	$38,989.88
37 - 48	$3.17	$40,159.57
49 - 60	$3.26	$41,364.36
61 – 72	$3.36	$42,605.29
73 - 84	$3.46	$43,883.45
85 – 96	$3.57	$45,199.96
97 - 108	$3.67	$46,555.95
109 - 120	$3.78	$47,952.63
121 – 132	$3.90	$49,391.21
133 – 144	$4.01	$50,872.95
145 – 156	$4.13	$52,399.14
157 – 168	$4.26	$53,971.11
169 – 180	$4.39	$55,590.24

IN WITNESS WHEREOF, this memorandum is executed this _____ day of _____, 20___.

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Joyce Chang
Senior Manager

Landlord:

OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By:_____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

Exhibit B
COMMENCEMENT DATE OF MEMORANDUM
AND CONFIRMATION OF LEASE TERMS

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.

14. Non-exclusive day porter service from 7:00 a.m. to 5:00 p.m., Monday through Friday

B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.

16. Window sills, ledges and wood paneling and molding dusted.

C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.

18. High-reach areas, door frames and tops of partitions dusted.

19. Upholstered furniture vacuumed, plastic and leather furniture wiped

20. Picture moldings and frames dusted.

21. Wall vents and ceiling vents vacuumed.

22. Carpet professionally spot cleaned as required to remove stains.

23. Intentionally Omitted.

D. QUARTERLY

24. Light fixtures cleaned and dusted, but not less frequently than quarterly.

25. Intentionally Omitted.

26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.

27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than semi-annually.

29. All painted wall and door surfaces washed and stains removed.

30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. 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.

32. 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.

33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

34. 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.

35. 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.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. 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 once every six (6) months [two (2) 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.

38. 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 6.C. of this Exhibit D.

39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

H. GENERAL

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

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
555 W. 5th Street, 36th Floor Los)
Angeles, California 90013) **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 20__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as tenants in common ("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: Omninet LACC Tucson, LLC
Omninet LACC Valencia, LLC
Omninet LACC, LLC
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.
9420 Wilshire Blvd., 4th Floor
Beverly Hills, CA 90212
Attention: Commercial Operations

To Tenant: County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. 5th Street, 36th Floor
Los Angeles, California 90013
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: OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By:_____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

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)*

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____

2. Address: _____

3. Contact Person/Telephone Number: _____

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						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____

3. Provide the percentage of ownership in each category.	All Employees	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

Is your firm currently certified as a minority owned business firm by the:

State of California? ☐ Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

Federal Government? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

☐ 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
555 W. 5th Street, 36th Floor
Los Angeles, California 90013
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.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between OMNINET LACC TUCSON, LLC, a Delaware limited liability company, OMNINET LACC VALENCIA, LLC, a Delaware limited liability company, and OMNINET LACC, LLC, a Delaware limited liability company, as Tenants in common (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:

OMNINET LACC, LLC,
A Delaware limited liability company

By: Omninet Investment LACC, LLC,
a California limited liability company
Its Sole Member

By:_____
Michael Danielpour
Manager of Member

OMNINET LACC TUCSON, LLC,
A Delaware limited liability company

By: Omninet Tucson, LP,
A Delaware limited partnership
Its: Sole Member

By: Omninet Tucson GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

OMNINET LACC VALENCIA, LLC,
A Delaware limited liability company

By: Omninet Valencia, LP,
A Delaware limited partner
Its: Sole Member

By: Omninet One GP, LLC,
A California limited liability company
Its: General Partner

By: _____
Michael Danielpour
Manager of General Partner

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
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: _____
Amy J. Cooper
Deputy County Counsel

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)