County of Los Angeles
CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: January 15, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**

2. **INFORMATIONAL ITEM(S):**
(5 minutes)

   A) Board Letter:
   FIRE – COMPUTER-AIDED DISPATCH UPGRADE
   FIRE – Robert Sawyer, CIO; Tony Sereno, IT Manager I; and Maurice Elkins, IT Manager I

   B) Board Letter:
   COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FEBRUARY 4, 2020 GENERAL RECLASS
   CEO CLASS – Irish Wong, Principal Analyst

   C) Board Letter:
   NINE AND SEVEN-YEAR LEASES FOR DEPARTMENTS OF SUPERIOR COURT, CHILD SUPPORT SERVICES, PUBLIC DEFENDER, AND MENTAL HEALTH AT 600 S. COMMONWEALTH AVENUE
   CEO RE – Dean Lehman, Senior Manager and Michael Navarro, Chief Program Specialist

   D) Board Letter:
   EIGHT-YEAR LEASE FOR DEPARTMENT OF PUBLIC SOCIAL SERVICES AT 2601 WILSHIRE BOULEVARD
   CEO RE – Dean Lehman, Senior Manager and Michael Navarro, Chief Program Specialist

CONTINUED ON PAGE 2

E) Board Letter:
LEASE AMENDMENT FOR DEPARTMENT OF MENTAL HEALTH AT 695 S. VERMONT AVENUE
CEO RE – Dean Lehman, Senior Manager and Michael Navarro, Chief Program Specialist

F) Board Letter:
FIVE YEAR, ONE-YEAR, AND 18-MONTH LEASES FOR DEPARTMENTS OF PUBLIC HEALTH, CHILDREN AND FAMILY SERVICES, AND PROBATION AT 3530 WILSHIRE BOULEVARD
CEO RE – Dean Lehman, Senior Manager and Michael Navarro, Chief Program Specialist

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:
(5 minutes)

A) Board Letter:
APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 78227 FOR ELECTRONIC PERMITTING AND INSPECTION COUNTY OF LOS ANGELES SYSTEM

B) Board Letter:
SOLE SOURCE EXTENSION FOR AUTOMATED CASE MANAGEMENT SYSTEMS AGREEMENT

C) Board Letter:
MASTER AGREEMENTS FOR AS-NEEDED MINIMUM WAGE OUTREACH AND EDUCATION SERVICES

D) Board Letter:
LEGAL REPRESENTATION FOR STATE BAR PROCEEDING

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/18/2020	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Fire	
SUBJECT	Computer-Aided Dispatch (CAD) Hardware Replacement	
PROGRAM		
SOLE SOURCE CONTRACT	☒ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: $ 730,000	Funding source: Fire Department Capital Asset Funds
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Authorize the county purchasing agent to issue a sole source purchase order to Northrup Grumman Systems Corporation for acquisition of hardware and implementation services for the consolidated fire protection district's Computer Aided Dispatching (CAD) system.	
BACKGROUND (include internal/external issues that may exist)	The hardware used to support the District's CAD system environment has reached its serviceable end of life. Concerns over the growing cost of maintenance, hardware reliability, and the availability of parts has made procurement of replacement hardware essential. This request is for the procurement, installation, and configuration of three fully redundant Hewlett Packard rx2800i6 server platforms to be installed at the District's headquarters, one stand-alone server platform for disaster recovery (site to be determined), and a network storage system for each location.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Robert Sawyer, Chief Information Officer, (323) 890-4147, robert.sawyer@fire.lacounty.gov • Tony Sereno, Information Technology Manager I, (323) 890-4329, tony.sereno@fire.lacounty.gov • Maurice Elkins, Information Technology Manager I, (323) 890-4247, Maurice.elkins@fire.lacounty.gov	

COUNTY OF LOS ANGELES
FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

February 18, 2020

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

Dear Supervisors:

AUTHORIZE THE COUNTY PURCHASING AGENT TO ISSUE A SOLE SOURCE PURCHASE ORDER TO NORTHROP GRUMMAN SYSTEMS CORPORATION FOR PROCUREMENT OF HARDWARE AND IMPLEMENTATION SERVICES FOR THE CONSOLIDATED FIRE PROTECTION DISTRICT'S COMPUTER AIDED DISPATCHING SYSTEM
(ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE ( ) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting the Board of Supervisors (Board) authorize the Internal Services Department (ISD) as the County Purchasing Agent to proceed with a sole source purchase order with Northrop Grumman Systems Corporation (Northrop) for the procurement of replacement hardware supporting the District's Computer Aided Dispatching (CAD) System and implementation services for installation and configuration.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Authorize the County Purchasing Agent to complete the sole source procurement of computer and network equipment, for a total capital asset expenditure not to exceed

DRAFT

$728,000, to replace end-of-life hardware currently used to support the District's 9-1-1 CAD system.

2. Find that this contract is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The hardware used to support the District's CAD system environment has reached its serviceable end-of-life. Concerns over the growing cost of maintenance, hardware reliability, and the availability of parts has made procurement of replacement hardware essential. This request is for the procurement, installation, and configuration of three fully redundant Hewlett Packard rx2800i6 server platforms to be installed at the District's headquarters, one stand-alone server platform for disaster recovery (site to be determined), and a network storage system for each location.

Of the $728,000 in capital asset procurement proposed, $350,451 of this procurement consists of implementation services and pre-paid maintenance support. ISD will require board authorization in order to proceed with this procurement.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal III, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency, by making sure that the District's 9-1-1 CAD system is always fully supported, maintained, and operational to preserve the safety of Los Angeles County residents and District personnel.

FISCAL IMPACT/FINANCING

Sufficient funding is available in the District's Fiscal Year 2019-2020 Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purchase order will be issued by ISD as the County Purchasing Agent on behalf of the District.

The proposed procurement will be sole sourced to Northrop as the CAD system is proprietary.

The Chief Information Office (CIO) has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment Pending).

DRAFT

ENVIRONMENTAL DOCUMENTATION

Procurement of the hardware and services will not have a significant effect on the environment and, therefore, is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The purchase order will be requisitioned through and accomplished by ISD as the County Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the replacement CAD hardware, the potential for extended downtime of the CAD system due to a hardware failure increases. Failure of the CAD system will directly and severely impact the ability of the District's firefighters and fire dispatchers to perform their day-to-day duties during critical incidents. Any delay in the procurement of this hardware will jeopardize the health and safety of Los Angeles County residents and firefighters.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachments to the following office:

Consolidated Fire Protection District of Los Angeles County
Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Reyes@fire.lacounty.gov

The District's contact can be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY
FIRE CHIEF

Reviewed by:

DRAFT

WILLIAM S. KEHOE
CHIEF INFORMATION OFFICER

DLO:dv

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

DRAFT

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County
("Customer") and
Northrop Grumman Systems Corporation

THIS AMENDMENT, made this _____ day of _____, 2016, by and between The Consolidated Fire Protection District of Los Angeles County, with offices at 5815 Rickenbacker Road, Los Angeles, CA 90040, hereinafter referred to as the "Customer", and Northrop Grumman Systems Corporation, a Delaware Corporation with an office at 7555 Colshire Drive, McLean, VA 22102 hereinafter referred to as "Northrop Grumman".

WHEREAS, the Customer and Northrop Grumman entered into a Master Maintenance Agreement effective January 1, 2015, whereby Northrop Grumman was to maintain and support the Customer's Computer Aided Dispatch System: and

WHEREAS, the Customer desires to add equipment covered under the Scope of the Agreement and modify Exhibit "C", Price and Payment Schedule and Exhibit "D", Equipment List; and

WHEREAS, Northrop Grumman agrees to add equipment covered under the Scope of the Agreement and modify Exhibit "C", Price and Payment Schedule, and Exhibit "D" Equipment List;

NOW, therefore, it is agreed as follows:

1. Effective January 1, 2016, the hardware equipment as described on Exhibit "D" attached hereto shall be maintained through December 31, 2016 in accordance with the Hewlett-Packard's terms of maintenance.

2. Customer shall pay the amount labeled "Total Due" per Exhibit "C" hereto. Payment shall be made by the Customer within 30 days of the receipt of an invoice from Northrop Grumman.

3. The products and costs identified from Period 3 through Period 5 have been provided as an estimate to allow the LACF an opportunity to budget funds. The total due shall be reduced or increased based upon the renewal quote provided by HP.

4. All other Terms and Conditions of the Master Maintenance Agreement, except specifically changed by Amendments, shall remain in full force and effect.

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County
("Customer") and
Northrop Grumman Systems Corporation

IN WITNESS WHEREOF, the parties hereto have executed this amendment, the day and year written below.

Consolidated Fire Protection District of Los Angeles County:

Signature of Authorized Representative

Printed Name

Title

Date

Northrop Grumman Systems Corporation:

Sue Jun
Contracts Administrator

Date

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County
("Customer") and
Northrop Grumman Systems Corporation

EXHIBIT "C": PAYMENT SCHEDULE

SECTION	Period 2 1/1/2016 12/31/2016	Period 3 1/1/2017 12/31/2017	Period 4 1/1/2018 12/31/2018	Period 5 1/1/2019 12/31/2019
ITEM A EQUIPMENT ON HP MAINTENANCE				
Alpha System Hardware (Commencing 10/1/06)	$14,445	$15,168	$15,927	$16,722
System Software (Commencing 10/1/06)	$11,997	$12,598	$13,227	$13,889
DR CAD Integrity Hardware (commencing 5/1/15)	$7,335	$7,702	$8,087	$8,491
New Primary CAD Integrity Hardware (commencing 4/1/16)	$16,384	$22,938	$24,084	$25,289
TOTAL ITEM A Maintenance	**$50,161**	**$58,406**	**$61,325**	**$64,391**
ITEM B SOFTWARE ON PSI MAINTENANCE				
CAD/Oracle/Trifox Software **(No RMS)**	$114,587	$120,316	$126,332	$132,648
NFIRS Database Administration Services	$52,973	$55,622	$58,403	$61,324
	$167,560	**$175,938**	**$184,735**	**$193,972**
ITEM C POWER DISTRIBUTION ON MAINTENANCE				
Power Distribution System	**$8,029**	**$8,430**	**$8,852**	**$9,295**
PROJECTED EXPENDITURES	**$225,750**	**$242,774**	**$254,912**	**$267,658**

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County ("Customer") and Northrop Grumman Systems Corporation

EXHIBIT "D"										
Los Angeles County Fire Department – Section 2										
ITEAM A							Period 2	Period 3	Period 4	Period 5
								*	*	*
							Cost	Cost	Cost	Cost
Item #	Model	s/n	DESCRIPTION	Type of Service	Qty	Start Date	1/1/16 - 12/31/16	1/1/17 - 12/31/17	1/1/18 - 12/31/18	1/1/19 - 12/31/19
11.000	DY-68DAA-BA	AY34101711	ES45 68/1000 M2 1GB OVMS	24h * 7 days	1	10/1/2006	$4,341	$4,558	$4,786	$5,025
11.001	DY-68DAA-BA	AY34101712	ES45 68/1000 M2 1GB OVMS	24h * 7 days	1	10/1/2006	$4,341	$4,558	$4,786	$5,025
11.003	3R-A3849-AA		36GB 15K U320 UNI HDD	24h * 7 days	14	10/1/2006	$5,855	$6,147	$6,455	$6,777
11.004	DS-SL13R-AA		STRGWRKS 4314 RACKABLE JBOD	24h * 7 days	1	10/1/2006	$179	$188	$198	$207
11.005	DS-SE2UP-AA		POWER SUPPLY, 375	24h * 7 days	1	10/1/2006	$100	$105	$110	$115
11.006	CCMAB-AA		PCI MC 2 CONTROLLER	24h * 7 days	2	10/1/2006	$1,235	$1,296	$1,361	$1,429
						HW Total	$16,050	$16,853	$17,696	$18,580
					Total	HW after disc	$14,445	$15,168	$15,927	$16,722
			Software							
13.000	QL-09KAE-AA		DCPS Open-amV/A License	24h * 7days	1	10/1/2006	$159	$167	$176	$184
13.001	QL-09MAE-AA		DCPS-Plus V/A License	24h * 7days	1	10/1/2006	$80	$84	$88	$92
13.002	QL-OLXAE-AA		TCP/IP SVC V/A TRAD LIC	24h * 7days	1	10/1/2006	$478	$502	$527	$553
13.003	QL-5LQAE-AA		ABS OMT VMS TRAD LIC	24h * 7days	1	10/1/2006	$299	$314	$329	$346
13.004	QL-5LSA9-3B		ABS CLT WNT 1 CONC LIC	24h * 7days	1	10/1/2006	$339	$355	$373	$392
13.005	QL-5TA9A-2B		OVMS DS NT VMS PERS 1 LIC	24h * 7days	1	10/1/2006	$100	$105	$110	$115
13.006	QL-MT1AE-67		OVMS Alpha ES40 Base LIC	24h * 7days	1	10/1/2006	$259	$272	$285	$300
13.007	QL-MTFAE-AA		DECnet/OSI ES V/A Lic	24h * 7days	1	10/1/2006	$358	$376	$395	$415
13.008	QL-MV4AE-AA		DW MOTIF V/A TRAD LIC	24h * 7days	1	10/1/2006	$119	$125	$132	$138
13.013	QA-5FX8A-A8		SW LPOS LIB V/A CDRM/NO DOC	24h * 7days	1	10/1/2006	$2,947	$3,095	$3,249	$3,412
13.014	QL-09KAE-AA		DCPS Open-amV/A License	24h * 7days	1	10/1/2006	$159	$167	$176	$184
13.015	QL-09MAE-AA		DCPS-Plus V/A License	24h * 7days	1	10/1/2006	$80	$84	$88	$92
13.016	QL-OLXAE-AA		TCP/IP SVC V/A TRAD LIC	24h * 7days	1	10/1/2006	$538	$565	$593	$622
13.017	QL-5LQAE-AA		ABS OMT VMS TRAD LIC	24h * 7days	1	10/1/2006	$319	$335	$351	$369
13.018	QL-5LSA9-3B		ABS CLT WNT 1 CONC LIC	24h * 7days	1	10/1/2006	$358	$376	$395	$415
13.019	QL-5TA9A-2B		OVMS DS NT VMS PERS 1 LIC	24h * 7days	1	10/1/2006	$100	$105	$110	$115
13.020	QL-MT1AE-67		OVMS Alpha ES40 Base LIC	24h * 7days	1	10/1/2006	$657	$690	$725	$761
13.021	QL-MTFAE-AA		DECnet/OSI ES V/A Lic	24h * 7days	1	10/1/2006	$378	$397	$417	$438
13.022	QL-MV4AE-AA		DW MOTIF V/A TRAD LIC	24h * 7days	1	10/1/2006	$119	$125	$132	$138
14.000	QL-09KAE-AA		DCPS Open-amV/A License	24h * 7days	1	10/1/2006	$159	$167	$176	$184
14.001	QL-09MAE-AA		DCPS-Plus V/A License	24h * 7days	1	10/1/2006	$80	$84	$88	$92
14.002	QL-OLXAE-AA		TCP/IP SVC V/A TRAD LIC	24h * 7days	1	10/1/2006	$478	$502	$527	$553
14.003	QL-5LQAE-AA		ABS OMT VMS TRAD LIC	24h * 7days	1	10/1/2006	$299	$314	$329	$346
14.004	QL-5LSA9-3B		ABS CLT WNT 1 CONC LIC	24h * 7days	1	10/1/2006	$339	$355	$373	$392
14.005	QL-5TA9A-2B		OVMS DS NT VMS PERS 1 LIC	24h * 7days	1	10/1/2006	$100	$105	$110	$115
14.006	QL-MT1AE-67		OVMS Alpha ES40 Base LIC	24h * 7days	1	10/1/2006	$259	$272	$285	$300
14.007	QL-MTFAE-AA		DECnet/OSI ES V/A Lic	24h * 7days	1	10/1/2006	$358	$376	$395	$415
14.008	QL-MV4AE-AA		DW MOTIF V/A TRAD LIC	24h * 7days	1	10/1/2006	$119	$125	$132	$138
14.013	QL-09KAE-AA		DCPS Open-amV/A License	24h * 7days	1	10/1/2006	$159	$167	$176	$184
14.014	QL-09MAE-AA		DCPS-Plus V/A License	24h * 7days	1	10/1/2006	$80	$84	$88	$92
14.015	QL-OLXAE-AA		TCP/IP SVC V/A TRAD LIC	24h * 7days	1	10/1/2006	$538	$565	$593	$622
14.016	QL-5LQAE-AA		ABS OMT VMS TRAD LIC	24h * 7days	1	10/1/2006	$319	$335	$351	$369
14.017	QL-5LSA9-3B		ABS CLT WNT 1 CONC LIC	24h * 7days	1	10/1/2006	$358	$376	$395	$415
14.018	QL-5TA9A-2B		OVMS DS NT VMS PERS 1 LIC	24h * 7days	1	10/1/2006	$100	$105	$110	$115
14.019	QL-MT1AE-67		OVMS Alpha ES40 Base LIC	24h * 7days	1	10/1/2006	$657	$690	$725	$761
14.020	QL-MTFAE-AA		DECnet/OSI ES V/A Lic	24h * 7days	1	10/1/2006	$378	$397	$417	$438
14.021	QL-MV4AE-AA		DW MOTIF V/A TRAD LIC	24h * 7days	1	10/1/2006	$119	$125	$132	$138
15.001	QL-4G9A9-AA	AY43301059	MMS RT V/A TRAD LIC	24h * 7days	1	9/1/2008	$106	$112	$117	$123
15.002	QL-MT1AE-63	AY43301059	OVMS Alpha Base PWS PERF	24h * 7days	1	9/1/2008	$390	$410	$430	$452
15.003	QL-MT3AA-3B	AY43301059	OpenVMS CONC 1 LIC	24h * 7days	1	9/1/2008	$89	$93	$98	$103
						SW Total	$13,330	$13,996	$14,696	$15,431
					Total	HP SW after dis	$11,997	$12,597	$13,227	$13,888

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County ("Customer") and
Northrop Grumman Systems Corporation

			SAID: 1036 7809 5459							
16.001	AH235A	SGH50160NK	HP rx2660 base server with two CPUs	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.002	AH235A#004		HP rx2660 OFS - 2x 1.6GHz/8MB	24h * 7days	1	5/1/2015	$ 1,627	$ 1,709	$ 1,794	$ 1,884
16.003	AD246A		HP rx2660 PCI-x 3 slot cage option	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.004	AD248A		HP rx2660 Internal HDD Controller	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.005	AD275A	P8DXVYU0RP	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.006	AD379A	C013SYH1Z1	HP 72GB 15K SFF SAS HDD	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.007	AD379A	C013SYH1YY	HP 72GB 15K SFF SAS HDD	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.008	AD379A	C013SYH1YN	HP 72GB 15K SFF SAS HDD	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.009	AD379A	C013SYH1Y9	HP 72GB 15K SFF SAS HDD	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.010	AD379A	C013SYH1Y4	HP 72GB 15K SFF SAS HDD	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.011	AD142A	ID03530235	rx3600/rx6600 DVD-ROM Drive	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.012	A7173A	P802294709	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.013	A7173A		HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.014	AB552A		HP USB OpenVMS Keyboard and Mouse Kit	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.015	AH241A	PR410391P3	HP rx2660 1.67G/18MB DC CPU	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.016	AH241A	PR410391P0	HP rx2660 1.67G/18MB DC CPU	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
16.017	EH842A	HU11004YJR	HP Ultrium 920 SCSI Ext Tape Drive	24h * 7days	1	5/1/2015	$ 728	$ 764	$ 802	$ 842
			HP Software Technical Unlimited Support							
17.001	BA453AC		HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys	24h * 7days	2	5/1/2015	$ 1,535	$ 1,611	$ 1,692	$ 1,777
17.002	BA412BC		HP Clusters for VMS I64 License	24h * 7days	1	11/1/2015	$ -	$ -	$ -	$ -
17.003	BA412BC#221		2Skt/4Core 1-unit PCL LTU	24h * 7days	1	11/1/2015	$ 582	$ 611	$ 642	$ 674
17.004	BA452AC		HP VMS I64 FOE PCL LTU Max2 Proc w/o Sys	24h * 7days	1	11/1/2015	$ 384	$ 403	$ 423	$ 444
17.005	BA412BC		HP Clusters for VMS I64 License	24h * 7days	1	11/1/2015	$ -	$ -	$ -	$ -
17.006	BA412BC#221		2Skt/4Core 1-unit PCL LTU	24h * 7days	1	11/1/2015	$ 582	$ 611	$ 642	$ 674
17.007	BA452AC		HP VMS I64 FOE PCL LTU Max2 Proc w/o Sys	24h * 7days	1	11/1/2015	$ 384	$ 403	$ 423	$ 444
			HP Software Updates Service							
18.001	A7173A	P802294709	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
18.002	A7173A		HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
18.003	BA322AA		HP OpenVMS I64 FOE Media	24h * 7days	1	5/1/2015	$ -	$ -	$ -	$ -
18.004	BA453AC		HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys	24h * 7days	2	5/1/2015	$ 953	$ 1,000	$ 1,050	$ 1,103
18.005	BA412BC		HP Clusters for VMS I64 License	24h * 7days	1	11/1/2015	$ -	$ -	$ -	$ -
18.006	BA412BC#221		2Skt/4Core 1-unit PCL LTU	24h * 7days	1	11/1/2015	$ 450	$ 472	$ 496	$ 521
18.007	BA452AC		HP VMS I64 FOE PCL LTU Max2 Proc w/o Sys	24h * 7days	1	11/1/2015	$ 238	$ 250	$ 263	$ 276
18.008	BA412BC		HP Clusters for VMS I64 License	24h * 7days	1	11/1/2015	$ -	$ -	$ -	$ -
18.009	BA412BC#221		2Skt/4Core 1-unit PCL LTU	24h * 7days	1	11/1/2015	$ 450	$ 472	$ 496	$ 521
18.010	BA452AC		HP VMS I64 FOE PCL LTU Max2 Proc w/o Sys	24h * 7days	1	11/1/2015	$ 238	$ 250	$ 263	$ 276
						HW Total	$ 8,150	$ 8,557	$ 8,985	$ 9,434
						Total HW after disc	$ 7,335	$ 7,702	$ 8,087	$ 8,491

			SAID: 1036 8221 0153							
			New Hardware				9 months			
19.001	AF002A	USE01811TH	HP Universal Rack 10642 G2 Shock ALL	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.002	AH235A	USE5018JW8	HP rx2660 base server with two CPUs	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.003	AH235A#003		HP rx2660 base server - 2x 1.67GHz/18MB	24h * 7days	1	4/1/2016	$ 1,592	$ 2,229	$ 2,340	$ 2,457
19.004	AD253A		HP rx2660 Server Rack Kit	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.005	AD254A	60C4DY0282	HP rx2660 additional power supply	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.006	AD246A	M49CMP0215	HP rx2660 PCI-x 3 slot cage option	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.007	AD248A		HP rx2660 Internal HDD Controller	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.008	AD275A	P04XVYW07Z	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.009	AD379A	2SD015X0TD	HP 72GB 15K SFF SAS HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.010	AD379A	2SD015X0TG	HP 72GB 15K SFF SAS HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.011	AD142A	ID03516714	rx3600/rx6600 DVD-ROM Drive	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.012	A7173A	P601874509	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.013	AD193A	JP49512293	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.014	AD193A	JP49512296	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.015	AH235A	USE5018JW9	HP rx2660 base server with two CPUs	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.016	AH235A#001		HP rx2660 base server - 2x 1.6GHz/8MB	24h * 7days	1	4/1/2016	$ 1,592	$ 2,229	$ 2,340	$ 2,457

19.017	AD253A		HP rx2660 Server Rack Kit	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.018	AD254A	60C4DY027X	HP rx2660 additional power supply	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.019	AD246A	M49CMPO205	HP rx2660 PCI-x 3 slot cage option	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.020	AD248A		HP rx2660 Internal HDD Controller	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.021	AD275A	P04XVYW081	HP rx2660 4GB (2x2GB) PC2-4200 R Memory	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.022	AD379A	2SD015X0TE	HP 72GB 15K SFF SAS HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.023	AD379A	2SD015X0TF	HP 72GB 15K SFF SAS HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.024	AD142A	ID03516715	rx3600/rx6600 DVD-ROM Drive	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.025	A7173A	P600964509	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.026	AD193A	JP49512265	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.027	AD193A	JP49512321	HP PCI-X 1p 4GB FC AND 1p 1000BT Adptr	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.028	AM867A	USB012T0HP	HP 8/8 (8)-ports Enabled SAN Switch	24h * 7days	1	4/1/2016	$ 475	$ 665	$ 698	$ 733
19.029	AM867A	USB012T0HR	HP 8/8 (8)-ports Enabled SAN Switch	24h * 7days	1	4/1/2016	$ 475	$ 665	$ 698	$ 733
19.030	AJ715A		HP 4Gb Short Wave B-series FC SFP 1 Pack	24h * 7days	8	4/1/2016	$ -	$ -	$ -	$ -
19.031	AG052A	2C400524NL	HP TFT7600 US Rckmnt Keybrd 17in Monitor	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.032	A7445B	USE0130013	HP 1U SCSI Rack-Mount Kit	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.033	AJ797A	2S6012B162	HP 2324fc DC Modular Smart Array	24h * 7days	1	4/1/2016	$ 1,368	$ 1,915	$ 2,011	$ 2,112
19.034	504062-B21	2SD012O07E	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.035	504062-B21	2SD012O07F	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.036	504062-B21	2SD012O07G	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.037	504062-B21	2SD012O07H	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.038	504062-B21	2SD012O07K	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.039	504062-B21	2SD012O07L	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.040	504062-B21	2SD012O07M	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.041	504062-B21	2SD012O07N	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.042	504062-B21	2SD012O07P	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.043	504062-B21	2SD012O07R	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.044	504062-B21	2SD012O0KK	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.045	504062-B21	2SD012O0KL	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.046	504062-B21	2SD012O0KM	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.047	504062-B21	2SD012O0KN	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.048	504062-B21	2SD012O0KP	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.049	504062-B21	2SD012O0KR	HP 146GB 3G SAS 15K 2.5in DP ENT HDD	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.050	AB469A		HP rx16/26 Factory Rackmount Shelf Kit	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.051	AF616A	MY2002GGRG	HP 0x2x8 KVM SVR CNSL G2 SW	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.052	AF062A		HP 10K G2 600mm Stabilizer Kit	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.053	AF054A		HP 10642 G2 Sidepanel ALL	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.054	336047-B21		KVM USB Cnsl Itfc Adptr 1PK ALL	24h * 7days	3	4/1/2016	$ -	$ -	$ -	$ -
19.055	252663-B24	CN09501120	HP 3.6kVA 16A High Voltage WW PDU	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.056	252663-B24		HP 3.6kVA 16A High Voltage WW PDU	24h * 7days	1	4/1/2016	$ -	$ -	$ -	$ -
19.057	AF593A		HP 3.6m C19 Nema L6-20P NA/JP Pwr Crd	24h * 7days	2	4/1/2016	$ -	$ -	$ -	$ -
19.058	EH841A	HU11009MDN	HP Ultrium 920 SCSI Int Tape Drive	24h * 7days	1	4/1/2016	$ 663	$ 928	$ 975	$ 1,023
19.059	EH841A	HU11009MFR	HP Ultrium 920 SCSI Int Tape Drive	24h * 7days	1	4/1/2016	$ 663	$ 928	$ 975	$ 1,023
						New HW Total	$ 6,823	$ 9,552	$ 10,030	$ 10,531
						New HW After Disc	$ 6,141	$8,597	$9,027	$9,479

			New HP Software Technical Unlimited Support							
20.001	BA348AC		HP C for VMS I64 Concurrent LTU	24h * 7days	1	4/1/2016	$ 176	$ 246	$ 259	$ 272
20.002	BA350AC		HP COBOL VMS I64 Concurrent LTU	24h * 7days	1	4/1/2016	$ 501	$ 701	$ 736	$ 773
20.003	BA412AC		HP Clusters for VMS I64 PCL LTU	24h * 7days	6	4/1/2016	$ 5,015	$ 7,021	$ 7,372	$ 7,741

Amendment No. 1 to the Agreement
Between The Consolidated Fire Protection District of Los Angeles County
("Customer") and
Northrop Grumman Systems Corporation

			New HP Software Updates Service							
21.001	A7173A	P601874509	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	4/1/2016				
21.002	BA322AA		HP OpenVMS I64 FOE Media	24h * 7days	1	4/1/2016				
21.003	BA453AC		HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys	24h * 7days	4	4/1/2016	$ 858	$ 1,201	$ 1,261	$ 1,324
21.004	A7173A	P600964509	HP Dual Channel Ultra320 SCSI Adapter	24h * 7days	1	4/1/2016				
21.005	BA322AA		HP OpenVMS I64 FOE Media	24h * 7days	1	4/1/2016				
21.006	BA453AC		HP VMS I64 FOE PCL LTU Max2 Proc w/ Sys	24h * 7days	2	4/1/2016	$ 434	$ 608	$ 638	$ 670
21.007	BA348AA		HP C for VMS I64 Media	24h * 7days	1	4/1/2016				
21.008	BA348AC		HP C for VMS I64 Concurrent LTU	24h * 7days	1	4/1/2016	$ 132	$ 185	$ 194	$ 204
21.009	BA350AA		HP COBOL VMS I64 Media	24h * 7days	1	4/1/2016				
21.010	BA350AC		HP COBOL VMS I64 Concurrent LTU	24h * 7days	1	4/1/2016	$ 387	$ 542	$ 569	$ 597
21.011	BA412AC		HP Clusters for VMS I64 PCL LTU	24h * 7days	6	4/1/2016	$ 3,878	$ 5,429	$ 5,701	$ 5,986
						New SW Total	$ 11,381	$ 15,933	$ 16,730	$ 17,567
					New HP SW After Dis		$ 10,243	$ 14,340	$ 15,057	$ 15,811
						New HW/SW To	$ 16,384	$ 22,938	$ 24,084	$ 25,289
						TOTAL	$50,161	$58,406	$61,325	$64,391

** The products and costs identified from Period 3 through Period 5 have been provided as an estimate to allow the LACF an opportunity to budget funds.*
The total due shall be reduced or increased based upon the renewal quote provided by HP.

Northrop Grumman Systems Corporation
Mission Systems Sector
Missile Defense & Protective Systems Division
Land Forces & Protective Systems
7575 Colshire Drive
McLean, Virginia 22102

December 4, 2019

Mr. Tony Sereno **CR-90160**
Information Management Division
Los Angeles County Fire Department
5815 Rickenbacker Rd.
Commerce, CA 90040

Transmitted via email to**: **Tony.Sereno@fire.lacounty.gov

Re: Integrity Server and SAN Hardware Upgrade for CAD and IPFIRS

Dear Mr. Sereno:

Northrop Grumman Systems Corporation, doing business through Northrop Grumman Mission Systems Sector, is pleased to provide a firm-fixed price quotation in response to your request to upgrade the current Los Angeles County Fire Department CAD and IPFIRS systems to run on new HPE Integrity server hardware and SAN storage.

Overview

LA County Fire has requested a quote to upgrade the current CAD and IPFIRS system hardware and storage to new HPE Integrity hardware and SAN storage that is still in production and fully supported.

Upon the receipt of a properly executed Purchase Order or contract amendment and subsequently a mutually agreed to schedule, Northrop Grumman will order the new Integrity hardware and software as identified in the Bill of Materials (BOM) and perform the services as described in the following scope of work. This scope of work includes the Northrop Grumman software, licensing, technical services, and training to accomplish this Integrity upgrade. It does not include any third party hardware, software, services or licensing except for the third party products specifically listed in the BOM.

Scope of work

COBOL CAD System Upgrade:

Northrop Grumman will upgrade the server hardware and copy the current CAD software from the existing HP hardware platform to the HP Integrity rx2800i6 platform for the LA County Fire Department (LACF) with complete duplication in Northrop Grumman-supplied functionality.

The new computer hardware will consist of a 3-node Integrity ***OpenVMS*** cluster and a single-node, stand-alone Integrity to function as a disaster recovery (DR) server. The main Integrity

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Information Technology, Inc. This document may be used by the authorized recipient solely for internal purposes.

cluster will consist of 3 identically-configured, fully redundant, rx2800i6 Integrity servers with access to the clusters' RAID technology disks via an MSA 2052 SAN w/dual controllers and 24 600GB 15K HDD and an extra drive shelf. Each server includes a 2.5GHz 4-core processor, 48GB memory, 3 300GB internal drives to serve as the ***OpenVMS*** system disk (setup as RAID1 w/spare). The disk array consists of 24 physical 600GB disks, which may be mirrored and partitioned as virtual disks to meet the needs of LA County Fire. The cluster's disk array will hold the CAD source code, executables and data files, allowing the live, train and test CADs to run from any of 3 servers with no effect on performance or functionality. The cluster includes two external LTO-7, 15TB tape drives, HPE's 5-year 24x7 4-hour response time HW support and VSI's 5-year ***OpenVMS*** SW support.

The stand-alone DR server is a single rx2800i6 Integrity and will not be part of an ***OpenVMS*** cluster. The server features a local ***OpenVMS*** system disk with a hot spare, 48GB of memory, a 4-core Intel 2.5GHz processor and 8 300GB drives setup using RAID1 and RAID5 w/hot spare. The server includes HPE's 5-year 24x7 4-hour response time HW support and VSI's 5-year ***OpenVMS*** SW support.

The hardware is listed in Appendix A. All required ***OpenVMS*** licenses are purchased from VMS Software, Inc.

Northrop Grumman will copy all existing CAD software and the supporting ***OpenVMS*** configuration to the new cluster to operate just as it does currently. No new CAD or PCMSS functionality will be provided as part of the project.

This scope of work includes the migration of Northrop Grumman-written code only. LA County Fire will be responsible for porting any code not written by Northrop Grumman. Should LACF request assistance in porting any "non-Northrop Grumman" code, Northrop Grumman can provide it on a "time & materials" (hourly cost) basis.

The new, 3-node Integrity ***OpenVMS*** cluster will be slightly different than the current LA County Fire 2-node set-ups. It will feature:

- Primary CAD server: hosting live CAD (under normal conditions)
- Secondary CAD server: hosting "test" CAD, Train CAD, CAD Watchdog, test RMS & Oracle (under normal conditions)
- Primary RMS server: hosting the live payroll RMS & Oracle
- A single source code directory structure accessible from all servers in the cluster
- All executables and data files will reside on cluster-shared disks so "live", "test" and Train CADs, Watchdog and the payroll RMS can run on any of the 3 servers at any time
- All CAD data resides on RAID-enable (hardware mirrored) disks
- The DR application "CAD Junior" will run on the stand-alone DR server as it does currently
- A copy of the CAD project will reside on the DR server.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Project Implementation

Northrop Grumman will order and receive all hardware at its Oakland office. See the BOM in Appendix A for a complete list of hardware and software components. Once received, Northrop Grumman will complete an inventory of all items and verify the packing list matches the hardware purchase order. Any omissions or errors in the delivery will be corrected as soon as possible. Northrop Grumman will then setup and configure all servers and the storage array RAID sets, fiber channel switches, the 3-node Integrity server cluster and the stand-alone DR server.

Work on the CAD software install will begin only after any in-progress software updates or enhancements are completed and accepted. Soon after hardware configuration has begun, LA County Fire will be directed to implement a code freeze and submit a copy of all current CAD and source code to Northrop Grumman in Oakland. All code submitted must be in live operation for minimum of five (5) days. Northrop Grumman's technical staff will load and copy the provided CAD software on the Integrity cluster.

Upon completion of the initial software install and copy, Northrop Grumman staff will execute cursory CAD testing to verify basic functionality. Upon completion, all hardware will be shipped for installation at the LA County Fire facility. Northrop Grumman will pack and ship the hardware from the Oakland office. Northrop Grumman staff will be onsite at the LA County Fire facility to coordinate the delivery and complete the installation of the hardware.

After Northrop Grumman has made the delivery of the hardware and initial CAD software on the new LA County Fire cluster, the customer will be notified when functional testing of the software can be performed. Once functional testing is well under way, Northrop Grumman staff will be onsite to manage the testing of Northrop Grumman-written interfaces. See Appendix B for complete list of interfaces. Northrop Grumman will provide LA County Fire with a minimum notice of five (5) business days to allow them to coordinate the appropriate personnel for the functional and interface testing.

After functional testing of CAD is completed, Northrop Grumman will coordinate with LA County Fire staff to resolve problems associated with the upgrade which could prevent cut-over to the new system. Once these problems are resolved, Northrop Grumman will provide a cut-over schedule, outlining the plan to switch the live CAD from the existing hardware to the new Integrity cluster. LA County Fire and Northrop Grumman will select a mutually-agreed upon date for cut-over of "live" operations to the new hardware. Northrop Grumman technical staff will be onsite to oversee the cut-over process and work with LA County Fire staff to resolve problems arising after the move of live operations.

Northrop Grumman Services

Northrop Grumman will provide the following technical services to LA County Fire as part of the installation of the new HP Integrity rx2800i6 servers hosting the Northrop Grumman CAD:

- Accept delivery of all Integrity server hardware

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

- Installation, configuration and network integration of the new 3-node Integrity cluster, including:
  - Installing version 8.4-2L1 of the ***OpenVMS*** operating system
  - Copying existing user accounts
  - Copying existing batch and print queues
  - Initial onsite integration of the Integrity servers into the existing LA County Fire LAN/WAN
  - Setting values for key ***OpenVMS*** system parameters necessary for CAD
  - Installation of necessary ***OpenVMS*** licenses and layered products
- Configure the cluster's MSA-2052 disk array with customer-specific RAID sets
- Copy the current CAD project software as FCCS4 for execution on the cluster
- Set-up train ("FCCS4), test ("FCCS4X"), live, CAD environments on the new Integrity cluster
- Set-up the current geographic data files and conversions directories on the new cluster
- Set-up live and test CADs on the new Integrity DR server
- Initial system build (ASMALL) for CAD
- Perform cursory CAD testing
- Ship all hardware from Northrop Grumman's Oakland office to the LA County Fire facility
- Onsite assistance with hardware install at the LA County Fire facility
- Thorough testing of active Northrop Grumman-written interfaces on the new hardware onsite. See Appendix B for list of these interfaces; assistance from LA County Fire staff will be required. Note the current WWVB interface will not be implemented on the new system, but replaced by the NTP time service.
- Copying and testing of the HDMP and CADxH programs
- Code fixes for any bugs encountered during testing
- Onsite support from one hardware/OS engineer and one CAD programmer for 5 days for cut-over of "live" CAD operations to the new hardware
- A short system configuration document provided by Northrop Grumman technical staff describing the new hardware.
- One day of onsite, informal system management training class covering the basics of the new hardware configuration provided by a member of the Northrop Grumman install team (limited to 4 attendees)
- Porting of existing disk back-up routines for the new system
- Porting of existing data copy routines from primary CAD to DR CAD systems
- Remote post-install support for CAD by Northrop Grumman staff
- Re-setting of key ***OpenVMS*** system parameters (if necessary), approximately 30-40 days after cut-over, CAD downtime and server re-boots required

Notes:

No new CAD functionality is included in this scope of work.

Copying, compiling and testing any applications or software distinct from CAD and the PCMSS

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

application whether 3rd-party or "homegrown", will be the responsibility of LA County Fire.

Northrop Grumman requires a code freeze be in effect prior to the commencement of this project with a complete, error-free system build (ASMALL) performed five (5) business days prior to commencement of the project. All source code must be in operation in live CAD five (5) business days prior to the beginning of the project. While the project is underway, CAD changes will be permitted only with approval of the Northrop Grumman technical staff.

Qualified members of the LA County Fire staff will be needed to assist with thorough CAD functional and interface testing. Interface testing will require periods when interfaces (e.g. station alerting, E911, mobiles) are unavailable to live operations while testing is underway. Northrop Grumman will work with Los Angeles Fire to minimize the duration of the unavailability, but adequate time must be allocated for thorough testing.

Compiling and testing any stand-alone programs or command files written by LA County Fire will be the responsibility of LA County Fire.

The onsite training can accommodate up to four (4) members of the LA County Fire technical staff and will be informal & "hands-on" in nature. A working knowledge of the ***OpenVMS*** operating system and strong familiarity with the current CAD by the attendees is highly recommended.

Functional Testing

Upon delivery, Northrop Grumman will notify LA County Fire CAD is available for functional testing. LA County Fire personnel will perform the functional testing.

The objective of the CAD functional testing is to validate the system is migrated correctly and ready for live operation. The testing will demonstrate the system functions as it did in the previous hardware environment. LA County Fire is ultimately responsible for the overall functional testing of the system. LA County Fire will start the functional testing within five (5) business days after Northrop Grumman certifies CAD is ready for testing. LA County Fire will submit the test results to Northrop Grumman within fifteen (15) business days after the system is certified ready for testing.

The functional testing will verify the CAD commands and functionality of the new system based on the commands and functionality of the current CAD system. In the case of disputed functionality, an identical scenario will be executed on the existing system with the results obtained from the existing system used as the basis for determining proper functionality of the new system.

In order to perform interface testing on the new system, Northrop Grumman will need to switch interfaces (E911, station alerting, mobile terminals etc.) from live operations to the new Integrity system for short periods. This will make the interfaces unavailable to current CAD users. Interfaces will be tested one at a time and Northrop Grumman will work with LA County Fire to minimize the impact on live operations, however adequate time must be allocated.

Any Northrop Grumman interfaces (e.g. Reddinet) not currently in use by LA County Fire will not be tested. The current WWVB interface will not be implemented on the new system, but

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

replaced by the NTP service to synchronize the Integrity server clocks.

At the conclusion of testing, a list of commands/applications (if any) deviating functionally from the existing system will be produced by Los Angeles Fire. Each will be assessed as to severity (see "Problem Severity Definitions" following) and a clear statement of the nature of the problem will be developed. The Northrop Grumman project manager will provide your agency with a problem reporting form and will track all issues until resolved.

Northrop Grumman programming staff will correct the defects following a schedule agreed upon by Northrop Grumman and LA County Fire after the conclusion of the initial functional testing. All functions for which a fix has been made will then be re-tested on an item-by-item basis.

At the conclusion of all testing, Northrop Grumman and LA County Fire will determine whether the system is ready for live operations based upon the severity and number of problems reported. In general, Northrop Grumman will not deem a system to be production worthy if there are any **priority one** problems, or if there are a significant number of **priority two** problems. Any remaining problems will be prioritized and addressed by mutual agreement. Northrop Grumman will provide a punch list of these problems to LA County Fire with an anticipated resolution date. Northrop Grumman will provide timely notification to LA County Fire, as each punch list item is resolved. This process will require additional functional testing and acknowledgement/acceptance by LA County Fire.

Prior to cut-over of the live operations, LA County Fire will be required to certify the system has been thoroughly tested, and to provide conditional acceptance of the system for cut-over purposes.

Problem Severity Definitions:

Problems will be considered **Priority 1 - Serious** if they result in:

1. Complete system outage (including failure of backup system).
2. The loss of a major portion of call-taker or dispatcher operations.
3. The inability to dispatch to a geographic area.
4. Loss of location verification functions.
5. Loss of unit recommendation functions.
6. Loss of unit status change functions.
7. Loss of multiple remote data base links or interfaces.
8. Doubling of response times for a period of 15 minutes or more.

Problems will be classified as **Priority 2 - Major** if they result in:

1. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish a critical system function for which there is a work-around solution or the loss of an interface.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

2. A software defect or hardware failure that causes loss of major system functions such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is no workaround but which does not cause the loss of critical system functions.

Problems will be classified as **Priority 3 - Minor** if they result in:

1. A minor software defect or hardware failure in a critical function listed above.
2. A software defect or hardware failure in a major system function such as file maintenance, CAD and external queries, miscellaneous field functions, for which there is a work-around solution.
3. A software defect or hardware failure which may significantly affect the system or a component's ability to accomplish any support function/system function such as file backups, purging, statistical reports.
4. Any other software defect or hardware failure that causes operator inconvenience or annoyance, but which does not cause the loss of any critical or major system functions.

All other problems and requests for consultation will be classified as **Priority 4 - Informational Requests**.

Acceptance

The hardware will be deemed accepted when Northrop Grumman has installed and configured the Integrity servers, installed the layered software products and installed the VMS license packs and demonstrated the Integrity servers with ***OpenVMS*** are up and running and the installed memory and disk storage meet specifications. Upon acceptance of hardware the warranty period shall begin.

Conditional acceptance of the system shall occur upon the completion of functional testing, if no problems have been identified, or upon resolution of all punch list items. The system is deemed tested and accepted and ready for cut-over to live operations.

Final acceptance shall occur after a period of thirty (30) calendar days of live CAD operations without a priority-1 failure, or thirty (30) days after conditional acceptance should LA County Fire choose to delay cut-over.

The Disaster Recovery system will be considered fully accepted when Northrop Grumman can successfully demonstrate the live and test environments are setup and operational. Each environment will be started and basic CAD functions will be performed. These functions include:

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

- User sign-on
- Unit sign-on
- Address verification
- Incident entry
- Unit dispatch to test incident
- Unit status changes
- Clearing units
- Closing incident
- Incident history (limited to history of test incident only)
- Unit history (limited to history of unit on test incident only)

Warranty

The HPE 24x7 Service Package on the Integrity rx2800i6 servers and all attached components (including storage array, fiber channel switches, KVM, KVM switch and tape drives) begins upon the initial delivery of the hardware to the Northrop Grumman Oakland office and includes:

Hardware

- Onsite hardware maintenance, 24x7, 4-hour response, excluding locally-observed holidays, for five (5) years.
- Support for all internal HW options.
- Support for all HPE-supplied components.
- Next available engineer.

O/S Software

- Provided by VMS Software, Inc.
- Five (5) year, 24x7 phone support
- Next available software specialist.
- Media updates and right to new version for ***OpenVMS*** and embedded layered products.

Northrop Grumman Software Maintenance

This proposal is separate from any existing Northrop Grumman software maintenance agreement and shall, in no way act to suspend, extend or otherwise affect any existing Northrop Grumman application software maintenance.

Upon acceptance, Northrop Grumman will provide software maintenance for CAD and RMS under the agreement in place with Los Angeles County Fire at the time of contract signing.

IPFIRS System Upgrade:

LA County Fire currently has two Alpha servers running Oracle9/Trifox RMS systems which have staffing and time-keeping applications and hold historical training, fire incident and fire inspection data and programs.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

LA County Fire's CAD does not interface directly with their 3rd-party RMS. They transfer incident and unit data from their live Integrity CAD system to a 3rd-party records system. The Northrop Grumman RMS/IPFIRS system is used to transfer staffing flat files to a location allowing data to be imported into the 3rd-party RMS. The agency has no MIS.

LA County Fire Department desires to move the test, development and live RMS databases and software from the 2 Alphaservers to a new Integrity VMS cluster. The Oracle databases need to be upgraded to an Integrity-compatible version and the RMS/Trifox software would need to be upgraded for the Integrity. The Trifox RMS programs were already converted to version 4.0 during the last Alpha migration.

They would also like to have the secondary CAD server also serve as the live RMS secondary server.

The Integrity server will run *OpenVMS* V8.4. The Oracle version installed will be Oracle 11g.

Scope of work

Northrop Grumman will provide the following services to migrate the Records Management System application to the Integrity platform:

1. Create a test environment and a development environment with databases on the RMS Integrity computer
   - Install Oracle 11g
     - Create a test RMS and database and import the current test RMS database
     - Create a development RMS and database and import the current development RMS database
     - Install TRIFOX 4.0 for Integrity
     - Convert all TRIFOX programs currently running to Integrity version 4.0
     - Modify time-keeping and training-related C and Cobol programs as necessary to meet Integrity compile standards
     - Convert any project specific files in DBS/RMS single source v742/743
     - Perform DBS/RMS system build ("ASMALL")
2. Perform functional testing on test and development
3. Create and size live database
4. Export live RMS database on current live RMS and import into live RMS database on the RMS Integrity node
5. Cursory testing of live environment
6. Support full client testing
7. Provide on-site support at time of cut-over to new system
8. Provide the ability to run the live RMS including the database on the secondary CAD server
9. Provide documentation and informal onsite training on disk backups and database maintenance for up to 4 members of the LA County FD staff. Training session is scheduled for approx. 4 hours in duration.
10. Convert the time data entry and report programs to the latest Trifox GUI version allowing

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

users to access the live RMS/IPFIRS from PCs instead of accessing the live computer as they do now.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Acceptance Criteria
The system will be deemed acceptable when

- it can be shown the employee, timekeeping, training, fire incident and the fire training RMS programs, including GUI programs if that option is selected, perform on the new Integrity server as they do currently on the Alphas in the live, test and train environments
- the batch jobs that currently run on live, test and train perform on the Integrity as they do on the Alphas
- the live RMS/IPFIRS system can be run on the secondary Integrity server
- additional training on the Trifox RMS GUI, if that option is purchased, has been completed
- the payroll process has been successfully tested from start to finish including interfaces
- training of the LA County Fire staff to maintain the RMS has been completed

or

30 days after Northrop Grumman notifies LA County Fire in writing the system is ready for acceptance testing,

Whichever occurs first.

Notes
LA County FD should anticipate an extended period of RMS downtime for cut-over of live operations to the new hardware.

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Los Angeles County Fire Responsibilities

LA County Fire will be responsible for the following:

- Provide a dedicated project manager/single point-of-contact to work with and coordinate all upgrade activities with the Northrop Grumman project manager, including (but not limited to) requesting and coordinating assistance from any needed 3rd-party vendors and LA County Fire personnel.
- Provide adequate work environment for two (2) Northrop Grumman programmers including two (2) network-connected workstations with VT terminal emulator software (Attachmate Reflections or HP Powerterm preferred), one (1) Internet connection and access to a network printer.
    - The communications center dispatch room and the computer room are not acceptable locations for this workspace.
- At least one workstation must have loaded the Filezilla FTP client (OpenSource) - http://filezilla-project.org/ , current version of PCMSS Desktop and PCMSS Mobile and use of an external hard drive to allow transfer of source code files from Northrop Grumman laptops to LA County Fire-supplied PCs to Integrity cluster.
- Allow for after-hours (outside 8am-6pm) access to the work space.
- Allow physical access the new Integrity server cabinet.
- Provide one (1) NEMA L6-30R electrical outlet for the HPE UPS installed in the rack. The outlet must be located in close proximity of where the hardware is to be located. The outlet must be functional prior to delivery of the system.
- Insuring proper cabling and network switch ports exist to support network connectivity to the existing LA County Fire network.
- Provide thirteen (13) static IP addresses and fifteen (15) physical network (switch) ports for the 3-node Integrity cluster. Provide two (2) static IP address and three (3) physical network ports for the DR server. See Appendix C.
- Provide adequate room for Integrity hardware in computer room (24" W x 40" D x 79" H).
- Act as point-of-contact with any 3rd-party vendors during the testing and problem resolution phases of the project.
- Insure qualified LA County Fire dispatching personnel are available for the functional testing. Insure proper technical staff is available throughout the project to assist Northrop Grumman staff when needed.
- Perform thorough CAD functional testing.
- Perform interface testing for any CAD interface not originally written by Northrop Grumman.
- LA County Fire will be responsible for porting any code not written by Northrop Grumman.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Period of Performance

The Period of Performance (POP) will be for six (6) months after the receipt of a properly executed Purchase Order or contract amendment and a mutually agreed to schedule is established.

Price and Payment

Item #	Enhancement Description	Price
1	Primary Hardware	$200,539.00
2	Primary Software	$93,647.00
3	Disaster Recovery Hardware	$29,443.00
4	Disaster Recovery Software	$31,400.00
5	Base Services	$350,451.00
	Total –*Excluding applicable state taxes which will be added to invoices*)	**$705,480.00**

Invoicing

Invoicing will be accomplished on the following payment schedule:

- 50% due upon contract signing or issuance of the Work Order Authorization
- 35% due upon delivery of the new Server and SAN hardware
- 15% due upon Go-live and Acceptance of the new hardware

Applicable taxes (if any) will be added to each invoice.

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Terms and Conditions

This quote is subject to Northrop Grumman First Responder Solutions Standard Terms & Conditions, a copy of which is attached. A purchase order or contract amendment, which should include quote number **CR-90160**, should be sent to my attention send to my attention at john.kouri@ngc.com to procure the software and services contained in this quotation.

A timeline for delivery will be established upon receipt of a signed purchase order or contract amendment from LA County Fire Department.

This quotation is valid through May 31, 2020, unless extended in writing by Northrop Grumman.

Northrop Grumman sincerely appreciates the opportunity to respond to the needs of your agency. Please contact me at (703) 556-1351 or Scott Johnson at (510) 208-9125 if you need additional information.

Sincerely,

Sent Via E-Mail – John Kouri

John Kouri
Contracts Manager
(703) 556-1351

Attachments: Appendix A – Bill of Materials (BOM)
Appendix B – Interface List
Appendix C – IP Addressing
Northrop Grumman First Responder Solution Standard Terms & Conditions

cc: Robert Sawyer - Robert.Sawyer@fire.lacounty.gov
Maurice Elkins - Maurice.Elkins@fire.lacounty.gov
David Vuthichaipan - David.Vuthichaipan@fire.lacounty.gov
Hoda Phillips
Nate Daniels
Scott K. Johnson
T. Hough
Rushura Jones

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Appendix A – Bill of Materials (BOM)

Integrity rx2800i6 Cluster – HW Parts List

Qty	Product #	Product Description
1	P9K08A	HPE 42U 600x1075mm Adv G2 Kit Shck Rack
1	P9K08A#001	HPE Factory Express Base Racking Service
1	HA864A1	HPE Rack Product Placement Service
3	AT101A	HPE rx2800 Rack-Optimized Server
3	AT101A#0D1	Factory integrated
3	AT138B	HPE rx2800 i6 Itanium 9750 4c Proc Kit
3	AT138B#0D1	Factory integrated
3	AT103A	HPE rx2800 6-slot Mem Expansion Board
3	AT103A#0D1	Factory integrated
9	AT109B	HPE rx2800 16GB (2x8GB) Memory Kit
9	AT109B#0D1	Factory integrated
3	AM242A	HPE rx2800 Slimline DVD-ROM Opt Drive
3	AM242A#0D1	Factory integrated
3	AM311A	HPE Integrity PCIe 2p P411 SAS Cntrl
3	AM311A#0D1	Factory integrated
6	B9F23A	HPE Integrity SN1000Q 1p 16Gb FC HBA
6	B9F23A#0D1	Factory integrated
6	AM228A	HPE rx2800 PCIe 3-slot Riser Board
6	AM228A#0D1	Factory integrated
3	AT133A	HPE rx2800 Redundant Power Supply
3	AT133A#0D1	Factory integrated
3	AM227A	HPE rx2800 Racking Kit
3	AM227A#0D1	Factory integrated
3	AM252A	HPE rx2800 512MB FBWC Kit
3	AM252A#0D1	Factory integrated
9	B9F30B	HPE 300GB SAS 12G 15K SFF ST DS HDD
9	B9F30B#0D1	Factory integrated
1	BC029A	HPE 1U Generic Rack Mount Kit
1	BC029A#0D1	Factory integrated

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Qty	Product #	Product Description
1	J9776A	Aruba 2530 24G Switch
1	J9776A#0D1	Factory integrated
1	J9776A#ABA	U.S. - English localization
1	JL448A	Aruba X2C2 RJ45 to DB9 Console Cable
1	JL448A#B01	Include with complete system
1	J9583A	HPE X410 1U Univ 4-post RM Kit
1	J9583A#0D1	Factory integrated
2	Q1H70B	HPE SN3600B 32Gb 24/8 FC Switch
2	Q1H70B#0D1	Factory integrated
16	QK724A	HPE B-series 16Gb SFP+SW XCVR
16	QK724A#0D1	Factory integrated
1	Q1J03A	HPE MSA 2052 SAN DC SFF Storage
1	Q1J03A#0D1	Factory integrated
11	J9F42A	HPE MSA 600GB 12G SAS 15K 2.5in ENT HDD
11	J9F42A#0D1	Factory integrated
1	Q1J07A	HPE MSA 2050 SFF Disk Enclosure
1	Q1J07A#0D1	Factory integrated
11	J9F42A	HPE MSA 600GB 12G SAS 15K 2.5in ENT HDD
11	J9F42A#0D1	Factory integrated
1	C8R24B	HPE MSA 16Gb SW FC SFP 4pk XCVR
1	C8R24B#0D1	Factory integrated
1	AB469A	HPE rx26/2800 Rack Support Shelf Kit
1	AB469A#0D1	Factory integrated
1	H6J85A	HPE Rack Hardware Kit
1	H6J85A#0D1	Factory integrated
2	P9S12A	HPE G2 Swtd 3.6kVA/IEC C20 Vt WW PDU
2	P9S12A#0D1	Factory integrated
2	Q0Q04A	HPE C13/C14 WW 10A 2m Blk 6pc Lckng PC
2	Q0Q04A#0D1	Factory integrated

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Qty	Product #	Product Description
1	120672-B21	HPE Rack Ballast Kit
1	120672-B21#0D1	Factory integrated
4	AF628A	HPE KVM USB Adapter
4	AF628A#0D1	Factory integrated
1	AF630A	HPE LCD 8500 1U Console US Kit
1	AF630A#0D1	Factory integrated
1	AF651A	HPE 0x1x8 G3 KVM Console Switch
1	AF651A#0D1	Factory integrated
1	BW932A	HPE 600mm Rack Stabilizer Kit
1	BW932A#B01	Include with complete system
1	Q7G10A	HPE G2 R5000 3U L630/208V 5out NA/JP UPS
1	Q7G10A#0D1	Factory integrated
1	Q9Z44A	HPE 3U 6U G2 Rckmnt UPS ERM Shipping Kit
1	Q9Z44A#0D1	Factory integrated
2	BB873A	HPE LTO-7 Ultrium 15000 Int Tape Drive
2	876804-B21	HPE 1U RM 4m Mini SAS LTO Cable Kit
1	C7977AN	HPE LTO-7 Ultrium Non Custom Lbl 20 Pk
4	QK732A	HPE Premier Flex LC/LC OM4 2f 1m Cbl
6	QK733A	HPE Premier Flex LC/LC OM4 2f 2m Cbl
6	QK734A	HPE Premier Flex LC/LC OM4 2f 5m Cbl
1	H7J34A5	HPE 5Y Foundation Care 24x7 Service
3	H7J34A5#XX8	HPE rx2800 i6 Processor Kit Support
1	H7J34A5#8S2	HPE 1u Tape Array Support
3	H7J34A5#RAM	HPE rx2800 i4 server chassis Support
1	H7J34A5#RC1	HPE MSA 2052 Storage Support
1	H7J34A5#RC2	HPE MSA 2050 Disk Enclosure Support
1	H7J34A5#XNS	HPE Aruba 2530 24G Switch Supp
2	H7J34A5#ZHF	HPE SN3600B 32Gb FC Switch Support

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Integrity rx2800i6 Cluster – SW Parts List

CAD & IPFIRS cluster		
SW licenses		
3	SL-VIB24E-H4W	PSL VMS I64 v8.4-2L1 BOE 2Skt/4C E-LTU
3	SL-LIVC4E-84V	VSI Clusters PSL 4 Core 4 E-LTU
3	SL-LICC0E-73V	VSI C - VMS I64 Concurrent E-LTU
3	SL-LICO0E-30V	VSI COBOL - VMS I64 Concurrent E-LTU
Support services		
3	SW-VIB24G-B50	VSI VMS I64 BOE PSL 2Skt/4C 5 Year Silver 24x7 Support
3	SW-LIVC4G-B50	5y Silver 24x7 Support - VSI Clusters - 4 Core Servers
3	SW-LICC0G-B50	5y Silver 24x7 Support - VSI C
3	SW-LICO0G-B50	5y Silver 24x7 Support - VSI COBOL
Media		
1	SK-VIHKIT-H4W	VSI V8.4-2L1 DVD Media & Base Docs on DVD

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Integrity rx2800i6 DR Server – HW Parts List

Qty	Product #	Product Description
1	AT101A	HPE rx2800 Rack-Optimized Server
1	AT138B	HPE rx2800 i6 Itanium 9750 4c Proc Kit
1	AT138B#0D1	Factory integrated
1	AT103A	HPE rx2800 6-slot Mem Expansion Board
1	AT103A#0D1	Factory integrated
3	AT109B	HPE rx2800 16GB (2x8GB) Memory Kit
3	AT109B#0D1	Factory integrated
1	AM242A	HPE rx2800 Slimline DVD-ROM Opt Drive
1	AM242A#0D1	Factory integrated
1	AM228A	HPE rx2800 PCIe 3-slot Riser Board
1	AM228A#0D1	Factory integrated
1	AT133A	HPE rx2800 Redundant Power Supply
1	AT133A#0D1	Factory integrated
1	AM227A	HPE rx2800 Racking Kit
1	AM227A#B01	Include with complete system
8	B9F30B	HPE 300GB SAS 12G 15K SFF ST DS HDD
8	B9F30B#0D1	Factory integrated
1	AB552A	HPE USB OpenVMS Keyboard and Mouse Kit
1	AB552A#ABA	U.S. - English localization
1	AM251A	HPE rx2800 Pedestal Foot Kit
1	H7J34A5	HPE 5Y Foundation Care 24x7 Service
1	H7J34A5#XX8	HPE rx2800 i6 Processor Kit Support
1	H7J34A5#RAM	HPE rx2800 i4 server chassis Support

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Integrity rx2800i6 DR Server – SW Parts List

CAD Disaster Recovery System		
SW licenses		
1	SL-VIB24E-H4W	PSL VMS I64 v8.4-2L1 BOE 2Skt/4C E-LTU
1	SL-LIVC4E-84V	VSI Clusters PSL 4 Core 4 E-LTU
1	SL-LICC0E-73V	VSI C - VMS I64 Concurrent E-LTU
1	SL-LICO0E-30V	VSI COBOL - VMS I64 Concurrent E-LTU
Support services		
1	SW-VIB24G-B50	VSI VMS I64 BOE PSL 2Skt/4C 5 Year Silver 24x7 Support
1	SW-LIVC4G-B50	5y Silver 24x7 Support - VSI Clusters - 4 Core Servers
1	SW-LICC0G-B50	5y Silver 24x7 Support - VSI C
1	SW-LICO0G-B50	5y Silver 24x7 Support - VSI COBOL

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Appendix B – Interface List

CAD Interface List

TIOP	Description	Notes/Line Name(s)
ALI	E911 phone interface	ALI1
BRD	Broadcast terminal (console) interface	CNSL
MDI	Mobile controller interface	BMT3, HPK3, etc.
MSSTCP	PCMSS workstations	TRO1, TRO2, etc.
ZET	Zetron, serial	ZET1
MUMTCP	Live MUM	MUM1
n/a	CAD-RMS transfer	File & batch job processing
TLOG, MTLOG, DBLOG, MMLOG, CULOG	Logging lines & files (TLOG.DAT, CULOG.DAT, etc.)	TLOG, MTLOG, DLOG, MLOG, CLOG
DEC	Single-line (VMS) terminal interface	MDTP
DOGNET	Watchdog	DOGL
FULL	Block mode (VMS) terminal interface	PRC1, PRC2, etc.
QUE	Printer queue	IPNPTR
SMD	System management dashboard	**To be developed**

Notes:
The WWVB (Netclock) interface will not be implemented and replaced by the NTP service for time synchronization.

The Reddinet interface is not currently functioning.

**** NOTICE OF PROPRIETARY INFORMATION ****
This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

Appendix C – IP Addressing

IP Addressing - Cluster

1) Server #1 LAN (2 physical ports)
2) Server #1 iLO Mgmt
3) Server #2 LAN (2 physical ports)
4) Server #2 iLO Mgmt
5) Server #3 LAN (2 physical ports)
6) Server #3 iLO Mgmt
7) MSA Controller A Mgmt
8) MSA Controller B Mgmt
9) FC SAN Switch A Mgmt
10) FC SAN Switch B Mgmt
11) Cluster Network Switch Mgmt
12) UPS Mgmt
13) Floating IP, management dashboard (0 physical ports)

IP Addressing – DR server

1) Server LAN (2 physical ports)
2) Server iLO Mgmt

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Northrop Grumman Systems Corporation. Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Northrop Grumman Systems Corporation. This document may be used by the authorized recipient solely for internal purposes.

DRAFT

William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

BOARD AGENDA DATE:

02/18/2020

SUBJECT:

Board Authorization to issue a sole source purchase order to Northrop Grumman Systems for acquisition of hardware and implementation services for Computer Aided Dispatch System

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description: The Consolidated Fire Protection District of Los Angeles County ("District") is using Computer Aided Dispatch ("CAD") for Fire Command and Control System. Northrop Grumman ("NG") has successfully maintained and supported the District's CAD system since it's initial implementation in 1991. The CAD software used by the District's is the current version of NG CAD whereas the CAD hardware is obsolete and requires upgrade. This purchase order is requested to upgrade all environments of CAD hardware. There will be no impact to the CAD software, as it will be fully compatible with the upgraded hardware. The hardware being purchased is the platform recommended by the hardware vendor, HPE, as optimal for supporting the current CAD environments. As the scope requires hardware acquisition, installation, configuration and testing of the CAD environment, it is determined that NG is best qualified to complete the project considering their deep knowledge of the current environment.

The current maintenance contract with NG is recently extended for maximum of five years, effective 01/01/2020 as approved through the Board Letter dated 12/03/2019.

Contract Amount: The estimated costs for the proposed Sole Source acquisitions is $705,480 plus applicable taxes. The services component of this Purchase Order (PO) is more than 30% of the overall PO cost.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Hardware/Software..... $355,029

Services $350,451

Ongoing annual costs:

Maintenance & support ..... **$0(Separate maintainenace contract)**

Total one-time costs:..... $705,480 plus applicable taxes

Total ongoing annual costs:..... $0 in this contract.

($3,611,725 for five years was approved through Board Letter dated 12/03/2019)

RECOMMENDATIONS:

1. District Reponsibilities: The NG SOW states the District responsibilities which are critical for the success of the project. The District must plan to perform identified responsibilities to avoid any project delays and cost. The few key responsibilities include:
    - Provide a dedicated project manager/single point-of-contact to work with and coordinate all upgrade activities with the Northrop Grumman project manager, including (but not limited to) requesting and coordinating assistance from any needed 3rd party vendors and LA County Fire personnel.
    - Insure qualified LA County Fire dispatching personnel are available for the functional testing. Insure proper technical staff is available throughout the project to assist Northrop Grumman staff when needed.
    - Perform thorough CAD functional testing.
    - Perform interface testing for any CAD interface not originally written by Northrop Grumman.
    - LA County Fire will be responsible for porting any code not written by Northrop Grumman.
2. Project Governance: The strong project governance and the project steering committee is required and involves key representatives from all identified areas. This is a critical system for the District, requiring strong project governance to ensure adherence to scope, schedule and budget.
3. Comprehensive Project Plan: As it is a complex integrated system, there are components integrated with the CAD System. The District will be responsible for copying, compiling and testing any 3rd party or homegrown applications which are part of this ecosystem. The Project Plan must factor in all efforts from all internal and external stakeholders.
4. Impact on Integrated Systems & Interfaces: While this upgrade may not impact the CAD software, but there would be a potential impact on the interfaces and other integrated systems. Generally, these interfaces are not well documented and a new hardware platform can at times cause the interfaces to rearchitected or require changes. The Department may perform due diligence as part of the requirement & design phases to avoid any challenges at the later stage.
5. Integrated Testing Plan: CAD is one component of the overall system, so there would be a need for comprehensive project plan, testing strategy, test plan and robust integration testing. As mentioned in NG SOW, the District will be responsible for the functional testing as well as interface testing, the testing resources and effort need to be planned outside the scope of this SOW. Also, the cutover plan must have a parallel run for both old and new systems approach to avoid any failure risks and have a clear rollback plan.
6. Review and amend Maintenance Contract: The current maintenance contract with NG is recently signed for maximum of five years, effective Jan 01, 2020. As the current CAD hardware is old, the maintenance contract cost has increased in comparison to the previous contract. Once the CAD hardware upgrade is completed, the District may amend the maintenance contract with NG and potentially explore savings due to new hardware.

PREPARED BY:

Jagjit Dhaliwal

_____ _____

(NAME) DEPUTY CHIEF INFORMATION OFFICER DATE

APPROVED:

_____ _____

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER DATE

SOLE SOURCE CHECKLIST

Department Name: Fire

☑ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

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

_____ _____

Chief Executive Office Date

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/4/2020	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: $ 184,000 (ALL FUNDS) $ 44,000 NCC	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT CLASSIFICATION AND COMPENSATION RECOMMENDATIONS	
BACKGROUND (include internal/external issues that may exist)	• Adding four (4) new classifications for the Departments of Animal Care and Control, Mental Health, and Public Health • Adding one (1) new unclassified classification in the Department of the Board of Supervisors • Deleting two (2) non-represented classifications in the Department of Health Services • Deleting one (1) represented classification in the Fire Department • Title changing one (1) non-represented classification in the Child Support Services Department • Title changing four (4) represented classifications in the Child Support Services Department • Reclassifying 15 positions in the Departments of Agricultural Commissioner/Weights and Measures, Auditor-Controller, Board of Supervisors, Children and Family Services, Health Services, Internal Services, Mental Health, Regional Planning, and Sheriff	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Irish Wong, Principal Analyst, (213) 893-7818, iwong@ceo.lacounty.gov • Derek Mann, Senior Analyst, (213) 974-1254, dmann@ceo.lacounty.gov • Roderick Tirona, Senior Analyst, (213) 974-2521, rtirona@ceo.lacounty.gov • Jon Lenvik, Senior Analyst, (213) 974-2539, jlenvik@ceo.lacounty.gov • Shelby Washington, Principal Analyst (213) 974-2480, swashington@ceo.lacounty.gov	

CEO February 4, 2020 General Reclass
Board Letter Summary

CEO Contact Information:
Irish Wong, Principal Analyst (213) 893-7818, iwong@ceo.lacounty.gov
Derek Mann, Senior Analyst, (213) 974-1254, dmann@ceo.lacounty.gov
Roderick Tirona, Senior Analyst, (213) 974-2521, rtirona@ceo.lacounty.gov
Jon Lenvik, Senior Analyst, (213) 974-2539, jlenvik@ceo.lacounty.gov
Shelby Washington, Principal Analyst (213) 974-2480, swashington@ceo.lacounty.gov

This Board Letter includes:

1. Four (4) new classifications for the following departments:
    a. Supervising Community Health Worker (8106) – Departments of Health Services, Mental Health, Public Health
    b. Veterinarian (Non-Megaflex) (5729) – Departments of Animal Care and Control, Public Health; as a result of the Union of American Physicians and Dentists accreting the subject classification
    c. Youth Educator (4857) – Department of Public Health
    d. Youth Educator Supervisor (4859) – Department of Public Health

2. One (1) new unclassified classification in the Department of the Board of Supervisors:
    a. Executive Director, Probation Oversight Commission (UC) (1039) – result of a January 26, 2016 Board Motion

3. Delete two (2) non-represented classifications in the Department of Health Services:
    a. Administrator, Office of Ambulatory Care (4588)
    b. Volunteer Programs Director, Medical Center (2687)

4. Delete one (1) represented classification in the Fire Department:
    a. Senior Rescue Boat Captain (2927) – Letter to union was dated February 4, 2019; on August 26, 2019 ERCOM Agenda

5. Title change one (1) non-represented classification in the Child Support Services Department at the request of the department head Steven Golightly:
    a. Head Child Support Officer (1618) to Head Child Support Specialist

6. Title change four (4) represented classifications in the Child Support Services Department at the request of the department head Steven Golightly:
    a. Child Support Officer I (1613) to Child Support Specialist I
    b. Child Support Officer II (1614) to Child Support Specialist II
    c. Child Support Officer III (1615) to Child Support Specialist III
    d. Supervising Child Support Officer (1616) to Supervising Child Support Specialist

7. Reclassifying 15 positions in the Departments of Agricultural Commissioner/Weights and Measures, Auditor-Controller, Board of Supervisors, Children and Family Services, Health Services, Internal Services, Mental Health, Regional Planning, and Sheriff

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 4, 2020

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:

COUNTYWIDE CLASSIFICATION ACTIONS
(ALL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding four (4) new classifications; by adding one (1) new unclassified classification; by deleting two (2) non-represented classifications and one (1) represented classification; by changing the title of one (1) non-represented classification and three (3) represented classifications; and by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add four (4) new classifications for the Departments of Animal Care and Control, Mental Health, and Public Health; to add one (1) unclassified classification in the Department of the Board of Supervisors; to delete two (2) non-represented classifications in the Department of Health Services (DHS); to change the title of one (1) non-represented classification in the Child Support Services Department (CSSD), and to reclassify 15 positions in the Departments of Agricultural Commissioner/Weights and Measures, Auditor-Controller, Board of Supervisors, Children and Family Services, Health Services, Internal Services, Mental Health, Regional Planning, and Sheriff.

2. Approve in the Classification Plan the deletion of one (1) represented classification in the Fire Department and the title change of four (4) represented classifications in CSSD. These actions have been approved by the Employee Relations Commission (ERCOM).

DRAFT

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to facilitate consideration of classification and compensation recommended actions in a timely manner. Approval of these recommendations will provide the ordinance authority for County departments to implement the classification and compensation recommendations in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system. Positions reclassified upward are consistent with the class concepts of the proposed classifications.

These actions are recommended based upon generally accepted principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs, and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates good business operations, and can reduce the number of costly personnel-related problems.

New Classifications

We are recommending the Supervising Community Health Worker (Item No. 8106) classification be established to supervise, coach, mentor, and coordinate the work of Community Health Worker staff engaged in providing direct health, mental health, public health, rehabilitative, and/or social/supportive services to patients, clients, and their families in the Los Angeles County (Attachment A). Through a collaborative working relationship with the Departments of Health Services, Mental Health, and Public Health, a critical need for a supervisory item within the Community Health Worker series was identified to provide supervisory services to support the delivery of effective and efficient health, mental health, and public health services in Los Angeles County. The creation of the Supervising Community Health Worker classification will help the County decrease its reliance on supervisory clinical staff to oversee Community Health Worker staff and increase growth and career opportunities for individuals engaged in community health work.

We are recommending establishment of a new Veterinarian (Non-Megaflex) classification (Item No. 5729) as a result of the County's Employee Relations Commission certifying the accretion of the subject new classification into the Union of American Physicians and Dentists (UAPD), Bargaining Unit 324, on July 20, 2018. The Memorandum of Understanding entered between the County of Los Angeles and UAPD on July 30, 2019 resulted in the change of Veterinarian benefits from the Flexible Benefit Plan (FBP) and/or Megaflex Plan (Pensionable and Non-Pensionable) to the Choices Plan. Veterinarians hired after March 1, 2019 shall receive benefits negotiated by the Coalition of County Unions applicable to UAPD.

DRAFT

We are recommending the Youth Educator (Item No. 4857) and Youth Educator Supervisor (Item No. 4859) classifications be established for the Department of Public Health. These classifications will be utilized to staff the student wellbeing centers located on high school campuses throughout Los Angeles County, providing student access to support for social/emotional wellbeing, health affirming actions, support to referrals for substance use disorder intervention or treatment, and sexual health services. The Youth Educator Supervisor classification will be responsible for overseeing the day-to-day operations of assigned student wellbeing centers and the Youth Educator classification will operationalize the center's core responsibilities.

New Unclassified Classification

We are recommending the Executive Director, Probation Oversight Commission (UC) (Item No. 1039) classification be established to provide administrative and technical support, and oversight in carrying out the Commission's functions of providing on-going analysis and oversight of Los Angeles County Probation Department's policies, practices, and procedures (Attachment A). This classification will be responsible for creating and implementing policies, and will serve as the liaison between the Board, the Probation Department, the Office of Inspector General, and the external stakeholder community. This one position classification will be assigned to the Executive Office, Board of Supervisors and will be under the direction of the Probation Oversight Commission and the Board.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of two (2) non-represented classifications and one (1) represented classification from the Classification Plan (Attachment A). The represented classification has been approved for deletion by ERCOM and the affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Changes

We are recommending title changes to the Child Support Officer Series, which includes four (4) represented classifications and one (1) non-represented classification, to better align the series with the Department's strategic plan and initiatives (Attachment A). The changes will help to promote the Department's goal of being viewed as a human services agency.

Reclassifications

There are 15 positions in nine (9) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be more appropriately classified in the recommended classes.

DRAFT

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total $184,000 (all funds). Net County cost is estimated to be $44,000. Cost increases associated with compensation changes and upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

DRAFT

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:MM:MTK
PAC:IW:KP:mmg

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - GENERAL RECLASS 2-4-20\2-4-20 BOARD LETTER - GENERAL RECLASS (6).Docx

DRAFT

ATTACHMENT A

CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizons/ Options	8106	Supervising Community Health Worker	NR	77F
Horizons/ Choices	5729	Veterinarian (Non-Megaflex)	N2MX	112L
Horizons/ Options	4857	Youth Educator	NM	86H
Horizons/ Options	4859	Youth Educator Supervisor	NM	88H

UNCLASSIFIED CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Savings/ Megaflex	1039	Executive Director, Probation Oversight Commission (UC)	N23	R14

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
4588	Administrator, Office of Ambulatory Care
2687	Volunteer Programs Director, Medical Center

DRAFT

REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
2927	Senior Rescue Boat Captain

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
1618	Head Child Support Officer	Head Child Support Specialist

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
1613	Child Support Officer I	Child Support Specialist I
1614	Child Support Officer II	Child Support Specialist II
1615	Child Support Officer III	Child Support Specialist III
1616	Supervising Child Support Officer	Supervising Child Support Specialist

DRAFT

AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Information Technology Supervisor Item No. 2598A NM 112F Non-Represented	1	Information Technology Manager I Item No. 2565A N23 S11 Non-Represented

The subject position reports to the Administrative Deputy and leads the Management and Technical Services Section in the administration, planning, implementation, and maintenance of departmentwide information technology (IT) and mail distribution services. Specifically, the position oversees and manages the assignments of subordinate supervisory staff across five functional units: Application Development, GIS/Mapping, Help Desk/Technical Support, Mailroom, and Network; ensures training and development and performance management of all operational and technical support staff; plans, coordinates, and implements long-term IT projects and special assignments such as installation, migration, and upgrade of software, hardware, and peripheral equipment; manages and participates in the assessment and analysis of IT business requirements, development and maintenance of applications; drafts, reviews, and approves Requests for Proposals and Requests for Information; evaluates vendor submissions and recommendations; and recommends approval of services in consultation with department management.

The duties and responsibilities of the position meet the classification standards for Information Technology Manager I, a classification that plans, organizes, and directs the activities of a major, centralized information systems section or small division providing services to support achievement of department and County mission and objectives; and which may function as departmental Chief Information Officer in a small County department. Therefore, we recommend upward reclassification to Information Technology Manager I.

DRAFT

AUDITOR-CONTROLLER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Program Specialist III, Auditor-Controller Item No. 0714A N38M 109A Non-Represented	1	Program Specialist IV, Auditor-Controller Item No. 0716A N39M 111H Non-Represented

The subject Program Specialist III, Auditor-Controller position reports directly to a Chief Accountant, and is located within the Property Tax Apportionment Division, Community Redevelopment Administration Section. The subject position reviews and analyzes the most complex pass-through agreements between the County and former redevelopment agencies; reviews and analyzes the more complex property tax redevelopment litigations; assists the Division Chief and participates in the State Association of County Auditors Legislative Committee; and serves as an advisor to the five Consolidated Oversight Boards.

The duties and responsibilities of the subject position meet the classification criteria for the Program Specialist IV, Auditor-Controller, a classification that typically analyzes and makes recommendations for the solution of highly-complex financial accounting problems in connection with countywide financial systems. In addition, the Program Specialist IV, Auditor-Controller classification evaluates the feasibility and legal requirements of proposed contractual agreements and drafts contractual language. Lastly, the Program Specialist IV, Auditor-Controller analyzes and makes recommendations to implement changes mandated by new or revised legislation. Therefore, we recommend upward reclassification to Program Specialist IV, Auditor-Controller.

DRAFT

BOARD OF SUPERVISORS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Intermediate Board Specialist Item No. 1099A N36M 84B Non-Represented	1	Senior Board Specialist Item No. 1100A N36M 88B Non-Represented

The subject position reports to the Executive Assistant, Economy and Efficiency Commission. The subject position is responsible for conducting research and data collection for the Commission; overseeing and maintaining confidential Commission files; coordinating and monitoring Commission meetings and recording meeting information; participating and making recommendations regarding Commission projects and objectives; and serving as liaison with Commissioners, Board Offices, and County departments.

Based on the duties and scope of responsibilities of the subject position, the work performed is more consistent with the classification of Senior Board Specialist. Positions allocable to this class require a higher-level of independence and assignments are wider in scope and complexity. Due to the subject position's responsibility for independently providing highly responsible administrative support services to the Commission, we recommend upward reclassification to Senior Board Specialist.

DRAFT

CHILDREN AND FAMILY SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Safety Officer I Item No. 3037N NM 98D Non-Represented	1	Safety Officer II Item No. 3039N NM 99E Non-Represented

The subject Safety Officer I position reports directly to an Administrative Services Manager II, and is located within the Bureau of Finance and Administration, Human Resources Division, Office of Health and Safety Management. The subject position researches, develops, and conducts safety programs which focus on the risk factors of approximately 4,000 Children's Social Workers that work in the field and are exposed to various safety issues or threats when performing typical duties and responsibilities. In addition, the subject position participates in the development of departmental security policies, procedures, and safety programs by reviewing and interpreting requirements and working with stakeholders to ensure implementation and compliance with applicable local, State, and federal regulations.

The duties and responsibilities of the subject position meet the classification criteria for the Safety Officer II, a classification that typically has the responsibility for the development and administration of a comprehensive safety and accident prevention program for medium to large departments with significant risk exposure. Also, the Safety Officer II classification typically assists with development of security policies and procedures. Therefore, we recommend upward reclassification to Safety Officer II.

DRAFT

HEALTH SERVICES – HARBOR CARE SOUTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Nursing Director, Administration Item No. 5296A N23 S14 Non-Represented	1	Clinical Nursing Director II Item No. 5299A N23 S15 Non-Represented

The subject position has a matrix reporting structure to Harbor-UCLA Medical Center's (HUMC) Chief Nursing Officer II and a Senior Physician. The subject position serves as clinical nursing director of Outpatient Services at HUMC with responsibility for 156 subordinate full-time nursing positions and six (6) nurse management and supervisory positions. The subject position oversees nursing operations through subordinate nursing staff; plans the nature, content, and extent of nursing operations for the achievement of short and long-term objectives; develops and revises policies and procedures; interprets and communicates nursing and organizational philosophy and objectives; participates in strategic planning for HUMC's nursing operations and ambulatory nursing services; and collaborates with other clinical departments to resolve problems and/or improve overall operations and clinical care.

The duties and responsibilities of the subject position are more comparable to the scope and level of the Clinical Nursing Director (CND) II classification, as the position administers multiple major programs or organizational areas with full responsibility for planning, organizing, staffing, budgeting, directing, and controlling nursing services. A CND II functions as a clinical nursing director by directing and planning the nursing services of a very large area of a County hospital with responsibility for 126 to 450 full-time equivalent subordinate positions. Therefore, we recommend upward reclassification to Clinical Nursing Director II.

DRAFT

HEALTH SERVICES – LAC+USC MEDICAL CENTER

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Electroencephalograph Technician I Item No. 5560A NM 84G Represented	1	Electroencephalograph Technician II Item No. 5561A NM 87H Represented
2	Physician Specialist (Non-Megaflex) - Pediatrics Item No. 5476A-75 N43 D06 Represented	2	Physician Specialist (Non-Megaflex) - Internal Medicine - General Item No. 5476A-92 N43 D11 Represented

The subject Electroencephalograph (EEG) Technician I position reports to an Electroencephalograph Technician Supervisor and performs specialized EEG procedures. In addition, the subject position performs status epilepticus monitoring of patients and performs electro-cerebral silence monitoring of brain activity. The subject position assists physicians in the operating room with complex neurophysiology special procedures and acts as resource person to orient new hires and EEG technician students. Based on the roles and responsibilities of the subject position and the difficulty and complexity of specialized EEG procedures performed, the duties and responsibilities of the subject position meet the allocation standards for Electroencephalograph Technician II, a classification that performs electroencephalographic special procedures such as evoked potential recording, combined EEG-video recording, electrocorticography, status epilepticus monitoring, and electrocerebral silence monitoring. Positions in this class also provide technical guidance and on-the-job instruction to technicians performing standard electroencephalographic examinations. As such, we recommend upward reclassification to Electroencephalograph Technician II.

The two (2) subject Physician Specialist, Non-Megaflex (NMF) positions will report to a Chief Physician II and will be assigned the new Adolescent Care and Transition (ACT) Clinic to transition adolescents from pediatric to adult care. DHS is requesting to change the medical specialty of the subject positions from Pediatrics to Internal Medicine-General. The subject positions will offer primary medical care and will work closely with various institutions and providers to ensure transition of care with minimal interruption in healthcare access for adolescents aging out of foster care, discharged from probation, or with chronic and other conditions/situations. In addition, the subject positions will provide primary care, establish long-term continuous care, coordinate plans of care with multidisciplinary teams, communicate with foster homes, juvenile hall, or social workers to advocate for patient needs, conduct phone visits with patients to follow up on plans of care or discuss results, and empower patients approaching adulthood with the knowledge on how to manage their medical conditions and with the skills to advocate for themselves.

DRAFT

HEALTH SERVICES – LAC+USC MEDICAL CENTER

Given the demographic population served and the purpose of the ACT Clinic, an Internal Medicine-General physician would provide needed medical services to transition patients into adult primary care and to ensure disease prevention and the effective treatment of medical problems on a long-term basis. The duties and responsibilities meet the allocation standards for Physician Specialist, NMF (Internal Medicine-General), a classification responsible for rendering specialized professional medical services in a specific field. Therefore, we recommend upward reclassification of two (2) Physician Specialist, NMF (Pediatrics) to Physician Specialist, NMF (Internal Medicine-General).

INTERNAL SERVICES DEPARTMENT

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Information Systems Support Analyst Item No. 2536A NM 105C Non-Represented	1	Senior Operating Systems Analyst Item No. 2551A NM 108A Represented

The subject position is located in the Capacity Management and Billing Section of the Technology Division and is responsible for implementing and troubleshooting new software and providing countywide operating system support. Duties include supporting and maintaining complex operating systems, performing more difficult assignments related to maintaining software and hardware related operating systems, and providing expertise and technical support of operating systems. In addition, the subject position works only under general supervision and receives few instructions while typically working independently with customers and vendors. Based on the duties and responsibilities of the subject position, the work performed is more consistent with the classification of Senior Operating Systems Analyst. Positions allocable to this class support complex operating systems and associated software and hardware on midrange servers or mainframes hosting critical applications. Incumbents in this classification perform more difficult assignments configuring, analyzing, and maintaining complex systems, including configuring, planning, coordinating and implementing releases, upgrades, or changes to operating systems, servers, and related software. Therefore, we recommend upward reclassification to Senior Operating Systems Analyst.

DRAFT

MENTAL HEALTH

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Mental Health Program Manager I Item No. 4740A NM 112E Non-Represented	1	Mental Health Program Manager II Item No. 4741A NM 115E Non-Represented
1	Principal Application Developer Item No. 2526A NM 111C Non-Represented	1	Principal Information Systems Analyst Item No. 2594A NM 111F Non-Represented

The subject Mental Health Program Manager I position was originally allocated to the Adult Systems of Care, and now serves as a program manager for Mental Health Services Act (MHSA) - Administration. The subject position is responsible for program oversight and implemention efforts for MHSA-funded programs. Specifically, this position ensures MHSA funding is utilized appropriately and newly proposed and existing programs are designed to improve and expand public mental health services and access to care. The duties and responsibilities of the subject position meet the classification criteria for the Mental Health Program Manager II, a class that is responsible for the development and direction of countywide programs and contracted mental health services. Therefore, we recommend upward reclassification to Mental Health Program Manager II.

The subject Principal Application Developer position is allocated to the Chief Information Office Bureau – Enterprise Application Division/Revenue Systems Unit and reports to an Information Technology Manager I. This position is responsible for assisting the revenue systems manager with assigning work to staff; monitoring the timely completion of assignments; managing custom software modification projects; reviewing technical specifications and software testing efforts; and overseeing system migration activities. The duties and responsibilities of the subject position meet the classification criteria for the Principal Information Systems Analyst, a class that acts as a lead or technical consultant for complex systems development projects and directs lower-level Information Systems Analysts and other technical staff. Therefore, we recommend upward reclassification to Principal Information Systems Analyst.

DRAFT

REGIONAL PLANNING

No of Pos.	Present Classification	No of Pos.	Classification Findings
2	Regional Planner Item No. 4430A 99B Represented	2	Senior Regional Planner Item No. 4431A 101B Represented

The subject positions report to a Supervising Regional Planner and serve as senior-level positions providing ongoing highly-specialized and advanced technical planning support for complex projects related to specialized land use cases, such as landfills, surface mining, oil wells, oil fields, wireless towers, hazardous materials, etc. Positions located in the special projects offices are required to resolve issues with the public independently and to exercise a high-level of sound judgment to limit the County's risk liability with potential projects. The Senior Regional Planner is a class that performs advanced specialized technical work related to the development and implementation of the general plan, administration of land use regulations, and the provision of technical guidance to subordinate planning personnel. The duties and responsibilities assigned to the subject positions, as well as the ordinances related to specialized land use cases, meet the allocation criteria for Senior Regional Planner, a classification that is responsible for performing the more sophisticated or complex professional planning activities involving the general plan and enforcement of planning regulations and zoning laws. Therefore, we recommend upward reclassification to Senior Regional Planner.

DRAFT

SHERIFF DEPARTMENT – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Warehouse Manager Item No. 2278A NM 86H Represented	1	Supply Officer I Item No. 2373A NM 92D Represented

The subject position is assigned to the Central Supply and Logistics Unit (CSLU), a unit which serves as the primary law enforcement equipment and supply distribution facility for the department. The CSLU includes the following functions: Central Supply, Logistics and Surplus Operations. CSLU also is tasked with outfitting employees from the Probation Department, District Attorney's Office, and outside law enforcement agencies such as the Los Angeles Airport Police with body armor and registered firearms. The Supply Officer I classification utilizes comprehensive responsibility for supply and related functions which require incumbents to exercise a thorough knowledge of countywide and departmental purchasing and warehousing policies and procedures. Incumbents must have the ability to collaborate and coordinate operations with other offices and agencies, as well as to develop and recommend solution for supply-related operational issues. The duties and responsibilities are more consistent with the class concept of the Supply Officer I classification. Therefore, we recommend upward reclassification to Supply Officer I.

SHERIFF DEPARTMENT – DETECTIVE

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Transcriber Typist Item No. 2201A N2MV 73J Represented	1	Operations Assistant II, Sheriff Item No. 1229A NM 89G Represented

The subject position will provide administrative support to budget and personnel-related operations and moved from the Homicide Bureau to Detective Division's Headquarters. Consistent with the department's staffing pattern for the assigned responsibilities of the subject position, the work performed meets the class concept of an Operations Assistant II, Sheriff, a classification defined as assisting administrative or technical staff by analyzing and making recommendations for the solution of complex problems of organization, systems and procedures, law enforcement programs, budget, facilities planning, or personnel within a line operation or unit in the Sheriff's Department. Therefore, we recommend an upward reclassification to Operations Assistant II, Sheriff.

DRAFT

ANALYSIS

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by:

- Adding and establishing the salary for four (4) employee classifications and one (1) unclassified classification;
- Deleting two (2) employee classifications;
- Changing the title of one (1) employee classification; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Animal Care and Control, Auditor-Controller, Board of Supervisors, Children and Family Services, Child Support Services, Health Services, Internal Services, Mental Health, Public Health, Regional Planning, and Sheriff.

MARY C. WICKHAM
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

DRAFT

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries, of the Los Angeles County Code to add and establish the salaries for four (4) employee classifications and one (1) unclassified classification; delete two (2) employee classifications; change the title for one (1) employee classification; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
1039	EXEC DIR,PROBATION OVERSIGHT COMMISSION(UC)	*	N23	R14
		10/01/2020	N23	R14
		01/01/2021	N23	R14
8106	SUPERVISING COMMUNITY HEALTH WORKER	*	NR	77F
		10/01/2020	NR	78E
		01/01/2021	NRO	78E
5729	VETERINARIAN(NON-MEGAFLEX)	*	N2MX	112L
		10/01/2020	N2MX	113K
		01/01/2021	N2MXO	113K
4857	YOUTH EDUCATOR	*	NM	86H
		10/01/2020	NM	87G
		10/01/2021	NMO	87G
4859	YOUTH EDUCATOR SUPERVISOR	*	NM	88H
		10/01/2020	NM	89G
		10/01/2021	NMO	89G

DRAFT

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
~~4588~~	~~ADMR,OFFICE OF AMBULATORY CARE~~	~~10/01/2018~~	~~N23~~	~~S14~~
		~~10/01/2019~~	~~N23~~	~~S14~~
		~~01/01/2020~~	~~N23~~	~~S14~~
		~~10/01/2020~~	~~N23~~	~~S14~~
		~~01/01/2021~~	~~N23~~	~~S14~~
~~2687~~	~~VOLUNTEER PROGRAMS DIRECTOR,MED CT~~	~~10/01/2018~~	~~NM~~	~~93F~~
		~~10/01/2019~~	~~NM~~	~~94E~~
		~~01/01/2020~~	~~NM~~	~~94J~~
		~~10/01/2020~~	~~NM~~	~~95H~~
		~~01/01/2021~~	~~NMO~~	~~95H~~

SECTION 3. Section 6.28.050 (Table of Classes of Positions with Salary Schedule and Level) is hereby amended to change the title of the following class:

ITEM NO.	TITLE
1618	~~HEAD CHILD SUPPORT OFFICER~~ HEAD CHILD SUPPORT SPECIALIST

DRAFT

SECTION 4. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2598A~~	~~1~~	~~INFORMATION TECHNOLOGY SUPERVISOR~~

SECTION 5. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2565A	1	INFORMATION TECHNOLOGY MANAGER I

SECTION 6. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~5728A~~	~~11~~	~~VETERINARIAN~~

SECTION 7. Section 6.34.010 (Department of Animal Care and Control) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5729A	11	VETERINARIAN(NON-MEGAFLEX)

DRAFT

SECTION 8. Section 6.40.010 (Auditor-Controller) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0714A	~~20~~	19	PROGRAM SPECIALIST III,AUDITOR-CONT
0716A	~~3~~	4	PROGRAM SPECIALIST IV,AUDITOR-CONT

SECTION 9. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1099A	~~56~~	55	INTERMEDIATE BOARD SPECIALIST
1100A	~~44~~	45	SENIOR BOARD SPECIALIST

SECTION 10. Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~3037N~~	~~1~~	~~SAFETY OFFICER I~~

SECTION 11. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
3039N	1	SAFETY OFFICER II

DRAFT

SECTION 12. Section 6.55.010 (Child Support Services Department) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1614A	750	~~CHILD SUPPORT OFFICER II~~ CHILD SUPPORT SPECIALIST II
1615A	155	~~CHILD SUPPORT OFFICER III~~ CHILD SUPPORT SPECIALIST III
1618A	33	~~HEAD CHILD SUPPORT OFFICER~~ HEAD CHILD SUPPORT SPECIALIST
1616A	119	~~SUPERVISING CHILD SUPPORT OFFICER~~ SUPERVISING CHILD SUPPORT SPECIALIST

SECTION 13. Section 6.77.010 (Department of Public Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~5728A~~	~~5~~	~~VETERINARIAN~~

SECTION 14. Section 6.77.010 (Department of Public Health) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5729A	5	VETERINARIAN(NON-MEGAFLEX)

DRAFT

SECTION 15. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5299A	~~2~~	3	CLINICAL NURSING DIRECTOR II
5296A	~~3~~	2	NURSING DIRECTOR,ADMINISTRATION

SECTION 16. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~5560A~~	~~1~~	~~ELECTROENCEPHALOGRAPH TECHNICIAN I~~

SECTION 17. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5561A	~~5~~	6	ELECTROENCEPHALOGRAPH TECHNICIAN II

DRAFT

SECTION 18. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2536A	~~6~~	5	SENIOR INFO SYSTEMS SUPPORT ANALYST
2551A	~~33~~	34	SENIOR OPERATING SYSTEMS ANALYST

SECTION 19. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4740A	~~36~~	35	MENTAL HLTH PROGRAM MANAGER I
4741A	~~60~~	61	MENTAL HLTH PROGRAM MANAGER II
2526A	~~4~~	3	PRINCIPAL APPLICATION DEVELOPER
2594A	~~17~~	18	PRINCIPAL INFO SYSTEMS ANALYST

SECTION 20. Section 6.112.010 (Department of Regional Planning) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4430A	~~53~~	51	REGIONAL PLANNER
4431A	~~32~~	34	SENIOR REGIONAL PLANNER

DRAFT

SECTION 21. Section 6.120.010 (Sheriff – Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2278A~~	~~1~~	~~WAREHOUSE MANAGER~~

SECTION 22. Section 6.120.010 (Sheriff – Administration) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2373A	1	SUPPLY OFFICER I

SECTION 23. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1229A	~~17~~	18	OPERATIONS ASSISTANT II,SHERIFF
2201A	~~8~~	7	TRANSCRIBER TYPIST

SECTION 24. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[628050GENRECLASS2020KPCEO]

DRAFT

COUNTY OF LOS ANGELES
POSITION DESCRIPTION

ITEM NUMBER: 1039

APPROVAL DATE:

SALARY RANGE: R14

TITLE: Executive Director, Probation Oversight Commission (UC)

POSITION OVERVIEW:
The one position allocable to this class has responsibility, under the direction of the Probation Oversight Commission (POC), for providing administrative and technical support and services in carrying out the Commission's functions of providing on-going analysis and oversight of the Los Angeles County Probation Department's policies, practices, and procedures. This position will be responsible for directing all POC support staff in all administrative matters of the Commission.

EXAMPLES OF DUTIES:

Plans, organizes, assigns and evaluates the work of staff responsible for providing administrative support to the POC.

Serves as the liaison between the Board, Probation Department, Office of Inspector General and the external stakeholder community; manage resources to ensure that deliverables are completed.

Directs preparation of the Commission's agenda, provides agenda briefings to the Commission, and assists in conducting the Commission's regular meetings.

Identifies and analyzes highly complex operational and other relevant issues and makes recommendations on appropriate courses of action

Develops policies and procedures to ensure appropriate internal controls, improve operations, and address problems.

Prepares and/or directs the preparation of various documents, correspondence and reports, often of a highly sensitive nature, in order to effectively carry out the work of the Commission.

Reports the progress on reform efforts, recommendations, and/or other areas of interests to the Board.

Plans, organizes, assigns and evaluates the work of staff.

DRAFT

MINIMUM REQUIREMENTS

A Bachelor's degree from an accredited college or university in criminal justice, public administration, law, human services or a related discipline and five years of management experience in project management; facilitating the effective functioning of community or volunteer committees; the development of procedures, budget preparation and participation in policy formulation; researching, investigating, analyzing, and reporting on complex issues relevant to the community; and providing direct customer service to members of the community.

DESIRABLE QUALIFICATIONS:

Administrative experience in investigation or oversight of law enforcement agencies.

A Juris Doctor and licensed to practice law in the state of California.

An advanced degree in human services, public administration, criminal justice, or similar discipline.

Experience in establishing and maintaining relations with community stakeholders, governmental agencies, law enforcement, and the public in highly sensitive programs and priorities.

Strong written, and oral communications skills, with an ability to listen to a variety of viewpoints openly.

Experience in the areas of civil and human rights, specifically in law enforcement-community relations.

Demonstrated understanding and success working with a diverse population, including various ethnic communities, homeless individuals and families, and residents with mental illness.

LICENSE:
Admission to practice law in all courts of California.

A valid California Class "C" Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

DRAFT

Los Angeles County
Department of Human Resources

Class Specification: **SUPERVISING COMMUNITY HEALTH WORKER**

ITEM NUMBER: 8106

APPROVAL DATE: TBD

DEFINITION:
Supervises and coordinates the work of Senior Community Health Workers and Community Health Workers providing direct health, mental health, public health, rehabilitative, and/or social/supportive services to patients and clients.

CLASSIFICATION STANDARDS:

Positions allocable to this class report to a higher-level supervisor or manager and may be assigned to community mental health facilities, public health settings, hospitals, outpatient clinics, and specialized programs. Incumbents supervise, coach and mentor staff and organize and coordinate community health supportive services. Incumbents are also responsible for assisting in the planning, development, implementation, and evaluation of community programs and services.

Supervising Community Health Workers supervise lower-level Senior Community Health Workers, Community Health Workers and support staff in the day-to-day program support and/or community and patient/client care activities (such as cultural mediation, health information and education, care coordination, and system navigation, social support, advocacy, and outreach).

Incumbents must formulate recommendations relating to community health programs and supportive services; interpret Federal, State, and County policies and procedures; establish and maintain effective working relationships with staff, community members, and other public and private agencies; and communicate effectively orally and in writing.

EXAMPLES OF DUTIES:
Supervises the work of a team of Senior Community Health Workers and Community Health Workers in providing direct health, mental health, or social services to clients and patients. This includes providing direction and guidance to staff, monitoring staff schedules, and evaluating work for quality and completeness.

Assigns service referrals received from social workers, eligibility workers, medical case workers, and other professional staff to assist clients/patients in obtaining food

stamps, housing, medical services, mental health services, substance use care, and other supportive services as appropriate.

Discusses challenging or problematic cases/situations with staff and makes suggestions and recommendations on best course of action to provide optimal services to clients/patients and community members.

Leads, oversees, and facilitates the development of independent living skills of clients/patients by identifying support group needs and implementing support groups in subjects including, but not limited to, housekeeping, cooking, shopping, budgeting, use of public transportation, reading, and personal hygiene.

Makes recommendations to management for improved work methods including formulating policies and procedures and oversees implementation and operation of such policies, procedures and recommendations.

Identifies gaps within community programs and services and recommends solutions on how to creatively address them.

Serves as an advocate for client/patient access to County and community resources and services.

Assists in planning, developing, implementing, and evaluating community health programs and supportive services in accordance with applicable laws, ordinances, and regulations by determining type and level of supportive services to be provided.

Identifies staff training needs and provides or coordinates training and coaching services to staff when needed.

Reviews staff documentation inclusive of narrative notes to ensure compliance with program and departmental policies and standards and provides suggestions for improvement.

Serves as program representative to internal and external partners.

Supervises applicable support services and/or linkage to services to facilitate the recovery and resilience of those being served such as tutoring, parenting classes, and other supportive services.

Interviews prospective personnel and make recommendations concerning their employment.

May carry a caseload that includes the more complicated client/patient assignments as required.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:
Option I: Three years of experience at the level of Senior Community Health Worker or similar experience at a public or private community-based organization, clinic, hospital or health system.

Option II: Five years of experience at the level of a Community Health Worker at a public or private community-based organization, clinic, hospital, public health organization or health system.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation to carry out job-related essential functions.

PHYSICAL CLASS:
Physical 2

DRAFT

Los Angeles County
Department of Human Resources

Class Specification: VETERINARIAN (NON-MEGAFLEX)

ITEM NUMBER: 5729

DEFINITION:
Provides medical services dealing with the prevention, treatment and control of diseases and injuries in animals and, in public health, enforces laws and regulations pertaining thereto.

CLASSIFICATION STANDARDS:

Investigates, prevents, controls and eradicates infectious diseases of animals including those transmissible to man, with particular emphasis on organized disease control programs such as tuberculosis, brucellosis, and rabies.

Investigates rabies suspects and animal bites of people; imposes quarantines on biting domestic animals; collects samples for rabies testing where wild animals are involved.

Issues quarantines and hold orders in disease outbreaks and supervises the enforcement of these orders.

Collects data and laboratory samples, such as blood, tissue, parasites, when indicated for disease investigations and forwards to appropriate diagnostic laboratory; consults with department, private and other public veterinarians and animal owners on disease problems.

Prepares required records and reports.

Acts as an agent for the Chief Veterinarian in disaster situations such as earthquakes, fires, and floods, for the health and welfare of animals and for disease control.

Operates a spay/neuter clinic to help reduce and control the animal population of the County.

Examines, diagnoses, gives emergency treatment to animal within the animal care center/shelter adjacent to the spay/neuter clinic.

Supervises personnel assigned to the clinic and the care center/shelter staff regarding the care of sick animals.

Advises the public and department employees on matters within the field of veterinary medicine.

Conducts vaccination clinics, provides medical consultations and services during special events such as adoption drives sponsored by outside agencies or the department.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Graduation from an approved veterinary school with a Doctorate degree in veterinary medicine.

LICENSE:

California State License to practice veterinary medicine -AND- A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

3 - Moderate.

COMMENTS:

THIS ITEM CLASSIFICATION IS FOR NEW EMPLOYEES **APPOINTED ON OR AFTER MARCH 1, 2019.**

Class Code: 4857

YOUTH EDUCATOR

County of Los Angeles

Established Date: XX

DRAFT

DEFINITION/STANDARDS:

Delivers and evaluates health related education programs and services for youth, their parents/guardians, school educators, and members of the community to promote youth health and wellbeing and reduce substance use and related adverse health and social outcomes by implementing locally driven efforts to change conditions and norms that impact community health and health equity.

CLASSIFICATION STANDARDS:

Positions allocable to this classification report to a Youth Educator Supervisor and are responsible for the development, planning, implementation, and delivery of complex health related programs such as substance abuse, tobacco and vape use, safe sex practices, personal and sexual relationships, and emotional, physical and mental well-being. These positions function with a high level of independence and serve as the resident expert in an assigned setting assisting with the development of curriculum, handouts, pamphlets, etc.; delivering curriculum in a class setting and one-on-one consultations with students; and mentoring faculty, youth, the community, peers, and collaborating partners in the subject areas. Positions also perform preliminary assessments of student needs and services and refer them to the appropriate services that are beyond the scope of the Student Wellbeing Center's services when necessary. Incumbents must have an objective understanding of at risk youth problems and exercise knowledge of effective communication techniques and community health programs.

EXAMPLES OF DUTIES:

Assists with curriculum development and conducts consultations, classroom presentations, and workshop sessions on substance abuse disorders and other public health priority subjects that are risk factors for and/or exacerbated by substance use (e.g., violence, risky sexual behavior, etc.).

Partners with Health Center organizations and other County departments to conduct joint educational sessions and/or refer clients to care services; and contacts community organizations, public and private agencies, and professional groups to elicit their cooperation and participation in health education programs.

Conducts screening of substance abuse disorders and provides referrals to youth for other community-based resources to assist them in achieving their educational, recreational, employment, health, and social goals; and makes connections as needed, to improve student health and social outcomes.

Participates and coordinates the development and implementation of the student-led Peer Educator training (e.g., substance abuse disorders, tobacco, sexual health, emotional health) and wellness activities (e.g., classroom educational seminars, school-wide wellness activities, resource distribution, school fairs) conducted on campus by youth for youth.

Prepares, collects, analyzes and reports data on delivered services; tracks referrals using established methods (i.e., electronic health record for community-based substance abuse disorder treatment referrals); enters data for reporting purposes (i.e., Primary Prevention Substance Use Disorder Data Services); makes recommendations for changes/modifications on the design and data analysis within the context of actual program functioning and youth experiences.

Participates in meetings with youth, community organizations, educational institutions, Health Center organizations, and County departments to strategize on increasing participation; validates implemented curricula, activities, and events result in positive outcomes and are responsive to current youth and/or community needs, preferences, etc.

Evaluates the operation of Promotoras who provide education programs to clients and works with them to address parent concerns that may arise at a site.

Conducts health education classes for youth, teachers, parents/guardians, community members, etc., by lecturing on and discussing various health education topics including, but not limited to, substance use disorders, interventions or treatments, sexual health services, mental health services, and social/emotional well-being.

Administers pre and posttests in order to effectiveness of educational methods and materials presented; and compiles the data of assessments/questionnaires to review program outcomes in order to p recommend curricula changes or validate program success to supervisor and/or management.
Ensures that outreach and education materials are available at Student Wellbeing Center; maintains and updates local resource and referral lists; and effectively interacts with school personnel, community organizations and/or County representatives while carrying out activities associated with site operations.

Delivers public health related information at community events; and provides information during student one-on-one consultations

DRAFT

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Option 1

A Master's degree from an accredited college or university.

Option 2

A Bachelor's degree from an accredited college or university **-AND-** two years of experience in community organization work, community group activities, educational programs or related programs.

LICENSE:

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job related essential functions.

PHYSICAL CLASS:

2 – Light

DRAFT

Class Code: 4859

YOUTH EDUCATOR SUPERVISOR

County of Los Angeles

Established Date: XX

DEFINITION/STANDARDS:

Supervises a team of educators responsible for carrying out health related education programs and services that reduce substance use and related adverse health and social outcomes through the implementation of locally driven efforts to change conditions and norms that impact community health and health equity.

CLASSIFICATION STANDARDS:

Positions allocable to this supervisory level class are responsible for the administrative and technical supervision of Youth Educator staff responsible for administering the planning, development, implementation, and evaluation of specialized community health education services such as substance abuse, tobacco and vape use, safe sex practices, personal and sexual relationships, emotional, physical and mental well-being. The Youth Educator Supervisor evaluates the services delivered by their assigned staff; recommends changes/modifications/enhancements; and oversees the day-to-day delivery of the Student Wellbeing Center programs and services. Incumbents must have an objective understanding of at risk youth problems and exercise knowledge of effective supervision techniques; federal, State, and County legislative regulations and mandates; training development principles, practices, methods, and techniques; community health programs; and maintaining effective working relationships.

EXAMPLES OF DUTIES:

Plans, develops, implements, and evaluates health education services provided by assigned staff on substance use disorders and other public health priority subjects that are risk factors for and/or exacerbated by substance use (e.g., violence, risky sexual behavior).

Works closely with the assigned program manager to develop relationships with Health Center organizations, community partners, and other County departments to jointly develop educational programs and services; and develops relationships with community organizations, public and private agencies, and professional groups to elicit their cooperation and participation in health education services.

Supervises the day-to-day work of staff responsible for the Peer Educator training (e.g., substance abuse disorders, tobacco, sexual health, emotional health) and wellness activities (e.g., classroom educational seminars, school-wide wellness activities, resource distribution, school fairs) conducted on campus by youth for youth.

DRAFT

Reviews and evaluates reports on delivered services and referrals using established methods (i.e., electronic health record for community-based substance abuse disorder treatment referrals); analyzes data for reporting purposes (i.e., Primary Prevention Substance Use Disorder Data Services); determines priorities; and consults with Health Education Administration staff on evaluation design and data analysis within the context of actual program functioning and student experiences.

Responsible for coordinating and serving as a committee member at meetings with youth, community organizations, educational institutions, Health Center organizations, County departments to strategize on increasing participation; validating that the implemented curricula, activities, events are resulting in positive outcomes and are responsive to current youth and/or community needs, preferences, etc.

Oversees the training and orientation courses for Youth Educators, teachers, student peer educators, and the community educators/Promotoras on the curricula and individual-focused services to ensure the ability to effectively communicate information is in alignment with the model and achieve stated outcomes.

Evaluates the extent to which health education services and activities meet objectives and impact the target population's knowledge, attitudes, beliefs, practices, and behaviors by utilizing appropriate data collection methods such as pre and post examinations and focus groups.

Responsible for ensuring that assigned staff maintain an inventory of outreach and education materials; reviews and approves the updates of local resource and referral lists; ensures the Student Wellbeing Center's day-to-day work is effectively operating; and collaborates with school personnel, community organizations, and/or County entities to ensure the success of set programs.

Supervises and provides coaching to Youth Educator staff to ensure program services are implemented as designed and youth benefit from assessment and treatment services.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:
Option 1

A Master's degree from an accredited college or university **-AND-** two years of experience in community organization work, community group activities, educational programs or related programs

Option 2

A Bachelor's degree from an accredited college or university **-AND-** four years of experience in community organization work, community group activities, educational programs or related programs.

LICENSE:
A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job related essential functions.

PHYSICAL CLASS:
2 – Light

DRAFT

BOARD LETTER / MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/4/2020	
SUPERVISORIAL DISTRICT AFFECTED	2nd	
DEPARTMENT	Superior Court; Child Support Services Department (CSSD); Public Defender (PD); Department of Mental Health (DMH)	
SUBJECT	Approve the proposed nine and seven-year leases for approximately 103,272 square feet of court and office space and 412 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles.	
PROGRAM		
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Existing lease for CSSD is currently on month-to-month holdover since January 2019. Existing lease for Superior Court, PD, and DMH are currently on month-to-month holdover since May 2019.	
COST & FUNDING	Total cost: $45,471,923 total lease rental costs including parking and tenant improvement costs.	Funding source: The rental costs for Superior Court and PD are 100 percent funded from net County cost. The rental costs for the Department of Mental Health are funded by Mental Health Services Act funds and other State and Federal funding sources.
	TERMS (if applicable): The proposed base rent is subject to annual increases of 4 percent per annum as a result of the high demand for court and office space. The lease includes a cancellation provision that allows the County to terminate the proposed lease either as of the last day of the 36th month or 60th month, with at least 180 days' notice. Superior Court may terminate its 14th Floor space at any time. CSSD has the right to notify the Landlord within 1 year of execution of the lease if it desires to relocate to the 17th floor. All of the departments in the building have the right of first offer to lease any contiguous space that arises after execution of the lease and prior to the last 12 months of the term. The proposed leases contain a holdover provision, wherein the base rent shall be increased to 125% of the then existing base rent for the first twelve months following expiration of the lease term. Thereafter, the holdover rate shall be 150% of the base rent at the time of the lease expiration. The County's holdover tenancy may be terminated upon 30 days' notice from the Landlord.	
	Explanation: Funding for the proposed option is included in the Fiscal Year 2019-20 Rent Expense budget and will be billed back to the Superior Court, CSSD, PD, and DMH.	
CO-WORK SPACE ASSESSMENT	Our representative at CBRA researched the co-working spaces in the area and found that there are no co-working centers of substantial size in the Mid-Wilshire or Park Mile districts (2000 – 4000 blocks of Wilshire). Co-Working companies that have been researched in order to make this statement include WeWork, Industrious, Regus/Spaces, Premier Business Centers, NeueHouse & FlexWorkspace.	

PURPOSE OF REQUEST	Approval of the recommended action will authorize and continue to adequately provide the necessary court and office space for Superior Court, CSSD, PD, and DMH.
BACKGROUND (include internal/external issues that may exist)	The County has leased these premises at 600 South Commonwealth Avenue, Los Angeles, since 1991 and 1998 respectively. Superior Court, Public Defender (PD), and the Department of Mental Health (DMH) currently occupy space under one lease The Central Civil West (CCW) Courthouse for Superior Court occupies 58,525 square feet of space and houses civil and domestic support courtrooms and clerical support staff associated with these litigation areas. It also houses a Family Law Facilitator. Attorneys and paralegals provide legal education and assistance to litigants with domestic support cases. CSSD occupies 19,113 square feet of office space required for its child support program which provides direct service to families by enforcing the financial responsibilities of parents to support their children. PD occupies 17,301 square feet of office space required for its Special Operations unit. Such services include the Homeless Initiative. The unit provides legal services resolving infraction and warrant issues which are often a barrier to housing and employment. DMH occupies 8,333 square feet of office space required for Service Area Older Adults Administration, School Threat Assessment and Response Team (START) and its continuum of Care Reform Division (CCR). These programs provide a variety of administration and clinical services. The existing facility adequately meets the space needs of the County departments. The location is freeway accessible and will accommodate all employees and visitors with sufficient parking.
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael Navarro CEO-Real Estate Division 213-974-4364 MNavarro@ceo.lacounty.gov

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 4, 2020

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

Dear Supervisors:

NINE AND SEVEN-YEAR LEASES
SUPERIOR COURT, CHILD SUPPORT SERVICES DEPARTMENT,
PUBLIC DEFENDER, AND DEPARTMENT OF MENTAL HEALTH
600 SOUTH COMMONWEALTH AVENUE, LOS ANGELES
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Approval of four proposed leases to replace two existing leases to provide Superior Court, Child Support Services Department, Public Defender, and the Department of Mental Health with continued use of 103,272 rentable square feet of court and office space and up to 412 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed leases are exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chief Executive Officer, or her designee, to execute the proposed leases with 600 Commonwealth, L.P. (Landlord), for approximately 103,272 square feet of court and office space, and up to 412 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles to be occupied by Superior Court, CSSD, PD, and the Department of Mental Health (DMH). The estimated maximum first year rental cost is not to exceed $2,974,235. The total rental cost payable to the Landlord under the proposed leases would not exceed $25,473,244 over the nine and seven-year terms. The rental costs for Superior Court and PD are 100 percent net County cost. The costs for Superior Court will be reimbursed to the

County from the Judicial Council of the State of California. The rental costs for Child Support Services Department are funded 100 percent from State and Federal funds. The rental costs for DMH are funded by Mental Health Services Act funds and other State and Federal funding sources.

a) Authorize the Chief Executive Officer, or her designee, to execute the proposed leases with the Landlord for the Superior Court, of approximately 58,525 square feet of court and office space, to include up to 234 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles to be occupied by Superior Court as a separate lease in the building. The estimated maximum first year rental cost is not to exceed $1,685,520. The total rental cost payable to the Landlord under this proposed lease would not exceed $13,312,735 over the seven-year term. The rental costs for Superior Court is 100 percent net County cost and will be reimbursed to the County from the Judicial Council of the State of California.

   Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $7,023,000 in a lump sum for the County's tenant improvement (TI) contribution, or $8,343,830 if amortized at 7 percent per annum over five years pertaining to the leased space for the Superior Court referenced above. The total lease costs payable to the Landlord would not exceed $24,359,265 over the seven-year term, which is comprised of the $13,312,735 rental cost, $2,702,700 parking cost and the $8,343,830 maximum County's TI contribution.

b) Authorize the Chief Executive Officer, or her designee, to execute the proposed leases with the Landlord, for approximately 19,113 square feet of office space, and up to 76 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles to be occupied by Child Support Services as a separate lease in the building. The estimated maximum first year rental cost is not to exceed $550,455. The total rental cost payable to the Landlord under the proposed leases would not exceed $4,347,654 over the seven-year term. The rental costs for Child Support Services Department are funded 100 percent from State and Federal funds.

   Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $2,293,560 in a lump sum for the County's TI contribution, or $2,907,744 if amortized at 7 percent per annum over five years pertaining to the leased space for the Child Suport Services Department referenced above. The total lease costs payable to the Landlord would not exceed $8,133,198 over the seven-year term, which is comprised of the $4,347,654 rental cost, $877,800 parking cost and the $2,907,744 maximum County's TI contribution.

c) Authorize the Chief Executive Officer, or her designee, to execute the proposed leases with the Landlord for approximately 17,301 square feet of court and

office space, and up to 69 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles to be occupied by PD. The estimated maximum first year rental cost is not to exceed $498,269. The total rental cost payable to the Landlord under the proposed leases would not exceed $5,273,081 over the nine year term. The rental costs for PD are 100 percent net County cost.

Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $2,076,120 in a lump sum for the County's TI contribution, or $2,466,580 if amortized at 7 percent per annum over five years pertaining to the leased space for PD Department referenced above. The total lease costs payable to the Landlord would not exceed $8,762,961 over the nine-year term, which is comprised of the $5,273,081 rental cost, $1,023,300 parking cost and the $2,466,580 maximum County's TI contribution.

d) Authorize the Chief Executive Officer, or her designee, to execute the proposed leases with the Landlord for approximately 8,333 square feet of court and office space, and up to 33 on-site parking spaces at 600 South Commonwealth Avenue, Los Angeles to be occupied by DMH. The estimated maximum first year rental cost is not to exceed $239,991. The total rental cost payable to the Landlord under the proposed leases would not exceed $2,539,774 over the nine-year term. The rental costs for DMH are funded by Mental Health Services Act funds and other State and Federal funding sources.

Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $999,960 in a lump sum for the County's TI contribution, or $1,188,025 if amortized at 7 percent per annum over five years pertaining to the leased space for DMH referenced above. The total lease costs payable to the Landlord would not exceed $4,216,499 nine-year term, which is comprised of the $2,539,774 rental cost, $488,700 parking cost and the $1,188,025 maximum County's TI contribution.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $12,392,640 in a lump sum for the County's TI contribution, or $14,906,179 if amortized at 7 percent per annum over five years. The total lease costs payable to the Landlord would not exceed $45,471,923 over the nine and seven-year terms, which is comprised of the $25,473,244 rental cost, $5,092,500 parking cost and the $14,906,179 maximum County's TI contribution.

4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed leases and to take other actions necessary and appropriate to implement and effectuate the terms of the proposed leases, including, without limitation, exercising early termination rights. The proposed leases will become effective upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County has leased these premises at 600 South Commonwealth Avenue, Los Angeles, since 1991 and 1998 respectively. Superior Court, PD, and DMH currently occupy space under one lease and Child Support Services Department (CSSD) occupies space under a separate lease. The leases expired on January 31, 2019 and May 31, 2019, respectively, and have since been on a month-to-month holdover basis, with no penalty, pending renewal of the proposed lease. All departments desire to enter into new separate leases. PD and DMH propose to enter into nine-year leases and Superior Court and CSSD propose to enter into seven-year leases. The amount of square-footage and the costs associated with each lease are itemized in Attachment B

Space is needed for direct service to clients and attorneys. All departments desire to continue leasing at this location and the proposed leases will allow them to provide continuity of operations without interruption to services.

The Central Civil West (CCW) Courthouse for Superior Court houses civil and domestic support courtrooms, and clerical support staff associated with these litigation areas. It also houses a Family Law Facilitator. Attorneys and paralegals provide legal education and assistance to litigants with domestic support cases. CSSD requires office space for its child support program, which provides direct service to families, by enforcing the financial responsibilities of parents to support their children. PD requires office space for its Special Operations unit. Such services include the Homeless Initiative. The unit provides legal services resolving infraction and warrant issues, which are often a barrier to housing and employment.

DMH requires office space for Service Area Older Adults Administration, School Threat Assessment and Response Team (START) and its continuum of Care Reform Division (CCR). These programs provide a variety of administrative and clinical services.

The Landlord will provide a total of $1,160,890 in base TI allowance, based on $10 per square foot for CSSD and Superior Court and $15 per square foot for DMH and PD and up to a total of $12,392,640 in additional TI allowances, based on $120 per square foot for each department to suit the needs of the departments and their programs. No department has determined the exact scope of work so the entire TI budget may not be spent.

The existing facility adequately meets the space needs of the County departments and the State court. The location is freeway accessible and will accommodate approximately 208 employees and visitors with sufficient parking.

Approval of the recommended actions will find that the proposed leases are exempt from CEQA and will allow Superior Court, CSSD, PD, and DMH to continue operations at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 3 of *"Realize Tomorrow's Government Today"* provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. The proposed leases will support this goal by allowing Superior Court, CSSD, PD and DMH to continue their operations without interruption of service.

The proposed leases are in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed leases will have the following financial impact:

- The proposed leases are full-service gross leases whereby the Landlord will be responsible for the operating and maintenance costs associated with the premises, including janitorial costs.

- The square footage of the proposed spaces increased slightly due to the Landlord remeasuring the existing premises per industry standard.

Superior Court

- The maximum first year rental cost for the Superior Court is not to exceed $1,685,520, or $$28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.

- Total parking costs are estimated to be $386,100 per year based on the Department's right to purchase 117 stalls at $125 per stall per month and a right to purchase 117 additional stalls at $150 per stall per month.

- The Landlord will provide a base TI allowance of $585,250, based on $10 per square foot.

- The Landlord will provide additional reimbursable TI dollars in the amount up to $7,023,000 should the entire amount be expended, which the County may

reimburse in a lump sum payment or amortize over a five-year period at seven percent per annum.

- The aggregate cost of the proposed lease over the seven-year term, including rent expense, parking, and TI reimbursement, would be approximately $24,359,265. Attachment B provides an overview of the total proposed lease cost for Superior Court.

Child Support Services

- The maximum first year rental cost for CSSD is not to exceed $550,455, or $28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.

- Total parking costs are estimated to be $125,400 per year based on the Department's right to purchase 38 stalls at $125 per stall per month and a right to purchase 38 additional stalls at $150 per stall per month.

- The Landlord will provide a base TI allowance of $191,130, based on $10 per square foot.

- The Landlord will provide additional reimbursable TI dollars in the amount up to $2,293,560 should the entire amount be expended, which the County may reimburse in a lump sum payment or amortize over a seven-year period at seven percent per annum.

- The aggregate cost of the proposed lease over the seven-year term, including rent expense, parking, and TI reimbursement, would be approximately $8,133,198. Attachment B provides an overview of the total proposed lease cost for Child Support Services Department.

Public Defender

- The maximum first year rental cost for the PD is not to exceed $498,269, or $$28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.

- Total parking costs are estimated to be $113,700 per year based on the Department's right to purchase 35 stalls at $125 per stall per month and a right to purchase 34 additional stalls at $150 per stall per month.

- The Landlord will provide a base TI allowance of $259,515, based on $15 per square foot.

- The Landlord will provide additional reimbursable TI dollars in the amount up to $2,076,120 should the entire amount be expended, which the County may reimburse in a lump sum payment or amortize over a five-year period at 7 percent per annum.

- The aggregate cost of the proposed lease over the nine-year term, including rent expense, parking, and TI reimbursement, would be approximately $8,762,961. Attachment B provides an overview of the total proposed lease cost for PD.

- d) The maximum first year rental cost for DMH is not to exceed $239,991, or $$28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.

- Total parking costs are estimated to be $54,300 per year based on the department's right to purchase 17 stalls at $125 per stall per month and a right to purchase 16 additional stalls at $150 per stall per month.

- The Landlord will provide a base TI allowance of $124,995, based on $15.00 per square foot.

- The Landlord will provide additional reimbursable TI dollars in the amount up to $999,960 should the entire amount be expended, which the County may reimburse in a lump sum payment or amortize over a five-year period at 7 percent per annum.

- The aggregate cost of the proposed lease over the nine-year term, including rent expense, parking, and TI reimbursement, would be approximately $4,216,499. Attachment B provides an overview of the total proposed lease cost for Deartment of Mental Health.

– The maximum first year rental cost is not to exceed $2,974,235, or $28.80 annually per square foot, with annual rental adjustments of 4 percent per annum.

- Total parking costs are estimated to be $679,500 per year based on the Departments' right to purchase 206 stalls at $125 per stall per month and a right to purchase 206 additional stalls at $150 per stall per month. In 1991 and 1998 when the leases originally commenced, parking was included in the lease rate, however, the market has changed and the Landlord is requiring that the County pay separately for parking.

– The total TI cost is estimated at $14,906,179. The Landlord will provide a base TI allowance of $ 1,160,890 as part of base rent.

– The Landlord will provide additional reimbursable TI dollars in the amount up to $12,392,640 should the entire amount be expended, which the County may reimburse in a lump sum payment or amortize over a five-year period at seven percent per annum.

– The aggregate cost of the proposed leases over the nine and seven-year terms, including rent expense, parking, and TI reimbursement, would be approximately $45,471,923. Attachment B provides an overview of the total proposed lease costs for each department.

Sufficient funding to cover the proposed rent, parking and County TI costs for the first year will be appropriated in the Rent Expense Budget with the fiscal year 2019-20 Mid-year Budget adjustment to cover additional lease costs of $3,879,910. Each department has sufficient funding in their FY 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for each department. The rental costs for Superior Court and PD are 100 percent funded from net County cost . The costs for Superior Court will be reimbursed to the County from the Judicial Council of the State of California. The rental costs for CSSD are funded 100 percent from State and Federal funds. The rental costs for DMH are funded by Mental Health Services Act funds and other State and Federal funding sources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms described herein, the proposed leases include the following provisions:

- A cancellation provision that allows the County to terminate the proposed leases either as of the last day of the 36th month or 60th month, with at least 180 days' notice. Superior Court may terminate its 14th Floor space at any time.

- The proposed leases contain a holdover provision, wherein the base rent shall be increased to 125% of the then existing base rent for the first twelve months following expiration of the lease term. Thereafter, the holdover rate shall be 150% of the base rent at the time of the lease expiration. The County's holdover tenancy may be terminated upon 30 days' notice from the Landlord.

- CSSD has the right to notify the Landlord within 1 year of execution of the lease if it desires to relocate to the 17th floor. All of the departments in the building have the right of first offer to lease any contiguous space that arises after execution of the lease and prior to the last 12 months of the term.

- The available co-working office spaces cannot readily accommodate court room space as required. Furthermore, the other departments listed in this board letter require to be in the same bulding or immediately adjacent to the Courts due to operational and administrative needs. Chief Executive Office (CEO) spoke with co-working office space companies about long term leases and they have informed us that their co-working office space is not suited for long term occupancy since it is not financially viable for long term occupancy in comparison to the rental costs of traditional long-term office space providers.

- The available co-working office spaces in the subject area were assessed and found to be more expensive and not operationally effective for the intended direct service program use. Additionally, adequate parking is not usually provided by co-working office space providers which would require parking to be acquired separartly, often at a higher cost, and not within proximity to the subject facility.

- The proposed lease renewals will be effective upon approval by the Board.

The CEO, through its broker representative CBRE, conducted a survey within the project area to determine the availability of comparable office space options. CBRE was unable to identify any sites in the survey area that could accommodate this requirement more economically. The existing rent is under the market rate for this area. Based upon a review of available industry data, CBRE has established that the average annual rental rate for similar space is $29.17 per square foot on a full-service gross basis. In comparison, the base rental rate of $28.80 per square foot per year, full-service gross, for the proposed leases represents a rate below the average market rate for the area.

We have spoken with co-working office space companies about long-term leases and they have informed us that their co-working office space is not suited for long-term occupancy since it is not financially viable in comparison to the rental costs of traditional long-term office space.

Attachment C shows County-owned or leased facilities in the proximity of the service area and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it seismically suitable for County occupancy. Construction of any TIs will be completed in compliance with relevant building and construction codes, laws and regulations, including the Americans with Disabilities Act. A notification letter to the City of Los Angeles has been sent pursuant to Government Code Section 25351. County Counsel has reviewed the attached proposed leases and has approved them as to form.

The proposed leases will continue to provide a suitable office location for the Departments' administrative programs which is consistent with the County's facility location policy, as adopted by the Board of Supervisors on July 24, 2012, and further outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The proposed leases are exempt from CEQA. The proposed leases, which replace the existing lease spaces with minor TIs within an existing building, are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed lease records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

IMPACT ON CURENT SERVICES (OR PROJECTS

The proposed leases will adequately provide the necessary court and office space for the County requirements. Superior Court, CSSD, PD and DMH concur with the proposed lease recommendations.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return one certified copy of the Minute Order, and the adopted stamped board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:DPH:DL
JLC:MN:CB:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Superior Court
Child Support Services
Public Defender
Mental Health
Internal Services

ATTACHMENT A

PUBLIC DEFENDER
600 SOUTH COMMONWEALTH AVENUE, LOS ANGELES
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?	X		
	B	Does lease co-locate with other functions to better serve clients?	X		
	C	Does this lease centralize business support functions?	X		
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **No, ratio is approximately 496 square feet per person overall which includes courtroom space, reception areas, conference rooms, lunch rooms, file rooms, storage/file rooms and server rooms.**		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? The rental costs for Superior Court and PD are 100 percent funded from net County costs, which are primarily sourced from County property tax revenues. The costs for Superior Court will be reimbursed to the County from the Judicial Council of the State of California. The rental costs for CSSD are funded 100 percent from State and Federal .funds. The rental costs for the Department of Mental Health are funded by Mental Health Services Act funds and other State and Federal funding sources.	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 attached as Attachment C?	X		
	G	Was build-to-suit or capital project considered? **The County already occupies a portion of the facility and a capital project was not considered.**		X	
3.	**Portfolio Management**				
	A	Did department utilize 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? [2] **Departments prefer to remain in the existing premises for programmatic reasons.**	X		
	D	Why was this program not co-located?			X
		1. ___ The program clientele requires a "stand alone" facility.			
		2. ___ No suitable County occupied properties in project area.			
		3. ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?	X		
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?[1]	X		

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

[2]If not, why not?

SUPERIOR COURT
OVERVIEW OF THE PROPOSED LEASE COSTS

600 South Commonwealth Avenue, Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	55,830 sq.ft.	58,525 sq.ft.	+2,695 sq. ft.
Term (years)	Currently in holdover on expired 3 year County lease (terminated – 5/31/19 on month to month)	7 years	+4 years
Annual Base Rent (1)	$1,466,403 ($26.27 per sq. ft. annually)	$1,685,520 ($28.80 per sq. ft. annually)	+$219,117 annually
Annual TI Reimbursement	$-0-	$1,668,766	+$1,668,766
Parking(2)	Included in rent	$386,100	+$386,100
Rental rate adjustment	Annual CPI increase capped at 3 percent per year	Annual 4 percent per year.	+1 percent
Cancellation Provision	At any time, with 6 months' notice	At the end of either the 36th month or 60 month, with at least 180 days prior written notice	Fixed first 5 years and thereafter if right is not exercised

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operations, building maintenance and repairs.
(2) The proposed lease requires that the County pay $125 per parking space per month (2/1000) and may pay for an additional 2/1000 at $150.00 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Superior Court
600 Commonwealth Avenue, Suites 300, 400, 1400, & 1600

Leased Area (sq.ft.)	58,525	
Term (months)	84	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent	$2.40	$28.80
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (117 parking spaces)	$125	$1,500
Additional Parking (117 parking spaces)	$150	$1,800
	Lump Sum	**Amortized**
Tenant Improvements ($120 per sq. ft)	$7,023,000	$8,343,829

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
Annual Base Rent Costs [1]	1,685,520	1,752,941	1,823,059	1,895,981	1,971,820	2,050,693	2,132,721	**13,312,735**
Parking Costs [2]	386,100	386,100	386,100	386,100	386,100	386,100	386,100	**2,702,700**
Tenant Improvement Costs [3]	1,668,766	1,668,766	1,668,766	1,668,766	1,668,766	0	0	**8,343,830**
Total Annual Rental Costs	**3,740,386**	**3,807,807**	**3,877,925**	**3,950,847**	**4,026,686**	**2,436,793**	**2,518,821**	**24,359,265**

[1] Annual base rent includes fixed 4 percent annual increases.

[2] The parking costs includes 117 parking spaces at a annual fee of $1500 per space and an additional 117 parking spaces at a annual fee of $1800 per parking space for a total of 234 parking spaces.

[3] The tenant improvement cost of $7,023,000 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 5 years.

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

CHILD SUPPORT SERVICES DEPARTMENT
OVERVIEW OF THE PROPOSED LEASE COSTS

600 South Commonwealth Avenue, Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	18,233 sq.ft.	19,113 sq.ft.	+880 sq. ft.
Term (years)	Currently in holdover on expired 3-year County lease (terminated – 1/31/19 on month to month)	7 years	+4 years
Annual Base Rent (1)	$480,227 ($26.34 per sq. ft. annually)	$550,455 ($28.80 per sq. ft. annually)	+$70,228 annually
Annual TI Reimbursement	$-0-	$415,392	+415,392
Parking(2)	Included in rent	$125,400	+$125,400
Rental rate adjustment	Annual CPI increase capped at 3 percent per year	Annual 4 percent per year.	+1 percent
Cancellation Provision	At any time, with 6 months' notice	At the end of either the 36th month or 60 month, with at least 180 days prior written notice	Fixed first 5 years and thereafter if right is not exercised

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operations, building maintenance and repairs.

(2) The proposed lease requires that the County pay $125 per parking space per month (2/1000) and may pay for an additional 2/1000 at $150.00 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Child Support Services Department
600 Commonwealth, 18th Floor

Leased Area (sq.ft.)	19,113	
Term (months)	84	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent	$2.40	$28.80
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (38 parking spaces)	$125	$1,500
Additional Parking (38 parking spaces)	$150	$1,800
	Lump Sum	**Amortized**
Tenant Improvements	$2,293,560	$2,907,741.24

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
Annual Base Rent Costs [1]	550,455	572,473	595,372	619,187	643,954	669,712	696,501	**4,347,654**
Parking Costs [2]	125,400	125,400	125,400	125,400	125,400	125,400	125,400	**877,800**
Tenant Improvement Costs [3]	415,392	415,392	415,392	415,392	415,392	415,392	415,392	**2,907,744**
Total Annual Rental Costs	**1,091,247**	**1,113,265**	**1,136,164**	**1,159,979**	**1,184,746**	**1,210,504**	**1,237,293**	**8,133,198**

[1] Annual base rent includes fixed 4 percent annual increases.
[2] The parking costs includes 38 parking spaces at an annual fee of $1500 per parking space and 38 parking spaces at an annual fee of $1800 per parking space for a total of 76 parking spaces.
[3] The tenant improvement cost of $2,293,560 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 7 years

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

PUBLIC DEFENDER
OVERVIEW OF THE PROPOSED LEASE COSTS

600 South Commonwealth Avenue, Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	16,504 sq.ft.	17,301 sq.ft.	+797 sq. ft.
Term (years)	Currently in holdover on expired 3-year County lease (terminated – 5/31/19 on month to month)	9 years	+6 years
Annual Base Rent (1)	$433,486 ($26.27 per sq. ft. annually)	$498,269 ($28.80 per sq. ft. annually)	+$64,783 annually
Annual TI Reimbursement	$-0-	$493,316	+493,316
Parking(2)	Included in rent	$113,700	+$113,700
Rental rate adjustment	Annual CPI increase capped at 3 percent per year	Annual 4 percent per year.	+1 percent
Cancellation Provision	At any time, with 6 months' notice	At the end of either the 36th month or 60 month, with at least 180 days prior written notice	Fixed first 5 years and thereafter if right is not exercised

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operations, building maintenance and repairs.
(2) The proposed lease requires that the County pay $125 per parking space per month (2/1000) and may pay for an additional 2/1000 at $150.00 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Public Defender
600 Commonwealth. Suites 400, 450, & 500

Leased Area (sq.ft.)	17,301	
Term (months)	108	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent	$2.40	$28.80
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (35 parking spaces)	$125	$1,500.00
Additional Parking (34 parking spaces)	$150	$1,800.00
	Lump Sum	**Amortized**
Tenant Improvements	$2,076,120	$2,466,579.86

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	Total 9 Year Rental Costs
Annual Base Rent Costs [1]	498,269	518,200	538,928	560,485	582,905	606,221	630,469	655,688	681,916	**5,273,081**
Parking Costs [2]	113,700	113,700	113,700	113,700	113,700	113,700	113,700	113,700	113,700	**1,023,300**
Tenant Improvement Costs	493,316	493,316	493,316	493,316	493,316	0	0	0	0	**2,466,580**
Total Annual Rental Costs	**1,105,285**	**1,125,216**	**1,145,944**	**1,167,501**	**1,189,921**	**719,921**	**744,169**	**769,388**	**795,616**	**8,762,961**

[1] Annual base rent includes fixed 4 percent annual increases.
[2] The parking costs includes 35 parking spaces at a annual fee of $1500 per parking space and an additional 34 parking spaces at a annual fee of $1800 per parking space for a total of 69 parking spaces.
[3] The tenant improvement cost of $2,076,120 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 5 years.

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

DEPARTMENT OF MENTAL HEALTH
OVERVIEW OF THE PROPOSED LEASE COSTS

600 South Commonwealth Avenue, Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	7,949 sq.ft.	8,333 sq.ft.	+384 sq. ft.
Term (years)	Currently in holdover on expired 3-year County lease (terminated – 5/31/19 on month to month)	9 years	+6 years
Annual Base Rent (1)	$208,788 ($26.27 per sq. ft. annually)	$239,991 ($28.80 per sq. ft. annually)	+$31,203 annually
Annual TI Reimbursement	$-0-	$237,605	+237,605
Parking(2)	Included in rent	$54,300	+$54,300
Rental rate adjustment	Annual CPI increase capped at 3 percent per year	Annual 4 percent per year.	+1 percent
Cancellation Provision	At any time, with 6 months' notice	At the end of either the 36th month or 60 month, with at least 180 days prior written notice	Fixed first 5 years and thereafter if right is not exercised

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operations, building maintenance and repairs.

(2) The proposed lease requires that the County pay $125 per parking space per month (2/1000) and may pay for an additional 2/1000 at $150.00 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Department of Mental Health
600 Commonwealth Avenue, 15th Floor

Leased Area (sq.ft.)	8,333	
Term (months)	108	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent	$2.40	$28.80
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (17 parking spaces)	$125	$1,500.00
Additional Parking (16 parking spaces)	$150	$1,800.00
Tenant Improvements	**Lump Sum**	**Amoritized**
	$999,960	$1,188,025

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	9th Year	Total 9 Year Rental Costs
Annual Base Rent Costs [1]	239,991	249,591	259,574	269,957	280,755	291,986	303,665	315,811	328,444	**2,539,774**
Parking Costs [2]	54,300	54,300	54,300	54,300	54,300	54,300	54,300	54,300	54,300	**488,700**
Tenant Improvement Costs [3]	237,605	237,605	237,605	237,605	237,605	0	0	0	0	**1,188,025**
Total Annual Rental Costs	**531,896**	**541,496**	**551,479**	**561,862**	**572,660**	**346,286**	**357,965**	**370,111**	**382,744**	**4,216,499**

[1] Annual base rent includes fixed 4 percent annual increases.
[2] The parking costs includes 17 parking spaces at a annual fee of $1500 per space and an additional 16 spaces at a annual fee of $1800 per parking space for a total of 33 parking spaces.
[3] The tenant improvement cost of $999,960 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 5 years.

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

SPACE SEARCH – 3 MILE RADIUS
600 SOUTH COMMONWEALTH AVENUE, LOS ANGELES

LACO	Name	Address	Proprietor	Ownership Type	Property Use	Gross SqFt	Net SqFt	Vacant
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Board of Supervisors	Leased	Multi Use Bldg - Office	9,906	9,410	NONE
A675	DA - Metro Court/DCFS Metro North/ERCP/Call Center	1933 S Broadway Los Angeles 90007	Children and Family Services	Leased	Multi Use Bldg - Office	148,483	141,059	NONE
A683	Service Integration Pilot Project	1910 Magnolia Ave Los Angeles 90007	Public Social Services	Leased	Multi Use Bldg - Office	1,035	984	NONE
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Public Social Services	Leased	Multi Use Bldg - Office	5,665	5,439	NONE
0237	DCFS - Foster Care Medical Hub Program	4650 Sunset Blvd Los Angeles 90027	Children and Family Services	Gratis Use	Multi Use Bldg - Office	78	78	NONE
0238	Foster Care Clinic Med Hub Program	3250 Wilshire Blvd 3rd Fl Los Angeles 90010	Children and Family Services	Gratis Use	Multi Use Bldg - Office	231	231	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Chief Executive Office (CEO)	Gratis Use	Multi Use Bldg - Office	60,984	60,984	NONE
D015	DPSS - Catholic Charities Computer Center	1530 James M Wood Blvd Los Angeles 90017	Public Social Services	Permit	Multi Use Bldg - Office	200	200	NONE
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Health Services	Permit	Multi Use Bldg - Office	8,000	7,200	NONE
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Auditor-Controller	Leased	Multi Use Bldg - Office	21,500	20,425	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	County Counsel	Leased	Multi Use Bldg - Office	68,314	65,511	NONE
A632	Office of Inspector	312 S Hill St. Grand Central Market Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	9,782	9,293	NONE
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	31,862	21,777	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Health Services	Owned	Multi Use Bldg - Office	221,359	130,143	NONE
10108	Parks and Recreation Planning and Development	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	30,788		NONE
10112	Regional Parks and Open Space District	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office			NONE
5266	Metropolitan Courthouse	1945 S Hill St. Los Angeles 90007	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	303,433	136,422	NONE
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St. Los Angeles 90020	WDACS	Owned	Multi Use Bldg - Office	52,230	40,146	NONE

A369	DCFS - Headquarters Annex	501 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	17,751	15,976	NONE
A413	Human Resources - Wilshire Square Two Building	3333 Wilshire Blvd Los Angeles 90010	Human Resources	Leased	Multi Use Bldg - Office	85,991	72,804	NONE
A425	DCFS - Headquarters Building	425 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	81,912	77,816	NONE
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Mental Health	Owned	Multi Use Bldg - Office	171,651	148,400	NONE
A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd Los Angeles 90010	Sheriff	Leased	Multi Use Bldg - Office	7,755	7,115	NONE
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	62,000	60,140	NONE
L360	DPSS - Metro North/CalWORKs District	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	501,000	40	NONE
X510	Parks & Rec - Le Sage Complex 2 Story Building	510 S Vermont Ave Los Angeles 90020	Public Health	Owned	Multi Use Bldg - Office	31,540	24,835	NONE
A429	CEO - Real Estate Division/Service Integration	222 S Hill St. Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	34,737	30,798	NONE
A424	DPSS - Equitable Plaza Building	3435 Wilshire Blvd Los Angeles 90010	Public Social Services	Leased	Multi Use Bldg - Office	65,871	62,577	NONE
A442	Mental Health - LAPD - Smart Team Office	419 S Spring St. Los Angeles 90013	Mental Health	Gratis Use	Multi Use Bldg - Office	1,000	1,000	NONE
3154	Clara Shortridge Foltz Criminal Justice Center	210 W Temple St. Los Angeles 90012	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	1,036,283	516,275	NONE
3155	Performing Arts Center - De Lisa Building/The Annex	301 N Grand Ave Los Angeles 90012	WDACS	Owned	Multi Use Bldg - Office	27,582	17,978	NONE
0181	Kenneth Hahn Hall of Administration	500 W Temple St. Los Angeles 90012	Board of Supervisors	Owned	Multi Use Bldg - Office	958,090	557,268	NONE
0156	Hall of Records	320 W Temple St. Los Angeles 90012	District Attorney	Owned	Multi Use Bldg - Office	438,095	260,776	NONE
A532	PH Health - Wilshire Metroplex Building	3530 Wilshire Blvd Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	113,027	101,920	NONE
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	46,228	42,065	NONE
B695	PH - Immuniz&Envir Health/Mental Health	695 S Vermont Ave Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	125,622	118,605	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease renewal: Nine and Seven-year Lease agreements for Superior Court, Child Support Services Department, Public Defender and Department of Mental Health – 600 South Commonwealth Avenue, Los Angeles – Second District.

A. Establish Service Function Category – Local administrative office and courthouse.

B. Determination of the Service Area –The proposed lease will allow Superior Court, CSSD, PD and DMH to consolidate administrative functions housed in the building to continue to provide continuity of operations.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Superior Court is most effective within a courthouse and CSSD and PD are most effective when locating administrative functions within close proximity to Superior Court and consolidating administrative functions within one building. DMH also needs to be in this service area. This location meets the service area criteria and remains in an appropriate area.

- Need for proximity to existing County facilities: Superior Court is located in the building, along with CSSD, PD and DMH facilitating the sharing of facility resources.

- Need for proximity to Los Angeles Civic Center: The current site provides a central location, seven miles east of Downtown Los Angeles and is easily accessible by freeway, with access to public transportation.

- Economic Development Potential: N/A

- Proximity to public transportation: The location is adequately served by local transit services including the City of Los Angeles Bus Line.

- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.

- Use of historic buildings: N/A

- Availability and compatibility of existing buildings: There is no space available in existing County-owned buildings to meet the departments service needs.

- Compatibility with local land use plans: The proposed use is consistent with the building's use, zoning, and not in conflict with the goals of the City of Los Angeles. The Department of Public Works inspected the facility and found it suitable for County occupancy. A notification letter has been sent pursuant to Government Code Section 25351.

- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum costs associated with the proposed lease are $6,468,814 which includes base rent of $$2,974,235, parking of $679,500, and up to $2,815,079 in additional TI costs. The rental costs for Superior Court and PD are 100 percent funded from net County costs, which are primarily sourced from County property tax revenues. The costs for Superior Court will be reimbursed to the County from the Judicial Council of the State of California. The rental costs for CSSD is funded 100 percent from State and Federal funds. The rental costs for the DMH are funded by Mental Health Services Act funds and other State and Federal funding sources.

D. Analyze results and identify location alternatives

Based upon the space and service needs of the departments, CBRE surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CBRE, CEO's representative, has established that the annual average rental rate for similar space is $29.17 per square foot per year on a full-service gross basis. Therefore, the base annual rent of $28.80 per square foot per year full-service gross for the proposed lease renewal, represents a rate below the average market rate for the area.

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

The renewal of the subject lease agreements for all of the departments will continue to provide suitable court and office space for administrative programs, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The lease renewals will allow the departments to provide continuity of operations. The cost to move to another location would require additional TIs that would probably further increase overall costs.

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Superior Court

600 COMMONWEALTH, L.P. - Landlord

600 COMMONWEALTH AVENUE

SUITES 300, 400, 1400 & 1600

LOS ANGELES, CA 90005

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Termination Right	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19

17. ALTERATIONS AND ADDITIONS 20
17.1 Landlord Consent 20
17.2 End of Term 20
18. CONDEMNATION 20
18.1 Controlling Terms 20
18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34

30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37
34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES 37

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between 600 COMMONWEALTH, L.P., a California limited partnership ("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 Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division

c. Premises:	Approximately 58,525 rentable square feet, including 18,164 rentable square feet located on the third floor of the Building ("Suite 300"), 2,135 rentable square feet located on the fourth floor of the Building ("Suite 400"), 19,113 rentable square feet located on the fourteenth floor of the Building ("Suite 1400"), and 19,112 rentable square feet located on the sixteenth floor of the Building ("Suite 1600"), as shown on Exhibit A attached hereto (Suites 300, Suite 400, Suite 1400, and Suite 1600 collectively, the Premises).
d. Building:	The building located at 600 Commonwealth Avenue, Los Angeles, CA, 90005, which is currently assessed by the County Assessor as APN 5077-006-011, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Seven (7) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the eighth (8th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$140,460.00 per month (which is based upon a rental rate of $2.40 per rentable square foot, adjustable only as provided in

	Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $1,685,520.00 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	58,525 square feet
k. Initial Departmental Use:	Superior Courts and General office use, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 117 parking spaces) at the Building's prevailing rates, which are currently $125 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $150 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 234 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.

n.	Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o.	Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p.	Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a.	Tenant Improvement Allowance:	$585,250.00 (which is based upon the rate of $10.00 per rentable square foot)
b.	Tenant's TI Contribution:	$7,023,000.00 (which is based upon the rate of $120.00 per rentable square foot)
c.	Change Request Contingency	[Intentionally Omitted]
d.	Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Seven percent (7%) per annum
e.	Tenant's Work Letter Representative:	Bryan Bell
f.	Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g.	Landlord's Address for Work Letter Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 600 COMMONWEALTH, L.P. 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department

h. Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4 Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g., Rent) beyond any applicable notice and cure period, Tenant shall have a two-time right ("Termination Option") to terminate the Lease effective as of either (i) the last day of the thirty-sixth (36th) month of the Term or (ii) the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For

purposes of calculating the Termination Fee, the costs described above shall be amortized over the eighty-four (84) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*

1	$140,460.00	$2.40
2	$146,078.40	$2.50
3	$151,921.54	$2.60
4	$157,998.40	$2.70
5	$164,318.33	$2.81
6	$170,891.07	$2.92
7	$177,726.71	$3.04

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times

cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises

became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided

above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $180.00 per hour (two hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles. Landlord shall, at Tenant's sole cost and expense, relocate the security gating system on the ground floor of the Building to the 16th floor of the Building.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises during Normal Working Hours upon prior written notice (which may be in the form of an email communication) for the purpose of inspecting the Premises for any reasonable

purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Notwithstanding the foregoing, Landlord shall have the right at any and all times, without prior notice, to enter the Premises in the event of an emergency.

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

ii. Federal tax ID number for new owner;

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

iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any

governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

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

cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently one hundred seventeen (117) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $125.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $150.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square

feet of Tenant's leased Premises, which total number is currently two hundred thirty-four (234) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without

limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval

may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the

Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

the right to exercise any and all other remedies available under applicable law.

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the

County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from

the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such thirty (30) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the

Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

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

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

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

LANDLORD:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 600 COMMONWEALTH, L.P. ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 600 Commonwealth Avenue, Los Angeles, CA 90005 ("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 _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:

Tax/S.S. ID#
Signature
Date Email:
Phone No. Fax No.

Lessor Name #1:
Lessor Name #2
Attn: or c/o
Address:
City, State, Zip:
Payable On: 1
Expiration Date Current Status

Amount (as of signature date)
Amount (as of CPI adj. date)
Property Location:

UNIT/ORG# 00000 Lease No: 00000
Doc.ID: GAX Account No
Vendor Code: Disbursement Code: 818
Disbursement Type Warrant
LINE # 01 FUND A01
Ref Doc Code: GAEBL Ref Vendor Line: 1
Ref Doc Dept: RE Ref acctg. Line: 1
Ref Doc ID: Ref Type: Partial

Authorization Initials/Signatures		
Initials	Signature	Level

Acct Period*	Budget FY**	GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	Bill MO FY
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period. ** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.accdb, Report Name: 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from ____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   A. Floors washed and waxed in uncarpeted office area.

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

C. Upholstered furniture vacuumed, plastic and leather furniture wiped

D. Picture moldings and frames dusted.

E. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

B. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

A. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

A. 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.

B. 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.

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

7. AS NEEDED

A. 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.

B. 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.

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

D. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street
3rd Floor
Los Angeles, California 90012

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 600 COMMONWEALTH, L.P., a California limited partnership, ("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 Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: 600 COMMONWEALTH L.P.
a California limited partnership

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and Associate		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	All Employee	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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 600 COMMONWEALTH, L.P., a California limited partnership (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:

600 COMMONWEALTH, L.P.
a California limited partnership
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Child Support Services

600 COMMONWEALTH, L.P. - Landlord

600 COMMONWEALTH AVENUE

SUITE 1800

LOS ANGELES, CA 90005

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Termination Right	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20
18.	CONDEMNATION	20
	18.1 Controlling Terms	20

18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37
34. RIGHT OF FIRST OFFER ~~to Lease Additional Premises~~TO LEASE ADDITIONAL PREMISES 37

35. RIGHT TO RELOCATE.....38

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between 600 COMMONWEALTH, L.P., a California limited partnership ("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 Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 19,113 rentable square feet located on the 18th floor of the Building (defined below), as shown on Exhibit A attached hereto.

d.	Building:	The building located at 600 Commonwealth Avenue, Los Angeles, CA, 90005, which is currently assessed by the County Assessor as APN 5077-006-011, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e.	Term:	~~Nine (9)~~Seven (7) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the ~~tenth (10th)~~eighth (8th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f.	Projected Commencement Date:	[Intentionally omitted]
g.	Irrevocable Offer Expiration Date: (see Section 33)	N/A
h.	Base Rent:	$45,871.20 per month (which is based upon a rental rate of $2.40 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $550,454.40 (adjustable as provided in Section 5 hereof).
i.	Early Termination	Pursuant to Section 4.2
j.	Rentable Square Feet in the Premises:	19,113 square feet
k.	Initial Departmental Use:	Office use for Child Support Services, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l.	Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which

	allocation is currently 38 parking spaces) at the Building's prevailing rates, which are currently $125 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $150 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 76 parking spaces). ~~Notwithstanding the foregoing, the parking rates shall not increase by more than four percent (4.00%) per year.~~ Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	~~$286,695.00~~191,130.00 (which is based upon the rate of $~~15~~10.00 per rentable square foot)
b. Tenant's TI Contribution:	$2,293,560.00 (which is based upon the rate of $120.00 per rentable square foot)
c. Change Request	[Intentionally Omitted]

	Contingency	
d.	Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Seven percent (7%) per annum
e.	Tenant's Work Letter Representative:	Bryan Bell
f.	Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g.	Landlord's Address for Work Letter Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 600 COMMONWEALTH, L.P. 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h.	Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3	Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4	Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have a ~~one~~two-time right ("Termination Option") to terminate the Lease effective as of either (i) the last day of the thirty-sixth (36th) month of the Term, or (ii) the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the ~~sum of the~~ unamortized ~~portion~~ balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For purposes of calculating the Termination Fee, the costs described above shall be amortized over the ~~one hundred eight (108)~~eighty-four (84) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord, If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination

Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1	$45,871.20	$2.40
2	$47,706.05	$2.50
3	$49,614.29	$2.60
4	$51,598.86	$2.70
5	$53,662.82	$2.81

6	$55,809.33	$2.92
7	$58,041.70	$3.04
~~8~~	~~$60,363.37~~	~~$3.16~~
~~9~~	~~$62,777.90~~	~~$3.28~~

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48)

hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently ~~$90~~180.00 per hour (two hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is

not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

ii. Federal tax ID number for new owner;

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

iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

degree to which Tenant's use of the Premises is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising

from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach of default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently thirty-eight (38) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $125.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $150.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently seventy-six (76) parking spaces. ~~Notwithstanding the forgoing, the parking rates shall not increase by more than four percent (4.00%) per year.~~ Tenant acknowledges that all such parking spaces are to be used on a non- exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the

end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install

building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California

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

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to

Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is ~~that has been~~ vacant ~~as of~~as of the Commencement Ddate ~~hereof~~ shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

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

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

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

35. RIGHT TO RELOCATE

By providing written notice to Landlord within one (1) year of the Commencement Date, Tenant shall have a right to relocate to the 17th floor of the Building, commonly known as Suite 1700 ("Relocation Premises"), under the same economic terms contained in this Lease and associated Landlord's Work Letter, except that the Base Rent shall be equitably adjusted to reflect the rentable square feet of the Relocation Premises. Tenant may elect to have Landlord construct any improvements in the Relocation Premises pursuant to the provisions of Landlord's Work Letter in lieu of constructing such improvements in the Premises.

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

LANDLORD:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 600 COMMONWEALTH, L.P.("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 600 Commonwealth Avenue, Los Angeles, CA 90005 ("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 _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

600 COMMONWEALTH, L.P.
a California limited partnership

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:

Tax/S.S. ID#
Signature
Date Email:
Phone No. Fax No.

Amount (as of signature date)
Amount (as of CPI adj. date)
Property Location:

Lessor Name #1:
Lessor Name #2
Attn: or c/o
Address:
City, State, Zip:
Payable On: 1
Expiration Date Current Status

UNIT/ORG# 00000 Lease No: 00000
Doc.ID: GAX Account No
Vendor Code: Disbursement Code: 818
Disbursement Type Warrant
LINE # 01 FUND A01
Ref Doc Code: GAEBL Ref Vendor Line: 1
Ref Doc Dept: RE Ref acctg. Line: 1
Ref Doc ID: Ref Type: Partial

Authorization Initials/Signatures		
Initials	Signature	Level

Acct Period*	Budget FY**	GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL NO PY
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period. ** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.accdb. Report Name: 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street
3rd Floor
Los Angeles, California 90012

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 600 COMMONWEALTH, L.P., a California limited partnership, ("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 Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: 600 COMMONWEALTH. L.P.
a California limited partnership

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 600 COMMONWEALTH, L.P., a California limited partnership (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:

600 COMMONWEALTH, L.P.
a California limited partnership
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Public Defender

600 COMMONWEALTH, L.P. - Landlord

600 COMMONWEALTH AVENUE

SUITE 400, 450 & 500

LOS ANGELES, CA 90005

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Termination Right	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20
18.	CONDEMNATION	20
	18.1 Controlling Terms	20

18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37
34. RIGHT OF FIRST OFFER to Lease Additional Premises 37

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between 600 COMMONWEALTH, L.P., a California limited partnership ("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 Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 17,301 rentable square feet located on the 4th & 5th Floor of the Building (defined below), as shown on Exhibit A attached hereto.

d. Building:	The building located at 600 Commonwealth Avenue, Los Angeles, CA, 90005, which is currently assessed by the County Assessor as APN 5077-006-011, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Nine (9) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the tenth (10^{th}) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$41,522.40 per month (which is based upon a rental rate of $2.40 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $498,268.80 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	17,301 square feet
k. Initial Departmental Use:	Office use for Public Defender, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 35 parking spaces) at the

	Building's prevailing rates, which are currently $125 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $150 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 69 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201__ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201__ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	$259,515.00 (which is based upon the rate of $15.00 per rentable square foot)
b. Tenant's TI Contribution:	$2,076,120.00 (which is based upon the rate of $120.00 per rentable square foot)
c. Change Request	[Intentionally Omitted]

Contingency	
d. Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Seven percent (7%) per annum
e. Tenant's Work Letter Representative:	Bryan Bell
f. Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g. Landlord's Address for Work Letter Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 600 COMMONWEALTH, L.P. 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h. Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4 Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate the Lease effective as of the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For purposes of calculating the Termination Fee, the costs described above shall be amortized over the one hundred eight (108) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant

and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1	$41,522.40	$2.40
2	$43,183.30	$2.50
3	$44,910.63	$2.60
4	$46,707.05	$2.70
5	$48,575.34	$2.81
6	$50,518.35	$2.92

7	$52,539.08	$3.04
8	$54,640.65	$3.16
9	$56,826.27	$3.28

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48)

hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $180.00 per hour (two hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is

not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

ii. Federal tax ID number for new owner;

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

iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

degree to which Tenant's use of the Premises is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising

from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach of default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently thirty-five (35) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $125.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $150.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently sixty-nine (69) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to

Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install

building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California

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

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure

is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the

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

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

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

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

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

LANDLORD:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name: Phillip Lee
Its: President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 600 COMMONWEALTH, L.P.("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 600 Commonwealth Avenue, Los Angeles, CA 90005 ("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 _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:

Tax/S.S. ID#
Signature
Date Email:
Phone No. Fax No.

Lessor Name #1:
Lessor Name #2
Attn: or c/o
Address:
City, State, Zip:
Payable On: 1
Expiration Date Current Status

Amount (as of signature date)
Amount (as of CPI adj. date)
Property Location:

UNIT/ORG# 00000 Lease No: 00000
DocID: GAX Account No
Vendor Code: Disbursement Code: 816
Disbursement Type Warrant
LINE # 01 FUND A01

Ref Doc Code: GAEBL Ref Vendor Line: 1
Ref Doc Dept: RE Ref acctg. Line: 1
Ref Doc ID: Ref Type: Partial

Authorization Initials/Signature		
Initials	Signature	Level

Acct Period*	Budget FY**	GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL MO FY
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period. ** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.eccdb. Report Name: 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 600 COMMONWEALTH, L.P., a California limited partnership, ("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 Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: 600 COMMONWEALTH. L.P.,
a California limited partnership

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 600 COMMONWEALTH, L.P., a California limited partnership (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:

600 COMMONWEALTH, L.P.
a California limited partnership
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

BASE RENT SCHEDULE

Public Defender/ 600 Commonwealth **17,301 RSF**

Months	Rate	Months Paid	Months	Annual	Monthly Rent	Total Rent
1 - 12	$2.40	12	12	$28.80	$41,522.40	$498,268.80
13 - 24	$2.49600	12	12	$29.95	$43,183.30	$518,199.55
25 - 36	$2.60	12	12	$31.15	$44,910.63	$538,927.53
37 - 48	$2.70	12	12	$32.40	$46,707.05	$560,484.64
49 - 60	$2.81	12	12	$33.69	$48,575.34	$582,904.02
61 - 72	$2.92	12	12	$35.04	$50,518.35	$606,220.18
73 - 84	$3.04	12	12	$36.44	$52,539.08	$630,468.99
85 - 96	$3.16	12	12	$37.90	$54,640.65	$655,687.75
97 - 108	$3.28	12	12	$39.41	$56,826.27	$681,915.26
Effective Rate/Totals	$2.8221	108	108	$304.78	N/A	$5,273,076.72
Annual Effective	$33.86					

BASE RENT SCHEDULE

Commission Schedule - New Leases - "Tenant Representative"

Year	Tenant	Listing	Co-Listing	Override 1.00%	Total
Year 1	4.00%	2.00%	0.00%	1.00%	7.000%
Year 2	4.00%	2.00%	0.00%	1.00%	7.000%

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Department of Mental Health

600 COMMONWEALTH, L.P. - Landlord

600 COMMONWEALTH AVENUE

SUITE 1500

LOS ANGELES, CA 90005

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Early Termination	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20

18. CONDEMNATION 20
18.1 Controlling Terms 20
18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35

33. IRREVOCABLE OFFER.....37
34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.....37

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between 600 Commonwealth, L.P., a California limited partnership ("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 Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 8,333 rentable square feet located on the 15th Floor of the Building (defined below), as shown on Exhibit A attached hereto.

d. Building:	The building located at 600 Commonwealth Avenue, Los Angeles, CA, 90005, which is currently assessed by the County Assessor as APN 5077-006-011, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Nine (9) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the tenth (10^{th}) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$19,999.20 per month (which is based upon a rental rate of $2.40 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $239,990.40 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	8,333 square feet
k. Initial Departmental Use:	Office use for the Department of Mental Health, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 17 parking spaces) at the

	Building's prevailing rates, which are currently $125 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $150 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 33 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	$124,995.00 (which is based upon the rate of $15.00 per rentable square foot)
b. Tenant's TI Contribution:	$999,960.00 (which is based upon the rate of $120.00 per rentable square foot)
c. Change Request Contingency	[Intentionally Omitted]
d. Tenant Improvement Amortization Rate and	Seven percent (7%) per annum

	Change Request Amortization Rate:	
e.	Tenant's Work Letter Representative:	Bryan Bell
f.	Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g.	Landlord's Address for Work Letter Notice:	600 COMMONWEALTH, L.P. 600 Commonwealth Ave, Suite 1250 Los Angeles, CA 90005 Attn: Property Manager With a copy to: 600 COMMONWEALTH, L.P. 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h.	Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3	Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4	Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g., Rent) beyond any applicable notice and cure period, Tenant shall have a two-time right ("Termination Option") to terminate the Lease effective as of either (i) the last day of the thirty-sixth (36th) month of the Term or (ii) the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For purposes of calculating the Termination Fee, the costs described above shall be amortized over the one hundred eight (108) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights

contained in this Section 4.2 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1	$19,999.20	$2.40
2	$20,799.17	$2.50
3	$21,631.13	$2.60
4	$22,496.38	$2.70
5	$23,396.24	$2.81
6	$24,332.08	$2.92

7	$25,305.37	$3.04
8	$26,317.58	$3.16
9	$27,370.29	$3.28

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could

cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48)

hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $180.00 per hour (two hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is

not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

ii. Federal tax ID number for new owner;

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

iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

degree to which Tenant's use of the Premises is impaired by such Condemnation.

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising

from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors, licensees, guests, or visitors, or arising from any breach of default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently seventeen (17) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $125.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $150.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently thirty three (33) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to

Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install

building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California

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

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency

has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional

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

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

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

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

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

LANDLORD:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name: Phillip Lee
Its: President

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 600 COMMONWEALTH, L.P.("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 600 Commonwealth Avenue, Los Angeles, CA 90005 ("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 _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

600 COMMONWEALTH, L.P.,
a California limited partnership

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:

Tax/S.S. ID#
Signature
Date Email:
Phone No. Fax No.

Lessor Name #1:
Lessor Name #2
Attn: or c/o
Address:
City, State, Zip:
Payable On: 1
Expiration Date Current Status

Amount (as of signature date)
Amount (as of CPI adj. date)
Property Location:

UNIT/ORG# 00000 Lease No: 00000
Doc.ID: GAX Account No
Vendor Code: Disbursement Code: 816
Disbursement Type Warrant
LINE # 01 FUND A01

Ref Doc Code: GAEBL Ref Vendor Line: 1
Ref Doc Dept: RE Ref acctg. Line: 1
Ref Doc ID: Ref Type: Partial

Initials	Signature	Level

Acct Period*	Budget FY** GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Det Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL NO PY
	01															
	013															
	014															
	015															

* Leave Blank except for 13th Accounting Period.

** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.accdb. Report Name: 00000-00000_17-18

LEGAL DESCRIPTION OF PREMISES

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012

Space above for Recorder's Use

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 600 COMMONWEALTH, L.P., a California limited partnership, ("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 Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: 600 COMMONWEALTH. L.P.
a California limited partnership

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 600 COMMONWEALTH, L.P., a California limited partnership (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:

600 COMMONWEALTH, L.P.,
a California limited partnership
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/4/2020	
SUPERVISORIAL DISTRICT AFFECTED	2	
DEPARTMENT	Public Social Services (DPSS)	
SUBJECT	Approval of a proposed eight-year lease agreement to replace the existing lease for DPSS' continued use of 70,791 square feet of space and up to 283 parking spaces at an additional cost for various direct service programs.	
PROGRAM	Metro North District office for its direct service programs including CalWORKs, CalFRESH, Medi-Cal, and CAPI.	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The existing lease expired on April 30, 2019 and has been on a month-to-month holdover basis with a 120 percent penalty since that time.	
COST & FUNDING	Total cost: $33,746,351 for rent, parking, and TI costs over eight years. The Landlord shall provide a base TI allowance of $15 per rentable square foot i.e., $1,061,865 for minor improvements to the Premises including carpet, paint and related upgrades. The Landlord shall also provide an additional TI allowance of $120 per rentable square foot i.e.$11,118,472 as the County's lump sum TI contribution for any future tenant improvement work to be identified by the Tenant Department. If the Landlord advances the County's TI contribution, this amount may be amortized over the prorated lease term remaining at completion of the TI work with interest at 7 percent.	Funding source: 83.84% by State and Federal funds 16.16% net County Cost
	TERMS (if applicable): The Landlord has remeasured the existing premises resulting in an increase of 8,791 in the total amount of rentable square footage from 62,000 rentable square feet to 70,791 rentable square feet. Landlord has now bifurcated the base rent, designating the entire 10,580 square feet of street adjacent ground floor space as retail space (Premises A) and charging a higher premium rental amount of $3.50 per square foot for Premises A. The remaining 60,211 square feet of space in the Premises is designated as office space (Premises B) and the rental rate is $2.20 per square foot for Premises B. The proposed lease provides for an annual rental increase fixed at 4% on a full-service gross basis. The County can lease up to a total of 283 on-site parking spaces at an additional cost as follows: the first 142 parking spaces is $130/unreserved space/month and the remaining 141 parking spaces is $156/unreserved space/month. The County may terminate the lease on the last day of the 60th month of the lease term upon nine months prior written notice.	
	Explanation: Funding for the proposed lease is included in the Fiscal Year 2019-2020 Rent Expense budget and will be billed back to DPSS.	
CO-WORK SPACE ASSESSMENT	Dean Lehman and Miguel Covarrubias spoke to the ISD coworking office space contact Patrick Grunbok of WeWork at 310-971-3334 about long-term leases and he have informed us that their co-work office space is not suited for long term occupancy since it is not financially viable for long term occupancy in comparison to rental costs of traditional long-term space, especially for office space needs of this size. Our representative at CBRA researched the co-working spaces in the area and found that there are no co-working centers of substantial size in the Mid-Wilshire or Park Mile districts (2000 – 4000 blocks of Wilshire). Co-Working companies that have been researched in order to make this statement include WeWork, Industrious, Regus/Spaces, Premier Business Centers, NeueHouse & FlexWorkspace.	

	Much of this research was done on-line: however, several Co-Working companies were spoken to directly to confirm the information, including Mr. Sorai Mehaus of Regus/Spaces 855-400-3575, Mr. Marty Long of Industrious 678-764-5278 and Mr. Anthony Gatti for WeWork 310-550-2500.
PURPOSE OF REQUEST	Approval of the recommended actions will continue to provide the necessary office space required for this County requirement.
BACKGROUND (include internal/external issues that may exist)	DPSS is seeking an eight (8) year lease for continued use 70,791 square feet of space and up to 283 on-site parking spaces at an additional cost located at 2601 Wilshire Boulevard, Los Angeles. The proposed lease provides DPSS with continued occupancy for its CalWORKs (cash assistance), CalFRESH (food assistance), Medi-Cal (health care assistance) and CAPI (cash assistance for immigrants) direct service programs which serves the north and west areas of downtown Los Angeles, and other adjacent communities. The lease expired on April 30, 2019 and has been on a holdover basis with a 120% penalty since that time.
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael Navarro, Chief Program Specialist 213-974-4364 mnavarro@ceo.lacounty.gov

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 4, 2020

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

Dear Supervisors:

EIGHT-YEAR LEASE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
2601 WILSHIRE BOULEVARD, LOS ANGELES
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Approval of a proposed eight-year lease agreement to replace the existing lease for the Department of Public Social Services' (DPSS) continued use of 70,791 square feet of space and use of up to 283 on-site parking spaces at an additional cost for various direct service programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease agreement is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease agreement with 211 EAST OCEAN, LLC, (Landlord), at 2601 Wilshire Boulevard, Los Angeles, for approximately 70,791 square feet of office space and up to 283 parking spaces at an additional cost. The estimated maximum first year cost of the proposed lease, including rent, parking and tenant improvement costs is $3,909,212. The rental costs are 83.84 percent subvened from State and Federal funds and 16.16 percent net County cost.

3. Authorize the Chief Executive Officer, or her designee, to reimburse Landlord up to $11,118,472 for County's Tenant Improvement (TI) contribution, which is based on the County's TI contribution if fully expended and includes interest if fully amortized. The County's TI contribution will either be paid in a lump sum payment of $8,494,920 or amortized over eight years at 7 percent interest per annum.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPSS has occupied the facility located at 2601 Wilshire Boulevard, Los Angeles, since May 1999, when it was initially built-out for County use serving as its Metro North District office. The proposed action would provide DPSS with continued occupancy for its CalWORKs, CalFRESH, Medi-Cal, and CAPI direct service programs serving the north and west areas of downtown Los Angeles, and other adjacent communities.

CalWORKs implements financial assistance to eligible needy families with children to assist in paying for housing, food, utilities, clothing, medical care, and other necessary expenses. CalFRESH furnishes food benefits to individuals and families with low-income and provides economic benefits to communities. Medi-Cal offers health care programs and services to residents throughout Los Angeles county. CAPI provides cash assistance to certain age, blind, and disabled legal non-citizens ineligible for Supplemental Social Security Income/State Supplemental Payment due to their immigration status.

The existing lease expired on April 30, 2019 and has been on a month-to-month holdover basis with a 120 percent penalty since that time. The DPSS' Master Space Plan recommends that DPSS remain at this facility due to its convenient location to clients and proximity to various public transportation routes, as well as the high costs associated with a potential relocation, which were deemed too prohibitive and economically unfavorable at this time.

Approval of the recommended action will find that the proposed lease agreement is exempt from CEQA and will allow DPSS to continue their operations at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - *"Make Investments That Transform Lives"* - provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex social challenges – one person at a time. The proposed lease amendment supports this goal with a facility that provides proper accommodations for office space in a conveniently located facility with adequate space for employees,

collaborators, and clients. The proposed lease agreement is in conformance with the Asset Management Principles, as outlined in Attachment A.

FINANCIAL IMPACT/FINANCING

The proposed lease agreement will have the following financial impact:

- The Landlord has conducted a remeasurement of the existing premises (Premises), which is allowed by industry standards in accordance with Building Owners and Managers Association (BOMA), which has resulted in an increase of 8,791 in the total amount of rentable square footage from 62,000 rentable square feet to 70,791 rentable square feet.

- Additionally, the Landlord has now bifurcated the base rent, designating the entire 10,580 square feet of street adjacent ground floor space as retail space (Premises A) and charging a higher premium monthly rental amount of $3.50 per square foot for Premises A. The remaining 60,211 square feet of space in the Premises is designated as office space (Premises B) and the monthly rental rate is $2.20 per square foot for Premises B.

- The base rent is subject to annual increases fixed at 4 percent per annum.

- The proposed lease is on a full-service gross basis whereby 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.

- The County shall have the right to lease up to a total of 283 on-site parking spaces at an additional cost as follows: the monthly cost for the first 142 parking spaces is $130 per unreserved space and the monthly cost for the remaining 141 parking spaces is $156 per unreserved space. In 1999 when the existing lease originally commenced, parking was included in the lease rate. However, the market has changed, and the Landlord is requiring that the County pay separately for parking.

- The Landlord shall provide a base TI allowance of $15 per rentable square foot i.e., $1,061,865 for minor improvements to the Premises including carpet, paint and related upgrades. The Landlord shall also provide an additional TI allowance of $120 per rentable square foot i.e.$11,118,472 as the County's lump sum TI contribution for any future tenant improvement work to be identified by the Tenant Department. If the Landlord advances the County's TI contribution, this amount may be amortized over the prorated lease term remaining at completion of the TI work with interest at 7 percent.

- The aggregate costs associated with the proposed lease agreement over the entire eight-year term is $33,743,351 as shown on Attachment B.

Sufficient funding to cover the proposed rent, parking, and County TI costs for the first year will be appropriated in the Rent Expense Budget with the Fiscal Year (FY) 2019-20 Mid-year Budget adjustment to cover additional lease costs of $2,345,060 associated with this agreement. DPSS has sufficient funding in its FY 2019-20 operating budget to cover the proposed rent, parking, County TI costs, and Low Voltage Items for the first year. Beginning in FY 2020-21, ongoing funding for costs associated with the proposed agreement will be part of the budget for DPSS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- A cancellation provision that allows the County to terminate the proposed lease on the last day of the 60th month of the lease term upon nine months prior written notice.

- Should the County be in holdover during the first twelve months following expiration of the proposed lease term, the base rent shall increase to 125 percent of the last base rent. Commencing on the thirteenth month of holdover, the base rent at expiration shall be increased to 150 percent of the last base rent.

- The proposed lease agreement will become effective upon approval by the Board, and the new term and rent will commence upon full execution of the proposed lease agreement.

The Chief Executive Office (CEO), through its broker representative, CBRE, conducted a market search within the project area to determine the availability of comparable office space options. Based upon a review of available industry data, CBRE has established that the annual rental average for similar retail space is $42.00 on a triple net basis. The proposed retail space base rent of $42.00 is better than the annual rental average because it is provided on a full-service gross basis thereby avoiding additional costs and expenses to the County. The annual rental average for similar office space is determined to be $29.16 on a full-service gross basis. The proposed office space base rent of $26.40 is below the annual rental average for the mid-Wilshire area. CBRE has negotiated the proposed transaction on the County's behalf and determined that the negotiated terms are economically favorable to the County and recommends that the County proceed with the proposed transaction. Based on CBRE's analysis and recommendation, we concur that the proposed facility is the most suitable to meet the County's space requirements.

The available co-working office spaces in the subject area were assessed and found to be more expensive and not operationally effective for the requested space needs as defined by the department. Additionally, adequate parking is not usually provided by co-working office space providers which would require parking to be acquired separately, often at a higher cost, and not within proximity to the subject facility.

Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for this requirement.

A notification letter to the City of Los Angeles has been sent as required by Government Code Section 25351. County Counsel has reviewed the attached proposed lease agreement and approved it as to form.

The proposed lease agreement will continue to provide an appropriate location for the programs, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease agreement will continue to adequately provide the necessary space for this County requirement. DPSS concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one certified copy of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division, at 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:DPH:DL
JLC:MN:RL:ls

Enclosures

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

ATTACHMENT A

DEPARTMENTS OF HEALTH SERVICES/CHIEF EXECUTIVE OFFICE
HUMAN RESOURCES/CONSUMER AND BUSINESS AFFAIRS
2601 WILSHIRE BOULEVARD, LOS ANGELES

Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?			**X**
	B	Does lease co-locate with other functions to better serve clients?			**X**
	C	Does this lease centralize business support functions?			**X**
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2] **Ratio is approx. 260sf per person due to direct service programs set up.**		**X**	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?	**X**		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	**X**		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? 100% NCC		**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 attached as Attachment C (aka "Space Search")?	**X**		
	G	Was build-to-suit or capital project considered?[2] **County already occupies facility and a capital project was not considered.**		**X**	
3.	**Portfolio Management**				
	A	Did department utilize 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. X The program clientele requires a "stand alone" facility**.**			
		2. __ No suitable County occupied properties in project area.			
		3**.** ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full-service lease?	**X**		
	F	Has growth projection been considered in space request?			**X**
	G	Has the Dept. of Public Works completed seismic review/approval?[1]	**X**		

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

[2]If not, why not?

COMPARISON OF PROPOSED LEASE AND EXISTING LEASE

2601 Wilshire Blvd., Los Angeles	**Existing Lease(s)**	**Proposed Lease**	**Change**
Area (Square Feet)	Office: 62,000sf	Retail: 10,580sf (Premises A) Office: 60,211sf (Premises B)	+8,791 sf due to remeasurement as allowed by industry standards
Term (years)	Twenty years (5/1/1999-4/30/2019) currently on month-to-month holdover	Eight years	-12 years
Annual Base Rent	$1,564,152 ($25.23 sq. ft. annually)	Premises A-$444,360 ($42.00 sq. ft. annually) Premises B-$1,589,571 ($26.40 sq. ft. annually)	+$469,779
Annual Parking Cost	$0	$485,472 (142 spaces @ $130) (141 spaces @ $156)	+$485,472
Base TI Allowance	N/A	$1,389,809	+$1,389,809
Cancellation	County on 1st day of 97th mo. through last day of 98th mo.	County on last day of 60th mo. upon 9 mos. prior written notice	None
Rental adjustment	Annual CPI increases not higher than 4 percent and lower than 2 percent	Annual increases fixed at 4 percent	+2 percent

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Department of Public Social Services
2601 Wilshire Boulevard

Leased Area (sq.ft.)	70,791	
Term (months)	96	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent (Premises A, 10,580 sq. ft.)	$3.50	$42.00
Base Rent (Premises B, 60,211 sq. ft.)	2.20	26.40
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (142 parking spaces)	$130	$1,560
Additional Parking (141 parking spaces)	$156	$1,872
	Lump Sum	**Amortized**
Tenant Improvement	$8,494,920	$11,118,464.25

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
Annual Base Rent Costs (Premises A) [1]	444,360	462,135	480,620	499,845	519,839	540,632	562,258	584,748	**4,094,437**
Annual Base Rent Costs (Premises B)	1,589,571	1,653,154	1,719,280	1,788,051	1,859,573	1,933,956	2,011,314	2,091,767	**14,646,666**
Parking Costs [2]	485,472	485,472	485,472	485,472	485,472	485,472	485,472	485,472	**3,883,776**
Tenant Improvement Costs [3]	1,389,809	1,389,809	1,389,809	1,389,809	1,389,809	1,389,809	1,389,809	1,389,809	**11,118,472**
Total Annual Rental Costs	**3,909,212**	**3,990,570**	**4,075,181**	**4,163,177**	**4,254,693**	**4,349,869**	**4,448,853**	**4,551,796**	**33,743,351**

[1] The annual base rent for premises A and B includes fixed 4 percent annual increases.

[2] The parking costs includes 142 parking spaces at approximately $1560 per space per year and an additional 141 parking spaces at approximately $1872 per space per year.

[3] The tenant improvement cost of $8,494,920 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 8 years.

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

ATTACHMENT C

DEPARTMENT OF PUBLIC HEALTH
SPACE SEARCH – 3 MILE RADIUS
2601 WILSHIRE BOULEVARD, LOS ANGELES

LACO	Name	Address	Proprietor	Ownership Type	Property Use	Gross SqFt	Net SqFt	Vacant
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Board of Supervisors	Leased	Multi Use Bldg - Office	9,906	9,410	NONE
A675	DA - Metro Court/DCFS Metro North/ERCP/Call Center	1933 S Broadway Los Angeles 90007	Children and Family Services	Leased	Multi Use Bldg - Office	148,483	141,059	NONE
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Public Social Services	Leased	Multi Use Bldg - Office	5,665	5,439	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Chief Executive Office (CEO)	Gratis Use	Multi Use Bldg - Office	60,984	60,984	NONE
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Health Services	Permit	Multi Use Bldg - Office	8,000	7,200	NONE
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Auditor-Controller	Leased	Multi Use Bldg - Office	21,500	20,425	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	County Counsel	Leased	Multi Use Bldg - Office	68,314	65,511	NONE
A632	Office of Inspector	312 S Hill St. Grand Central Market Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	9,782	9,293	NONE
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	31,862	21,777	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Health Services	Owned	Multi Use Bldg - Office	221,359	130,143	NONE
10108	Parks and Recreation Planning and Development	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	30,788		NONE
10112	Regional Parks and Open Space District	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office			NONE
5266	Metropolitan Courthouse	1945 S Hill St. Los Angeles 90007	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	303,433	136,422	NONE
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St. Los Angeles 90020	WDACS	Owned	Multi Use Bldg - Office	52,230	40,146	NONE
A369	DCFS - Headquarters Annex	501 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	17,751	15,976	NONE

A413	Human Resources - Wilshire Square Two Building	3333 Wilshire Blvd Los Angeles 90010	Human Resources	Leased	Multi Use Bldg - Office	85,991	72,804	NONE
A425	DCFS - Headquarters Building	425 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	81,912	77,816	NONE
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Mental Health	Owned	Multi Use Bldg - Office	171,651	148,400	NONE
A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd Los Angeles 90010	Sheriff	Leased	Multi Use Bldg - Office	7,755	7,115	NONE
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	62,000	60,140	NONE
L360	DPSS - Metro North/CalWORKs District	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	501,000	40	NONE
X510	Parks & Rec - Le Sage Complex 2 Story Building	510 S Vermont Ave Los Angeles 90020	Public Health	Owned	Multi Use Bldg - Office	31,540	24,835	NONE
A429	CEO - Real Estate Division/Service Integration	222 S Hill St. Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	34,737	30,798	NONE
A424	DPSS - Equitable Plaza Building	3435 Wilshire Blvd Los Angeles 90010	Public Social Services	Leased	Multi Use Bldg - Office	65,871	62,577	NONE
3154	Clara Shortridge Foltz Criminal Justice Center	210 W Temple St. Los Angeles 90012	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	1,036,283	516,275	NONE
3155	Performing Arts Center - De Lisa Building/The Annex	301 N Grand Ave Los Angeles 90012	WDACS	Owned	Multi Use Bldg - Office	27,582	17,978	NONE
0181	Kenneth Hahn Hall of Administration	500 W Temple St. Los Angeles 90012	Board of Supervisors	Owned	Multi Use Bldg - Office	958,090	557,268	NONE
0156	Hall of Records	320 W Temple St. Los Angeles 90012	District Attorney	Owned	Multi Use Bldg - Office	438,095	260,776	NONE
A532	PH Health - Wilshire Metroplex Building	3530 Wilshire Blvd Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	113,027	101,920	NONE
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	46,228	42,065	NONE
B695	PH - Immuniz&Envir Health/Mental Health	695 S Vermont Ave Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	125,622	118,605	NONE

ATTACHMENT D

FACILITY LOCATION POLICY ANALYSIS

Proposed sublease renewal: Lease for existing space for DPSS -- 2601 Wilshire Boulevard, Los Angeles – Second District.

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area – The proposed lease will allow DPSS to use the facility to house its Metro North District office providing various continued direct service programs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population**:** This location meets the needs of DPSS and remains in an appropriate area**.**
- 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 facility is located near freeways and is served by various public transportation routes.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to accommodate the Departmental needs. Staff has occupied this location since May 1999.
- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for retail and office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum costs associated with the proposed lease are $2,519,403, including rent, parking and TI costs. Rental costs for DPSS are funded primarily by State and Federal funds at a rate of 83.84 percent.

D. Analyze results and identify location alternatives

Based upon the space and service needs of the impacted programs, CEO surveyed the service area and was unable to identify any other alternative sites in the surveyed area that could accommodate this same requirement.

Based upon a review of available industry data, the County's authorized agent, CBRE has established that the annual rental average for similar retail and office space is $42.00 per square foot on a triple net basis and $26.40 per square foot per year on a full-service gross basis, respectively. Thus, the base annual rent of $42.00 full-service gross for the proposed retail space and $26.40 full-service gross for the office space, excluding parking, represents rates that are below the market average for the area. Attachment C shows all County-owned and leased facilities within the surrounding service area and there are no County-owned or leased facilities available for the programs.

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

Authorization of the proposed lease for DPSS will continue to provide suitable space to operate its direct service programs in this Metro North District office location, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The cost of comparable sites was higher per square foot and would require additional tenant improvements that would further increase overall costs.

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Department of Social Services

211 EAST OCEAN, LLC – Landlord

2601 WILSHIRE BOULEVARD

SUITES GROUND FLOOR, B, 100, 200, 300, and 400

LOS ANGELES, CALIFORNIA 90057

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Early Termination	
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Tenant Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20
18.	CONDEMNATION	20
	18.1 Controlling Terms	20

18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37
34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES 37

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between 211 EAST OCEAN, LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

a. Landlord's Address for Notice:	211 EAST OCEAN, LLC 520 S. LaFayette Park Place, Suite 102 Los Angeles, CA 90057 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 10,580 rentable square feet located on the entire ground floor of the Building (defined below) ("Premises A"), and approximately 60,211 rentable square feet

	located on the first (1st), second (2nd), third (3rd), and fourth (4th) floors of the Building known as Suites B, 100, 200, 300, and 400 ("Premises B"), as shown on Exhibit A attached hereto (Premises A and Premises B collectively, the "Premises").
d. Building:	The building located at 2601 Wilshire Boulevard, Los Angeles, California, 90057, which is currently assessed by the County Assessor as APN 5141-009-019, commonly known as 2601 Wilshire, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Eight (8) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the ninth (9th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$37,030.00 per month for Premises A (which is based upon a rental rate of $3.50 per rentable square foot, adjustable only as provided in Section 5 hereof) and $132,464.20 per month for Premises B (which is based upon a rental rate of $2.20 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $444,360.00 for Premises A and $1,589,570.40 for Premises B (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2

j. Rentable Square Feet in the Premises:	10,580 square feet in Premises A and 60,211 square feet in Premises B.
k. Initial Departmental Use:	Office use for the Department of Social Services, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 142 parking spaces) at the Building's prevailing rates, which are currently $130 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $156 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 283 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	$1,061,865.00 (which is based upon the rate of $15.00 per rentable square foot)
b. Tenant's TI Contribution:	$8,494,920.00 (which is based upon the rate of $120.00 per rentable square foot)
c. Change Request Contingency	[Intentionally Omitted]
d. Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Seven percent (7 %) per annum
e. Tenant's Work Letter Representative:	Bryan Bell
f. Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g. Landlord's Address for Work Letter Notice:	211 EAST OCEAN, LLC 520 S. LaFayette Park Place, Suite 102 Los Angeles, CA 90057 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h. Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate

1.3 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4 Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g. Rent) beyond any applicable notice and cure period, Tenant shall have a one-time right ("Termination Option") to terminate the Lease effective as of the last day of the sixtieth (60th) month of the Term ("Termination Date"), by giving no less than nine (9) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For purposes of calculating the Termination Fee, the costs described above shall be amortized over the ninety-six (96) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be

exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent for Premises A and Premises B shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent for the Premises shall be as follows:

Year of Term	*Monthly Installment of Premises A Base Rent*	*Rate per Rentable Square Foot Premises A*	*Monthly Installment of Premises B Base Rent*	*Rate Per Rentable Square Foot Premises B*
1	$37,030.00	$3.50	$132,464.20	$2.20
2	$38,511.20	$3.64	$137,762.77	$2.29
3	$40,051.65	$3.79	$143,273.28	$2.38
4	$41,653.71	$3.94	$149,004.21	$2.47
5	$43,319.86	$4.09	$154,964.38	$2.57

6	$45,052.66	$4.26	$161,162.95	$2.68
7	$46,854.76	$4.43	$167,609.47	$2.78
8	$48,728.95	$4.61	$174,313.85	$2.90

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Tenant Obligations

a. The Lease will be a modified gross lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Tenant, except as provided in this subsection (a). Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlord's sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling;

vii. Tenant signage; and

viii. emergency exit signage and battery replacement

Tenant shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time

10.3 Tenant Obligations

Without limiting Tenant's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or

circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish, at Tenant's sole cost and expense, heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and

pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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, at Tenant's sole cost and expense, shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

Tenant, at its sole cost and expense, shall be solely responsible for maintaining reasonable janitorial service for the Premises five (5) nights per week (holidays excluded), generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Tenant at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

11.2 Utilities

Notwithstanding anything in the Lease to the contrary, Tenant 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 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 Tenant fails or refuses to pay any or all of such charges when due, Landlord may give Tenant ten (10) calendar days prior written notice and thereafter pay directly such charges, which charges shall be reimbursed by Tenant to Landlord immediately upon demand.

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

If Landlord sells or conveys the Building, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and Landlord shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the

transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

   ii. Federal tax ID number for new owner;

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

   iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant, its officers, employees, agents, contractors,

licensees, guests, or visitors, or arising from any breach of default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, or invitees.

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently one hundred forty two (142) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $130.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $156.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently two hundred eighty three (283) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5.

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the

end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

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

22.2 Landlord Indemnity

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

arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install

building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing, and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California

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

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency

has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional

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

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

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

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

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

LANDLORD:

211 EAST OCEAN, LLC,
a Delaware limited liability company

By: _____
Name: JAIME CEC
Its: EVP

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 211 East Ocean, LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 2601 Wilshire Blvd., Los Angeles, CA 90057 ("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 _____ rentable square feet of space.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

211 EAST OCEAN, LLC,
a Delaware limited liability company

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:		Lessor Name #1:		UNIT/ORG# 00000	Lease No: 00000	Authorization Initials/Signatures		
Tax/S.S. ID#		Lessor Name #2				Initials	Signature	Level
Signature		Attn: or c/o		Doc.ID: GAX	Account No			
Date	Email:	Address:		Vendor Code:	Disbursement Code: 818			
Phone No.	Fax No.	City, State, Zip:		Disbursement Type Warrant				
		Payable On:	1		LINE # 01 FUND A01			
Amount (as of signature date)		Expiration Date	Current Status	Ref Doc Code: GAEBL	Ref Vendor Line: 1			
Amount (as of CPI adj. date)				Ref Doc Dept: RE	Ref acctg. Line: 1			
Property Location:				Ref Doc ID:	Ref Type: Partial			

Acct Period*	Budget FY**	GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL NO PY
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period. ** Leave blank except entering commitments or expenditure accrual.

PV_Leasing.accdb. Report Name: 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012 **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), 211 EAST OCEAN, LLC, a Delaware limited liability company, ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: 211 EAST OCEAN, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

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 211 EAST OCEAN, LLC, a Delaware limited liability company (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:

211 EAST OCEAN, LLC,
a Delaware limited liability company

By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

LANDLORD'S WORK LETTER

For

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

COUNTY OF LOS ANGELES, as Tenant

for

Department of Social Services

LANDLORD: 211 EAST OCEAN, LLC

Property Address: 2601 Wilshire Boulevard, Los Angeles, CA 90057

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated _____, 20__, executed concurrently herewith, by and between 211 EAST OCEAN, LLC, a Delaware limited liability company, as Landlord, and COUNTY OF LOS ANGELES, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. **Basic Work Letter Information**. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

(a) Tenant Improvement Allowance	$1,061,865.00 (i.e., $15.00 per rentable square foot of the Premises)
(b) Tenant's TI Contribution	$8,494,920.00 (i.e., $120.00 per rentable square foot of the Premises)
(c) Change Request Contingency	[Intentionally omitted]
(d) Tenant Improvement Amortization Rate and Change Request Amortization Rate:	7 % per annum
(e) Tenant's Work Letter Representative	Section Chief or an assigned staff person of the Chief Executive Office-Real Estate Division
(f) Landlord's Work Letter Representative	Property Manager, or an assigned staff person of the Landlord
(g) Landlord's Address for Work Letter Notice	211 East Ocean, LLC 520 S. LaFayette Park Place, Suite 102 Los Angeles, CA 90057 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
(h) Tenant's Address for Work Letter Notice	County of Los Angeles Chief Executive Office - Real Estate Division County of Los Angeles 320 West Temple Street, 7th Floor Los Angeles, CA 90012

Attention: Director of Real Estate

(i) Addenda

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

2. **Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below) in accordance with Section 7.1 of this Work Letter.

2.2 Additional Costs Not Tenant Improvement Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Tenant Improvement Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord, unless otherwise approved by Tenant.

2.3 Base Building Plans. Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) format. If Tenant incurs additional costs because such plans and specifications are materially incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), and Landlord shall pay for any increased costs incurred in correcting such material incompletion or inaccuracy.

3. **Selection of Architect and Engineer**. Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within three (3) business days after Landlord has

submitted the name of the selected architect and the selected engineer to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord. Landlord shall contract for the approved Architect and Engineer to complete the Working Drawings and the Final Plans, as defined below, provide plan check review and permitting by the local agencies having jurisdiction and provide the complete scope of Architectural and Engineering services to complete the project according to the Final Permitted Plans. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below), and the costs for plan check and permits shall be included in the calculation of Tenant Improvement Costs (as defined below).

4. **Selection of Contractor**. The Final Plans (as defined below) and a proposed construction contract approved by Tenant shall be submitted to contractors, selected by Landlord and accepted by Tenant, sufficient in number so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the selected contractor (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

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

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall be consistent with the Preliminary TI Cost Statement (as defined below), compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and which shall include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical,

electrical, plumbing, and HVAC plans ("Engineering Drawings"), to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance. Landlord's costs shall be included in the calculation of Tenant Improvement Costs (as defined below).

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver five (5) sets of the Final Plans to Tenant for Tenant's review and acceptance. Landlord's costs of the Architect integrating the accepted Working Drawings with the accepted Engineering Drawings shall be included in the calculation of Tenant Improvement Costs (as defined below). The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within fifteen (15) business days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within ten (10) days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure, the parties cannot agree on the Working Drawings, the Engineering Drawings or the Final Plans, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within fifteen (15) business days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project benchmarks, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement, construction completion, the Projected Commencement Date and other relevant dates. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant.

5.7 Submittals. The Contractor shall submit to Tenant any Shop Drawings, Product Data, Samples and similar submittals required by the Final Plans in coordination with the construction

schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been accepted by Tenant.

6. **Landlord's TI Cost Statement and Payment of Tenant Improvement Costs.**

6.1 Cost Statement. Within three (3) days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost statement for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Statement"), which must not exceed the sum of the Tenant Improvement Allowance and Tenant's TI Contribution. Such statement shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Statement". Tenant shall have ten (10) business days after the date of receipt of the Final TI Cost Statement to accept or reject the Final TI Cost Statement, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein. Tenant's failure to accept or reject the Final TI Cost Statement in writing within such period shall be deemed to be rejection. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Statement in writing. If Tenant rejects the Final TI Cost Statement due to matters related to cost and the Final TI Cost Statement is ten percent (10%) or more higher in cost than was projected in the Preliminary TI Cost Statement, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at Landlord's sole expense, to comply with the Preliminary TI Cost Statement, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Preliminary TI Cost Statement or the Final TI Cost Statement, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Preliminary TI Cost Statement or the Final TI Cost Statement, then Tenant may elect to terminate the Lease and this Work Letter by delivering written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease or this Work Letter.

6.2 Tenant Improvement Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, soft costs, and any other costs approved in writing by Tenant (collectively "Tenant Improvement Costs"), all of which must not exceed the Tenant Improvement Allowance, Tenant's TI Contribution and costs of any Change Requests (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. Except as otherwise provided herein, all Tenant Improvement Costs shall be paid by Landlord and deducted from the Tenant

Improvement Allowance. If the Tenant Improvement Costs exceed the Tenant Improvement Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. That portion of Tenant's TI Contribution used to pay for any Tenant Improvement Costs in excess of the Tenant Improvement Allowance may, at Tenant's election, be paid to Landlord (a) in a lump sum, when the Tenant Improvements are Substantially Complete, or (b) in equal monthly payments, amortized over the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Tenant Improvement Costs in excess of the Tenant Improvement Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the Tenant Improvement Amortization Rate.

7. **Construction of Tenant Improvements.**

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be performed by Landlord and included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain three (3) bids for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof. Landlord's costs shall be included in the calculation of Tenant Improvement Costs.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within fifteen (15) business days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below).

7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Non-responsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of non-responsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any other decor selection efforts required by Tenant, shall be provided by Landlord' in accordance with Tenant's Space Plan and such costs shall be included in the calculation of Tenant Improvement Costs. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.

(f) Access During Construction. Tenant shall have the right to inspect the Tenant Improvements during the course of construction. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work. In no event shall Tenant interfere with the work performed hereunder.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than ninety (90) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such ninety

(90) day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in Auto CAD R 15.dwg (or later version) format, along with one (1) complete set of mylar transparencies of drawings and one (1) complete set of specifications.

8. **Change Requests**. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Change Request"), provided that the requesting party must submit a written request to the other party and that Change Requests will not be effective unless approved in writing by both Tenant and Landlord. The amount of the Change Request Contingency set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of any and all Change Requests, but only the Chief Executive Officer is authorized to approve Change Requests on behalf of Tenant, and only if the aggregate amount of all approved Change Requests does not exceed the Change Request Contingency. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Statement have been accepted, then any additional costs related thereto in excess of Tenant Improvement Allowance shall be paid by Tenant, provided that Tenant executes a written Change Request prior to the performance of the applicable work. Tenant may elect to pay for such costs (a) in a lump sum, upon Substantial Completion of the Tenant Improvements, or (b) in equal monthly payments, amortized over the term of the Lease at the Change Request Amortization Rate. Landlord shall be solely responsible for the cost of any Change Requests that are not requested by Tenant. Landlord shall submit to the Chief Executive Officer with each Change Request (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Requests previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Request is approved. Each Change Request must be signed and dated by the Chief Executive Officer.

9. **Furniture System**.

9.1 Tenant shall deliver to Landlord within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package within five (5) business days. Landlord shall order the modular furniture set forth in the Modular Specifications, and install the same within the Premises, all of which shall be a Tenant Improvement Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package

shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

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

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

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

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

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

10. **Tenant Improvement Costs Adjustment and Right to Audit**. Within five (5) days of the issuance of a Certificate of Occupancy for the Premises, or a final sign-off by the City of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail, including but not limited to pay applications, invoices, cancelled checks, contracts, approved changed orders, and any other support documentation reasonably required by Tenant, all Tenant Improvement Costs and the amount thereof that is excess of the Tenant Improvement Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Tenant Improvement Costs at any time within twenty-four (24) months after the date of Tenant's Acceptance of the Premises and Landlord having provided a complete statement showing reasonable details of all Tenant Improvements Costs. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) days, and any future payments owed by Tenant shall be adjusted as appropriate based upon the audit results. Landlord shall require the Contractor to include reasonable audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

11. **Telephone/Computer Room and Equipment**. Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least thirty (30) days prior to the Projected Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Projected Commencement Date.

12. **Delay.**

12.1 Tenant Delays and Force Majeure Delays. No delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease and Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed $1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if the same are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if there are ten (10) days of Tenant Delays, and four (4) days of Force Majeure Delays occur during the same ten (10) day period, then the Projected Commencement Date would be extended by only ten (10) days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Projected Commencement Date would be extended by fourteen (14) days.

(d) Change Requests. Landlord may not claim that a Change Request requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Request.

13. **Tenant Remedies**. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within one hundred eighty (180) days after the Projected Commencement Date, then Tenant may, at its option:

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

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

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

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

14. **Representatives.**

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

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

15. **Elevator Usage During Move-In**. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

16. **Construction Meetings**. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within five (5) days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than the date of the next construction meeting.

17. **Delivery**. Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

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

LANDLORD:

211 EAST OCEAN, LLC,

a Delaware limited liability company

By:_____
Name: JAMIE LEE
Title: EVP
Date Signed:_____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

By:_____
Name:_____
Title:_____
Date Signed:_____

ADDENDUM A to Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;

(b) the core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) drinking fountains at the core;

(m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors _____, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) two (2) 208/120 and one (1) 480/277 bolt panels connected to the Building power system;

(p) mechanical equipment room with ducted mechanical exhaust system;

(q) concrete floors with troweled finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(r) standard window coverings;

(s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) hot and cold air loops located within the Premises;

(u) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(v) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) gypsum board on the service core walls, columns and sills in the Premises.

ADDENDUM B to Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

(a) Tenant ceilings and lighting;

(b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);

(c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);

(d) Interior partitions, doors, frames, and hardware within the Premises;

(e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;

(f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;

(g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;

(h) Any and all signs for Tenant and the power therefor;

(i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;

(j) Additional and/or above standard electrical and structural capacity; and

(k) Fiber optic access.

ADDENDUM C to Landlord's Work Letter

PRELIMINARY AND FINAL TI COST STATEMENT

___ Preliminary TI Cost Statement
___ Final TI Cost Statement

Lease No. _____
Address _____

Cost Category	
Architecture and Engineering Contract	$
Plan Check Fees	$
General Contractor	$
Furniture	$
Other	$
Total Tenant Improvement Costs	$

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/4/2020	
SUPERVISORIAL DISTRICT AFFECTED	2	
DEPARTMENT	Mental Health (DMH)	
SUBJECT	Approve a proposed amendment for an additional 19,688 square feet of office space with use of up to 107 parking spaces at an additional cost located at 695 S. Vermont Ave., LA.	
PROGRAM	Continuum of Care Reform Division	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: $4,861,607 for rent, parking, and TI costs over three years. The Landlord will provide $295,320 ($15 per square foot) base TI allowance and the County will provide $1,575,040 ($80 per square foot) as the County's lump sum TI contribution. If County chooses amortized payments, this amount will be amortized over three years with interest at 6 % for a fully amortized amount not to exceed $1,724,970.	Funding source: Mental Health Services Act funding and other State and Federal funding sources.
	TERMS (if applicable): The proposed amendment provides for an annual rental increase based upon the CPI and capped at 3 percent on a full-service gross basis. County has the right to cancel the entire Premises or any portion thereof, at any time after 2 years on 90 days prior written notice.	
	Explanation: Funding for the proposed amendment is included in the Fiscal Year 2019-2020 Rent Expense budget and will be billed back to DMH.	
CO-WORK SPACE ASSESSMENT	Our representative at CBRA researched the co-working spaces in the area and found that there are no co-working centers of substantial size in the Mid-Wilshire or Park Mile districts (2000 – 4000 blocks of Wilshire). Co-Working companies that have been researched in order to make this statement include WeWork, Industrious, Regus/Spaces, Premier Business Centers, NeueHouse & FlexWorkspace. Much of this research was done on-line: however, several Co-Working companies were spoken to directly to confirm the information, including Mr. Sorai Mehaus of Regus/Spaces 855-400-3575, Mr. Marty Long of Industrious 678-764-5278 and Mr. Anthony Gatti for WeWork 310-550-2500.	
PURPOSE OF REQUEST	Approval of the recommended actions will provide the necessary office space required for this County requirement.	
BACKGROUND (include internal/external issues that may exist)	DMH is seeking additional office space for its Continuum of Care Reform Division (CCR) staff. The proposed facility will adequately accommodate the anticipated space needs of the Department and can be provided on a short-term basis (3 years) pending a relocation to DMH's new headquarters building upon completion of construction. CCR provides a variety of administrative and clinical services for children and adolescents receiving various levels of care and assessment of their mental health service needs.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael Navarro, Chief Program Specialist 213-974-4364 mnavarro@ceo.lacounty.gov	

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 4, 2020

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

Dear Supervisors:

LEASE AMENDMENT
DEPARTMENT OF MENTAL HEALTH
695 SOUTH VERMONT AVENUE, LOS ANGELES
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Approval of a proposed three-year lease amendment to lease an additional 19,688 square feet of office space and up to 107 on-site parking spaces for the Department of Mental Health.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Wilmont, Inc. (Landlord), for approximately 19,688 square feet of office space, and up to 107 on-site parking spaces located at 695 South Vermont Avenue, Los Angeles, CA, to be occupied by the Department of Mental Health (DMH). The estimated maximum first year cost of the proposed lease amendment, including rent, parking, and tenant improvement costs is $1,305,092. The rental costs will be funded 100 percent with Mental Health Services Act funds and other State and Federal funding sources.

3. Authorize the Chief Executive Officer, or her designee, to reimburse Landlord up to $1,724,970 for County's Tenant Improvement (TI) contribution, which is based on the County's TI contribution if fully expended and includes interest if fully amortized. The County's TI contribution will either be paid in a lump sum payment of $1,575,040 or amortized over three (3) years at six (6) percent interest per annum.

4. Authorize the Director of DMH to contract with and direct the Internal Services Department (ISD) for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low Voltage Items) at a total cost not to exceed $895,863, to be paid via a lump sum payment. The cost for the Low Voltage Items is in addition to the rental costs and County's TI contribution payable to the Landlord.

5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease amendment, and to implement the terms of the proposed lease amendment, including without limitation, exercising early termination rights and/or any options to extend.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DMH currently occupies 96,126 square feet at the subject facility located at 695 South Vermont Avenue, Los Angeles, which houses various DMH programs. To accommodate staff for its Continuum of Care Reform Division (CCR), DMH is requesting additional expansion office space on a short-term basis. The CCR Division provides assessment to identify essential services and support for children and adolescents receiving mental health related care within the foster care system. The proposed facility can adequately accommodate the space needs of DMH on a short-term basis pending a relocation back to DMH's new headquarters facility at 550 South Vermont Avenue upon completion of construction of this site.

The original lease term will expire on December 31, 2022 and is not co-terminus with the proposed lease amendment term. Due to the need for TI work, this new lease amendment will expire three years after the County's acceptance of substantial completion of the TIs and the reconciliation of the costs involved, for the expansion space. Also, the original lease does not provide for any option to extend its term, but the proposed lease amendment does provide an option to extend the term for an additional of three years upon 90 days' notice, at fair market rent.

Approval of the recommended actions will find that the proposed lease amendment is exempt from CEQA and will allow DMH to operate at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 of *"Make Investments That Transform Lives"* provides that we will aggressively address society's most complicated social, health, and public safety challenges. This proposed lease amendment supports this goal by providing DMH with a facility that provides proper accommodations for office space in order to provide these important program services.

The proposed lease amendment is in conformance with the Asset Management Principles as outlined in Attachment A.

FINANCIAL IMPACT/FINANCING

The proposed lease amendment will have the following financial impact:

- Base rent is subject to annual increases based on the Consumer Price Index (CPI) capped at 3 percent per annum.

- The Landlord will provide $295,320 ($15 per square foot) base TI allowance.

- The County will provide $1,575,040 ($80 per square foot) as the County's lump sum TI contribution. The County's TI contribution may be paid to Landlord via a lump sum payment or be amortized over three years with interest at 6 percent for a fully amortized amount not to exceed $1,724,970.

- DMH will contract directly with ISD to provide the Low Voltage Items in an amount not to exceed $895,863, to be paid via a lump sum payment.

- The proposed lease amendment is on a full-service gross basis whereby 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.

- The County shall have the right to lease up to a total of 107 on-site parking spaces at an additional cost as follows: the cost for the first 59 parking spaces is $125/unreserved/month and the cost for the remaining 48 parking spaces is $150/unreserved/month.

- The aggregate costs associated with the proposed lease amendment over the entire term is $4,861,607 as shown on Attachment B.

Sufficient funding to cover the proposed rent, parking and County TI costs for the first year will be appropriated in the Rent Expense Budget with the fiscal year 2019-20 Mid-year Budget adjustment to cover additional lease costs of $1,305,092 associated with this amendment. DMH has sufficient funding in its FY 2019-20 operating budget to cover the proposed rent, parking, County TI costs and Low Voltage Items for the first year. Beginning in FY 2020-21, ongoing funding for costs associated with the proposed amendment will be part of the budget for DMH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms described herein, the proposed lease amendment includes the following provisions:

- The County has the right to terminate the proposed expansion premises in its entirety or any portion thereof any time after 24 months, upon 90 days prior written notice and a cancellation penalty in the form of repayment of unamortized TIs.

- Holdover at the proposed lease amendment expiration is permitted with base rent during the first six months of the holdover period at the prevailing rental rate at expiration. Commencing at the seventh month of the Tenant Holdover, the holdover base rent shall be increased to 125 percent of the base rent for the month immediately preceding the expiration of the lease amendment lease term.

- The term and rent of the proposed lease amendment will commence upon substantial completion of the TIs by the Landlord and acceptance of the Premises by the County.

- The County has a right of first offer to lease additional premises, which is located contiguous to the proposed lease amendment premises, and Landlord's offer must be accepted by the County within 90 days after receipt of such offer.

The Chief Executive Office (CEO) issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Executive Office posting website and Real Estate's County website. None of the responses received were suitable for DMH's needs due to lack of proximity to DMH's headquarters location. 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. The project was then assigned to CBRE Group, Inc. (CBRE), the County's authorized agent, who negotiated the proposed transaction on the County's behalf and determined that the negotiated terms are economically favorable to the County with their recommendation to move forward with the transaction.

In looking at the co-work space market, we found there are no co-working centers of substantial size in the Mid-Wilshire or Park Mile districts (2000 – 4000 blocks of Wilshire) that could accommodate our leased space need for 19,688 square feet of office space.

Based upon a review of available industry data, CBRE has established that the annual average gross asking rate is $29.45 per square foot per year. Thus, the base annual rental rate of $28.20 per square foot per year for the proposed lease amendment represents a rate that is below the market average for the area. We recommend the proposed facility as the most suitable to meet the County's space requirements.

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

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act.

The required notification letter to the City of Los Angeles has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the attached proposed lease amendment and has approved it as to form.

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

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one certified copy of the Minute Order, and the adopted stamped board letter to the CEO, Real Estate Division at 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:DPH:DL
JLC:MN:RL:gw

Enclosures

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

ATTACHMENT A

DEPARTMENT OF MENTAL HEALTH
695 SOUTH VERMONT AVENUE, LOS ANGELES

Asset Management Principles Compliance Form

			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? The program provides administrative support for various services throughout the countywide foster care system which requires interview, training and conference areas.		**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? 100% funded by Mental Health Services Act fund and other state and federal funding sources.		**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 attached as Attachment C?	**X**		
	G	Was build-to-suit or capital project considered?		**X**	
3.	**Portfolio Management**				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	**X**		
	B	Was the space need justified?	**X**		
	C	If a renewal lease, was co-location with other County departments considered?			**X**
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a “stand alone” facility**.**			
		2. ____ No suitable County occupied properties in project area.			
		3**.** ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. _____ The Program is being co-located.			
	E	Is lease a full-service lease?	**X**		
	F	Has growth projection been considered in space request?		**X**	
	G	Has the Dept. of Public Works completed seismic review/approval?	**X**		

ATTACHMENT B

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COSTS

695 South Vermont Avenue, Los Angeles	**Existing Lease**	**Proposed Amendment**	**Change**
Area (Square Feet)	96,126sf	19,688sf	+19,688sf
Term (years)	5 Years (1/1/17 to 12/31/2022)	3 years	+ 3 years Not co-terminus with original lease term
Annual Base Rent	$2,036,424 ($21.18 per sq. ft. annually)	$555,202 ($28.80 per sq. ft. annually)	+$555,202 annually
Annual TI Reimbursement	$-0-	$574,990	+574,990
Parking	$455,760	$174,900	+$174,900
Rental rate adjustment	Annual CPI increase capped at 3 percent per year	Annual 4 percent per year.	+1 percent
Cancellation Provision	Any time after 36 months with 180 days prior written notice	Any time after 24 months with 90 days prior written notice	N/A

OVERVIEW OF THE PROPOSED LEASE COSTS

Department of Mental Health
695 S. Vermont

Existing Space	96,126 RSF	
Leased Area (covered under this Amendment)	19,688 RSF	*
Term	84 months/7 years	
Annual Adjustment	3%	
Description	**Base Rent Per RSF Per Month ($)**	**Base Rent Per RSF Per Year ($)**
	$2.35	$28.20
Parking (59 parking spaces)	$125	$1,500
Additional Parking (48 parking spaces)	$150	$1,800
	Lump Sum	**Amortized**
Tenant Improvements	$1,575,040	$1,724,967.66
	Lump Sum	
Low Voltage	$895,863	

	1st Year	2nd Year	3rd Year	Total 3 Year Rental Costs
Annual Base Rent Costs [1]	555,202	571,858	589,014	**1,716,074**
Parking Costs [2]	174,900	174,900	174,900	**524,700**
Tenant Improvement Costs [3]	574,990	574,990	574,990	**1,724,970**
Total Annual Lease Costs	**1,305,092**	**1,321,748**	**1,338,904**	**3,965,744**
Low Voltage Costs [4]	895,863	0	0	**895,863**
Total Lease Costs	**2,200,955**	**1,321,748**	**1,338,904**	**4,861,607**

[1] The annual rental cost includes annual increases based on CPI and capped at 3 percent.

[2] A total of 107 parking stalls will be available. The first 59 stalls will be at the buildings prevailing rate of $125 per stall. The remaining 48 stalls will be $150 per stall (20% increase).

[3] The reimbursable tenant improvement cost is $1,575,040 ($80 per square foot). The total amortized costs is $1,724,967.66.

[4] The low voltage cost of $895,863 will be paid via a lump sum payment.

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

DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH – 3 MILE RADIUS
695 SOUTH VERMONT AVENUE, LOS ANGELES

LACO	Name	Address	Proprietor	Ownership Type	Property Use	Gross SqFt	Net SqFt	Vacant
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Board of Supervisors	Leased	Multi Use Bldg - Office	9,906	9,410	NONE
A675	DA - Metro Court/DCFS Metro North/ERCP/Call Center	1933 S Broadway Los Angeles 90007	Children and Family Services	Leased	Multi Use Bldg - Office	148,483	141,059	NONE
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Public Social Services	Leased	Multi Use Bldg - Office	5,665	5,439	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Chief Executive Office (CEO)	Gratis Use	Multi Use Bldg - Office	60,984	60,984	NONE
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Health Services	Permit	Multi Use Bldg - Office	8,000	7,200	NONE
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Auditor-Controller	Leased	Multi Use Bldg - Office	21,500	20,425	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	County Counsel	Leased	Multi Use Bldg - Office	68,314	65,511	NONE
A632	Office of Inspector	312 S Hill St. Grand Central Market Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	9,782	9,293	NONE
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	31,862	21,777	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Health Services	Owned	Multi Use Bldg - Office	221,359	130,143	NONE
10108	Parks and Recreation	510 S Vermont Ave	Parks and Recreation	Owned	Multi Use	30,788		NONE

	Planning and Development	**Los Angeles 90020**			**Bldg - Office**			
10112	**Regional Parks and Open Space District**	**510 S Vermont Ave Los Angeles 90020**	**Parks and Recreation**	**Owned**	**Multi Use Bldg - Office**			**NONE**
5266	**Metropolitan Courthouse**	**1945 S Hill St. Los Angeles 90007**	**Chief Executive Office (CEO)**	**CA - Superior Courts**	**Multi Use Bldg - Office**	**303,433**	**136,422**	**NONE**
X317	**DCSS - Le Sage Complex 4 Story Building**	**3175 W 6th St. Los Angeles 90020**	**WDACS**	**Owned**	**Multi Use Bldg - Office**	**52,230**	**40,146**	**NONE**
A369	**DCFS - Headquarters Annex**	**501 Shatto Pl Los Angeles 90020**	**Children and Family Services**	**Leased**	**Multi Use Bldg - Office**	**17,751**	**15,976**	**NONE**
A413	**Human Resources - Wilshire Square Two Building**	**3333 Wilshire Blvd Los Angeles 90010**	**Human Resources**	**Leased**	**Multi Use Bldg - Office**	**85,991**	**72,804**	**NONE**
A425	**DCFS - Headquarters Building**	**425 Shatto Pl Los Angeles 90020**	**Children and Family Services**	**Leased**	**Multi Use Bldg - Office**	**81,912**	**77,816**	**NONE**
X550	**Mental Health - Le Sage Complex Tower**	**550 S Vermont Ave Los Angeles 90020**	**Mental Health**	**Owned**	**Multi Use Bldg - Office**	**171,651**	**148,400**	**NONE**
A336	**Sheriff - Wilshire Centre Building**	**3055 Wilshire Blvd Los Angeles 90010**	**Sheriff**	**Leased**	**Multi Use Bldg - Office**	**7,755**	**7,115**	**NONE**
A360	**DPSS - Metro North AP/Calworks District Office**	**2601 Wilshire Blvd Los Angeles 90057**	**Public Social Services**	**Leased**	**Multi Use Bldg - Office**	**62,000**	**60,140**	**NONE**
L360	**DPSS - Metro North/CalWORKs District**	**2601 Wilshire Blvd Los Angeles 90057**	**Public Social Services**	**Leased**	**Multi Use Bldg - Office**	**501,000**	**40**	**NONE**
X510	**Parks & Rec - Le Sage Complex 2 Story Building**	**510 S Vermont Ave Los Angeles 90020**	**Public Health**	**Owned**	**Multi Use Bldg - Office**	**31,540**	**24,835**	**NONE**
A429	**CEO - Real Estate Division/Service Integration**	**222 S Hill St. Los Angeles 90012**	**Public Defender**	**Leased**	**Multi Use Bldg - Office**	**34,737**	**30,798**	**NONE**

A424	**DPSS - Equitable Plaza Building**	**3435 Wilshire Blvd Los Angeles 90010**	**Public Social Services**	**Leased**	**Multi Use Bldg - Office**	**65,871**	**62,577**	**NONE**
3154	**Clara Shortridge Foltz Criminal Justice Center**	**210 W Temple St. Los Angeles 90012**	**Chief Executive Office (CEO)**	**CA - Superior Courts**	**Multi Use Bldg - Office**	**1,036,283**	**516,275**	**NONE**
3155	**Performing Arts Center - De Lisa Building/The Annex**	**301 N Grand Ave Los Angeles 90012**	**WDACS**	**Owned**	**Multi Use Bldg - Office**	**27,582**	**17,978**	**NONE**
0181	**Kenneth Hahn Hall of Administration**	**500 W Temple St. Los Angeles 90012**	**Board of Supervisors**	**Owned**	**Multi Use Bldg - Office**	**958,090**	**557,268**	**NONE**
0156	**Hall of Records**	**320 W Temple St. Los Angeles 90012**	**District Attorney**	**Owned**	**Multi Use Bldg - Office**	**438,095**	**260,776**	**NONE**
A532	**PH Health - Wilshire Metroplex Building**	**3530 Wilshire Blvd Los Angeles 90010**	**Public Health**	**Leased**	**Multi Use Bldg - Office**	**113,027**	**101,920**	**NONE**
B922	**DPSS - Wilshire Special District Office**	**2415 W 6th St. Los Angeles 90057**	**Public Social Services**	**Leased**	**Multi Use Bldg - Office**	**46,228**	**42,065**	**NONE**
B695	**PH - Immuniz&Envir Health/Mental Health**	**695 S Vermont Ave Los Angeles 90010**	**Public Health**	**Leased**	**Multi Use Bldg - Office**	**125,622**	**118,605**	**NONE**

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Three-year lease amendment for the Department of Mental Health (DMH) – 695 South Vermont Avenue – Second District.

A. Establish Service Function Category – Countywide administrative, clinical, and outreach functions.

B. Determination of the Service Area – The proposed lease amendment will provide office space for administrative, office, and field-based services on a short-term basis (3 years) to accommodate staff for its newly created Continuum of Care Reform Division (CCR). CCR provides a variety of administrative and clinical services for children and adolescents receiving various levels of care and assessment of their mental health service needs.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population**:** DMH programs are most effective when centrally located to their service area and near major freeways. This location meets the service area criteria.

- Need for proximity to existing County facilities: Within close proximity to DMH headquarters at 550 South Vermont where this program will relocate upon completion of new construction.

- Need for proximity to Los Angeles Civic Center: N/A

- Economic Development Potential: N/A

- Proximity to public transportation: The location is adequately served by local transit services, i.e. bus and light rail.

- 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: This is an expansion of an existing County leased facility which meets the Department's ongoing service needs.

- Compatibility with local land use plans: The City of Los Angeles has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.

- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum costs associated with the proposed amendment are $1,305,092, which includes a base rent of $555,202, parking of $174,900, and up to $574,990 in additional TI costs. The proposed lease costs are 100 percent funded through Mental Health Services Act funds and other State and Federal funding sources.

D. Analyze results and identify location alternatives

Based upon the space and service needs of DMH, the immediate area was surveyed to determine the availability of comparable and more economical site alternatives, but no sites were identified that could accommodate this requirement more economically. Thereafter, the project was assigned to the County's authorized agent, CBRE, who negotiated the proposed transaction on the County's behalf, and determined that the negotiated terms are economically favorable to the County and recommended proceeding with the proposed transaction. Based upon a review of available industry data, CBRE has established that the annual average gross asking rate is $29.45 per square foot per year. Thus, the base annual rental rate of $28.20 per square foot per year for the proposed lease amendment represents a rate that is below the market average for the area.

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

The proposed lease amendment will provide adequate and efficient office space for DMHs employees and their clients consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. There are no available buildings in the area that meet Department requirements.

AMENDMENT NO. 1 TO LEASE NO. 78571
DEPARTMENT OF MENTAL HEALTH
695 SOUTH VERMONT AVENUE, LOS ANGELES

This **AMENDMENT NO. 1 TO LEASE NO. 78571** ("**Amendment No. 1**") is entered into as of the ____day of _____, 2019 between WILMONT, INC., a California corporation ("**Landlord**"), and COUNTY OF LOS ANGELES, a body politic and corporate ("**Tenant**").

RECITALS

A. **WHEREAS**, Landlord and Tenant are parties to that certain Lease Agreement No. 78571 dated as of December 13, 2016 (the "**Original Lease**"), whereby Landlord leased to Tenant and Tenant leased from Landlord those certain premises containing a total of 96,126 rentable square feet of office space, comprising of Suites 500, 600, 700, 800, 900, 1010, 1020, 1177, 1188, 1500, and 1501, together with four hundred twenty-two (422) on-site parking spaces (collectively the "**Existing Premises**") located in that certain building located at 695 South Vermont Avenue, Los Angeles, California 90010 ("**South Tower**"). The South Tower is part of that certain office building located at 695 S. Vermont Avenue and 3200 Wilshire Boulevard ("**North Tower**"), Los Angeles, California 90010, commonly known as Wilmont, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "**Building**"). The Original Lease and this Amendment No. 1 shall collectively be referred to herein as the "**Lease**."

B. **WHEREAS**, Landlord and Tenant now wish to amend the Lease to expand the Existing Premises by a total of approximately 19,688 rentable square feet, consisting of those spaces containing approximately 5,000 rentable square feet and commonly known as Suite 1200, and approximately 14,688 rentable square feet and commonly known as Suite 1300 (collectively, the "**Expansion Premises**"), as delineated on **Exhibit A-1**, attached hereto and incorporated by this reference, all upon and subject to each of the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree and amend the Lease as follows:

AGREEMENT

1. TERM

1.1. The Original Lease Term for the Existing Premises shall remain unchanged; which Original Lease Term commenced on January 1, 2017 and shall terminate on December 31, 2022.

1.2. The term of Tenant's lease of the Expansion Premises shall begin upon Tenant's Acceptance of the Expansion Premises ("**Expansion Premises Commencement Date**") and terminate three (3) years thereafter ("**Expansion**

Premises Termination Date"). The period from the Expansion Premises Commencement Date through the Expansion Premises Termination Date specified above shall be referred to herein as the "**Expansion Premises Lease Term**". The term "**Tenant's Acceptance of the Expansion Premises**" as used in this Amendment No. 1 shall mean the date upon which the Expansion Premises are Substantially Complete, Tenant has inspected the Expansion Premises and Tenant has accepted the Expansion Premises. The term "**Substantially Complete**" as used in this Amendment No. 1 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 Expansion Premises;

(b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, 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 Expansion Premises;

(c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Expansion Premises, or its equivalent;

(d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and

(e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

1.3. Within thirty (30) days of determining the Expansion Premises Commencement Date, Landlord and Tenant shall acknowledge in writing the Expansion Commencement Date by executing the Expansion Premises Commencement Date Memorandum and Confirmation of Lease Terms attached hereto as **Exhibit B-1**.

1.4. If the Expansion Premises Commencement Date has not occurred within sixty (60) days from the projected Expansion Premises Commencement Date of March 1, 2020, subject to Tenant Delays or Force Majeure Delays as provided in Landlord's Work Letter (the "**Work Letter**"), which has been executed concurrently herewith and made a part hereof by this reference, Tenant may thereafter, at any time before the Expansion Premises Commencement Date occurs, terminate this portion of the Lease for the Expansion Premises effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder so long as this Amendment No. 1 has been fully executed by both Landlord and Tenant no later than November 1, 2019.

1.5. Tenant shall be entitled to reasonably access the Expansion Premises not less than thirty (30) days prior to the Expansion Premises Commencement Date for purposes of installing Tenant's furniture, fixtures and other equipment in the Expansion Premises, but in no event shall Tenant's early access interfere with the tenant improvement work to be performed pursuant to the Work Letter. Such early access prior to the Expansion Premises Commencement Date shall be subject to all provisions of the Lease, including Section 18 of the Original Lease, except that such early access

shall not advance the Expansion Premises Termination Date, and Tenant shall not pay Base Rent for the Expansion Premises during such early access period. Except for Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, losses, damage, liens, expenses, including reasonable attorneys' fees, and liabilities of any nature arising from or in any way related to Tenant's early access.

1.6. Landlord and Tenant hereby agree that the addition of the Expansion Premises to the Existing Premises brings Tenant's occupancy to a total of approximately 115,814 rentable square feet ("**New Premises**"). Effective as of the date hereof, all references to the "Premises" in the Lease shall mean and refer to the New Premises.

2. **BASE RENT**:

2.1. Tenant shall continue to pay to Landlord the monthly Base Rent for the Existing Premises pursuant to the terms and conditions of the Original Lease.

2.2. During the first twelve (12) months of the Expansion Premises Lease Term, Tenant shall pay to Landlord the monthly base rent of $46,266.80 ("**Expansion Premises Base Rent**"), which is based upon a rental rate of $2.35 per rentable square foot, and thereafter the Expansion Premises Base Rent is adjustable pursuant to Section 5 of the Original Lease using the following formula:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$46{,}266.80 \text{ (Initial Expansion Premises Base Rent)} = \text{New Monthly Total}$$

3. **PARKING**:

3.1. For the Existing Premises, Tenant shall continue to lease four hundred twenty-two (422) on-site parking spaces located in the Building's parking structure at the rates pursuant to the terms and conditions of the Original Lease.

3.2. For the Expansion Premises, Tenant shall have the right to lease up to a total of one hundred seven (107) on-site parking spaces located in the Building's parking structure. The first fifty-nine (59) parking spaces leased by Tenant shall be at a rate of $125.00 per unreserved parking space and $195.00 per reserved parking space. The next forty-eight (48) parking spaces leased by Tenant shall be at a rate of $150.00 per unreserved parking space and $234.00 per reserved parking space. Reserved parking spaces may be leased only based upon actual availability within the Building's parking structure. The parking rates shall remain unchanged throughout the Expansion Premises Lease Term or any option term thereof.

4. **TENANT IMPROVEMENTS**:

4.1. Tenant shall continue to accept the Existing Premises in its presently existing condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Existing Premises, except as expressly provided for in the Original Lease.

4.2. Landlord shall complete the construction of the Expansion Premises tenant improvements pursuant to the terms and conditions of the Work Letter attached hereto and incorporated herein by this reference. As specified in the Work Letter, Landlord shall provide a non-reimbursable Base Tenant Improvement Allowance of Fifteen and 00/100 Dollars ($15.00) per rentable square foot of the Expansion Premises, and a reimbursable Additional Tenant Improvement Allowance of Eighty and 00/100 Dollars ($80.00) per rentable square foot of the Expansion Premises to complete the construction of the tenant improvements, and provide fixtures, furniture and equipment. The costs of the tenant improvements for the Expansion Premises shall not exceed the total amount of $1,870,360.00, and at Tenant's sole discretion, may be reimbursed to Landlord in a lump sum or amortized over the initial three (3) year Expansion Premises Lease Term at an annual interest rate of six percent (6%).

5. **OPTION TO EXTEND**:

5.1. The Original Lease does not provide any option to extend the Lease Term for the Existing Premises.

5.2. Provided Tenant is not in default under any term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the Expansion Premises at the time Tenant exercises its option, Tenant shall have one (1) option to extend the Expansion Premises Lease Term ("**Extension Option**") for an additional period of three (3) years (the "**Extension Term**") under the same terms and conditions under the Lease except for the monthly installment of Expansion Premises Base Rent and parking fees. If Tenant wishes to exercise the Extension Option, Tenant shall do so by giving Landlord written notice no later than ninety (90) days prior to the end of the Expansion Premises Lease Term (the "**Notice of Intent**") by written letter from the Tenant's Chief Executive Office. If Tenant fails to timely deliver the Notice of Intent, Tenant shall be considered to have elected not to exercise the Extension Option. The monthly installment of Expansion Premises Base Rent payable during the Extension Term shall be the fair market rental rate for the Expansion Premises (based on comparable space in a building of similar size to the Building in the same locality as the Building, and taking into account any rent abatement, tenant improvement allowances or other monetary concessions generally available with respect to such comparable spaces) (the "**Market Rental Value**") as of the date of the Notice of intent but shall not be less than the monthly installment of Expansion Premises Base Rent payable by Tenant immediately before the Extension Term. In determining the Market Rental Value, appropriate consideration shall be given to Tenant's credit worthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from new, non-expansion, non-renewal and non-equity tenants of comparable credit-worthiness 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, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), the extent of Tenant's liability under the Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent and/or no rent

during the period of construction or subsequent to the commencement date as to the space in question, brokerage commissions, if any, which would be payable by Landlord in similar transactions, length of the lease term, size and location of the Building being leased, and other general applicable conditions of tenancy for such comparable transactions.

5.3. 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 for the Expansion Premises 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 Expansion 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 Expansion 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 Expansion Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent for the Expansion Premises 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.

6. **EARLY TERMINATION**:

6.1. Tenant's right to terminate the entire Existing Premises or any portion thereof, shall remain unchanged as expressly provided for in the Original Lease.

6.2. Tenant shall have the right to terminate the entire Expansion Premises or any portion thereof, at any time after the second (2nd) year of the Expansion Premises Lease Term, by giving not less than ninety (90) days written notice to Landlord and repayment of the unamortized portion of the reimbursable Tenant Improvement costs.

7. **RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES:**

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

upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have ninety (90) business days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "**Expansion Commitment**").

7.2. If Tenant delivers to Landlord the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the earlier of (a) the date Tenant first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

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

7.4. Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section shall not apply to any sales or similar transfers of the Additional Premises.

8. **HOLDOVER**:

8.1. The Holdover provision from the Original Lease for the Existing Premises shall remain unchanged.

8.2. If Tenant remains in possession of the Expansion Premises or any part thereof after the expiration of the Expansion Premises Lease Term, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days written notice from the Chief Executive Officer of Tenant at the last monthly Expansion Premises Base Rent payable under this Lease (as such Expansion Premises Base Rent may be adjusted from time to time in accordance with this Lease) plus all

other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. There shall be no increase to Expansion Premises Base Rent for the first six (6) months after the expiration of the Expansion Premises Lease Term, thereafter, holdover Expansion Premises Base Rent shall be equal to one hundred twenty-five percent (125%) of Expansion Premises Base Rent for the month immediately preceding the expiration of the Expansion Premises Lease Term.

9. **COMPLIANCE WITH LAW**:

The last sentence of Section 8 of the Original Lease, "COMPLIANCE WITH LAW," is hereby deleted and replaced with the following: "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 without limitation, Title II and III of the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises, and the Los Angeles County Smoke-Free Ordinance found within the Los Angeles County Code of Ordinances ("**Code**"), Title 2, Division 4, Chapter 2.126, specifically Section 2.126.020 of the Code and Section 2.126.060 of the Code."

10. **RATIFICATION AND CONFIRMATION OF LEASE**:

Except as modified herein, all other terms and conditions of the Lease remain in full force and effect. In the event the terms and conditions of this Amendment No. 1 conflict with the terms and of the Lease, then the terms and conditions of this Amendment No. 1 shall prevail and control.

11. **FULL FORCE AND EFFECT**:

Landlord and Tenant each represent and warrant to the other that the Lease is in full force and effect and has not been assigned, modified, supplemented or further amended in any way.

12. **ENTIRE AGREEMENT**:

The Lease, as amended by this Amendment No. 1, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in the Lease shall be of any force or effect. The Lease, as amended by this Amendment No. 1, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Amendment No. 1.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS, WHEREOF, Landlord has executed this Amendment No. 1 or caused it to be duly executed and this Amendment No. 1 has been executed on behalf of the County by the Chief Executive Officer of the Chief Executive Office of the County the day, month, and year first above written.

LANDLORD:

WILMONT, INC.,
a California corporation

By: _____
Name: JAIME LEE
Its: SVP

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

By: _____
DEAN LEHMAN
Senior Manager, Real Estate Division

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

LANDLORD'S WORK LETTER

For
COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT

DEPARTMENT: Mental Health, as Tenant

LANDLORD: Wilmont, Inc., a California corporation

695 South Vermont Avenue
Los Angeles, CA 90010

LANDLORD'S WORK LETTER

This Work Letter supplements Amendment No.1 to Lease No. 78571 ("**Amendment No. 1**") dated _____, 20__, executed concurrently herewith, by and between, **WILMONT, INC.**, a California corporation ("**Landlord**") as Landlord, and **COUNTY OF LOS ANGELES**, a body politic and corporate ("**Tenant**" or "**County**") as Tenant, covering certain Expansion Premises as described in the Amendment No.1. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Amendment No. 1.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

(a) Base Tenant Improvement Allowance:	$295,320.00 (i.e., $15.00 per rentable square foot of the Expansion Premises).
(b) Additional Tenant Improvement Allowance:	$1,575,040.00 (i.e., $80.00 per rentable square foot of the Expansion Premises).
(c) Maximum Change Order Allowance:	$ Not Applicable.
(d) Additional Tenant Improvement and Change Order Amortization Rate:	Six Percent (6%) per annum.
(e) Basic Rent Reduction per $1,000:	Not Applicable.
(f) Tenant's Work Letter Representative:	Benjamin Bush, Project Manager, or an assigned staff person of the Chief Executive Office-Real Estate Division.
(g) Landlord's Work Letter Representative:	Anthony Yun *or* an assigned staff person of the Landlord.
(h) Landlord's Address for Work Letter Notice:	See Section 1.2 (h) of the Original Lease.
(i) Tenant's Address for Work Letter Notice:	Board of Supervisors Kenneth Hahn Hall of Administration Room 383 500 West Temple Street Los Angeles, California 90012

With a copy to:
Chief Executive Office-
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

(j) Addenda: Addendum A: Base Building Improvements
Addendum B: Tenant Improvements
Addendum C: Memorandum of Tenant Improvement Cost

2. **Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base Building improvements as a part of the Building described on Addendum A hereto (the "**Base Building Improvements**"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Expansion Premises, such changes or additions shall be considered Tenant Improvements (as defined below) only to the extent such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Tenant Improvement Costs.

(a) In the event that the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the Building been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Expansion Premises to comply with the access requirements of the ADA or make existing building systems, including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) fire sprinkler system installation or upgrade; (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Expansion Premises to comply with any mechanical or electrical requirements set forth in the Lease; or (vi) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses.

2.3 Base Building Plans. Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2000 format. In the event Tenant incurs additional costs because such plans and specifications are incomplete, or inaccurate, such increased costs will be reimbursed to Tenant and any delay caused thereby shall not be a Tenant Delay, as defined below.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects ("**Architect**") and engineers ("**Engineer**") familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings as defined below. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three (3) business days after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect and the Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three (3) bids are received. Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions, shall select the most qualified bidder offering the lowest price and such contractor ("**Contractor**") shall enter into a construction contract ("**Construction Contract**") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

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

5.1 Preparation of Space Plan. Concurrently with the execution of this Amendment No. 1, Tenant shall submit to Landlord a space plan and specifications for the Expansion Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "**Space Plan**").

5.2 Preparation and Approval of Working Drawings. Within ten (10) days of the date the Space Plan is submitted to Landlord (the "**Plan Submission Date**"), Landlord shall instruct the Architect to commence preparation of Working Drawings (the "**Working Drawings**"), which shall be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical

measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 Preparation and Approval of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("**Engineering Drawings**") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "**Final Plans**") and deliver five (5) sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Expansion Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within thirty (30) days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant which approval shall not be unreasonably withheld, setting forth the dates specific completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Expansion Premises Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

6. **Final Construction Budget and Payment of Tenant Construction Costs.**

6.1 Construction Budget. Within three days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary budget (the "**Preliminary Budget**"). Such budget shall be revised into final form within ten (10) days from the date the Contractor is selected and will be referred to herein as the "**Final Construction Budget**". Tenant shall have five (5) days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval or disapproval of the Final Construction Budget or the five-day period expires without any response from Tenant. In the event Tenant disapproves the Final Construction Budget due to matters related to cost and the Final Construction Budget is ten percent (10%) or more higher in cost than was projected in the Preliminary Construction Budget, then any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget unless approved by Tenant.

6.2 Additional Tenant Improvement Allowance. All improvements required by the Working Plans and modular furniture described in the Modular Specifications, as further described in Addendum B hereto (collectively, the "**Tenant Improvements**") shall be at Landlord's sole cost and expense. Costs of Tenant Improvements shall include, without limitation, construction costs for furniture, telecommunications equipment, soft costs and any other costs designated in writing by Tenant not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively "**Tenant Improvement Costs**"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. It is anticipated that the Tenant Improvement Costs will exceed the Tenant Improvement Allowance, and Tenant's Chief Executive Office may authorize Landlord to pay the overage in an amount not exceeding the Additional Tenant Improvement Allowance. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein.

6.3 Method of Payment. That portion of the Additional Tenant Improvement Allowance used to pay for the Tenant Improvement Costs may, at Tenant's election be paid to Landlord (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over the term of the Lease, or shorter time period at its discretion, at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the Lease at the Tenant Improvement Amortization Rate.

7. **Construction of Tenant Improvements.**

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three (3) bids have been solicited from responsible and qualified persons. Landlord shall submit at least three (3) sealed fixed price bids for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall be jointly opened and reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. At least three (3) bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

(a) Permits. Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within fifteen (15) days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord at Landlord's expense in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Expansion Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably

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

(d) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Expansion Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted at the site.

7.4 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on Compact Disc (CD), in Auto CAD R 13.dwg (or later version) format or .DXF format, along with three (3) complete printed sets of drawings and three (3) complete sets of specifications.

8. **Change Orders.** Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("**Change Order**") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 of this Work Letter has been authorized by the Board of Supervisors of the County to be used to pay the costs of all authorized Change Orders but only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant and then only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the Expansion Premises Lease Term at the Change Order Amortization Rate payable in equal monthly installments over the Expansion Premises Lease Term. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Furniture System.**

9.1 Tenant shall deliver to Landlord within ten days after execution hereof, modular furniture plans and specifications (the "**Modular Specifications**"). Based on the Modular Specifications, Landlord and /or Landlord's Architect, shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Landlord shall review the bid package

with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall provide at its cost the modular furniture set forth in the Modular Specifications and shall not be responsible for the cost of such modular furniture in excess of the Additional Tenant Improvement Allowance. Tenant shall reimburse Landlord in a lump sum or in accordance with a financed transaction entered into between Landlord and the furniture vendor acceptable to Tenant, including, but not limited to, a lease purchase agreement, provided the outstanding balance can be no more than One Dollar ($1) at the end of a term not to exceed ____ months.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture through lease-purchase financing with a third-party vendor ("**Creditor**"). In the event Tenant elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (the "**Personal Property**") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor.

(b) Landlord shall be notified by Creditor of any plan by Creditor to remove the Personal Property.

(c) This section shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the Expansion Premises Lease Term.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within five days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, whichever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of twenty-four (24) months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Work Letter, Tenant shall provide Landlord with a copy of the audit summary and Landlord, within thirty (30) days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Landlord.

12. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least thirty (30) days prior to the Expansion Premises Commencement Date. During this 30-day period, the Landlord shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Expansion Premises Commencement Date.

13. **Delay.**

13.1. Tenant Delays and Force Majeure Delays. Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Expansion Premises Commencement Date and, except as set forth herein or in Amendment No. 1, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2 below, the Expansion Premises Commencement Date shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "**Tenant Delay(s)**"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "**Force Majeure Delay(s)**").

13.2. Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within forty-eight (48) hours of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Expansion Premises Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord due to such effort does not exceed $1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if

there are ten (10) days of Tenant Delays and four (4) days of Force Majeure Delays which occur during the same ten day period of such Tenant Delays, then the Expansion Premises Commencement Date would be extended by only ten (10) days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Expansion Premises Commencement Date would be extended by fourteen (14) days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Tenant Remedies.** If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within sixty (60) days after the Expansion Premises Commencement Date, Tenant may, at its option:

14.1. Cancel the Amendment No. 1 upon thirty (30) days written notice to Landlord; or

14.2. Upon thirty (30) days written notice to Landlord, assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Expansion Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; provided except for Landlord's gross negligence or willful misconduct, Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, losses, damage, liens, expenses, including reasonable attorneys" fees, and liabilities or any nature arising from or in any way related to such access; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "**Tenant's Total Expense**"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the rent payable hereunder and under the Amendment No. 1.

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

15. **Representatives.**

15.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

15.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

16. **Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements, Landlord shall cause to be made operational (a) a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two passenger elevators in the elevator bank that services the Expansion Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

17. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five (5) days of the date the Contractor is selected.

18. **Delivery**. Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

[This portion of page left intentionally blank. Signatures immediately follow.]

LANDLORD:

WILMONT, INC.,
a California corporation

By: _____
Name: JAIME LEE
Its: EVP

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;

(b) The core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) Men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;

(e) Public stairways;

(f) Passenger and freight elevators;

(g) Parking facilities;

(h) Ground floor lobby;

(i) Finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) Exterior plazas and landscaping;

(k) Loading dock and/or area;

(l) Drinking fountains at the core;

(m) Electrical/telephone closet with not less than seven watts per square foot of rentable area of normal power in the floor electrical closet;

(n) Conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors _____, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) Two 208/120 and one 480/277-volt panels connected to the Building power system;

(p) Mechanical equipment room with ducted mechanical exhaust system;

(q) Concrete floors with troweled finish, level to specified tolerances and designed to support a minimum live load of 50 pounds per square foot and a partition load of 20 pounds per square foot;

(r) Standard window coverings;

(s) Primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(t) Hot and cold air loops located within the Premises;

(u) Primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(v) Primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(w) Access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and

(x) Gypsum board on the service core walls, columns and sills in the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

(a) Tenant ceilings and lighting;

(b) Floor finish in the Expansion Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);

(c) Interior finishes of any kind within the Expansion Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);

(d) Interior partitions, doors and hardware within the Expansion Premises;

(e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Expansion Premises;

(f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;

(g) Distribution of electrical services, plumbing services and sprinklers from the core to the Expansion Premises, and domestic hot water heater and associated hot water piping;

(h) Any and all signs for Tenant and the power therefor;

(i) Security, fire and life-safety systems throughout the Expansion Premises, including exit signs, intercoms and extinguishers;

(j) Additional and/or above standard electrical capacity; and

(k) Fiber optic access.

ADDENDUM C TO Landlord's Work Letter
MEMORANDUM OF TENANT IMPROVEMENT COST

Reference is made to that certain Amendment No. 1 to Lease No. 78571 ("**Amendment No. 1**") dated the ____ day of _____, 20__, between County of Los Angeles, a body politic and corporate ("**Tenant**"), and WIMONT, INC., a California corporation ("**Landlord**"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain additional office space located in the certain building located at 695 South Vermont Avenue, Los Angeles, California 90010 (the "**Expansion Premises**").

Landlord and Tenant hereby acknowledge the following:

1) Landlord represents that Tenant Improvement Work to the Expansion Premises has been in substantially complete condition as of MONTH DD, YYYY , and Amendment No. 1 commenced on MONTH DD, YYYY ("Expansion Premises Commencement Date").

2) Landlord and Tenant hereby confirm the final total cost of the Tenant Improvement Work for the demised Expansion Premises which have been completed pursuant the Work Letter to this Amendment No. 1 is: HUNDRED, THOUSAND, HUNDRED, DOLLARS AND xx/100 ($, .XX).

(a) The aforementioned final total cost is comprised of :

Lease Budget:		Actual Cost:
$	Base Tenant Improvement Allowance	$
$	Additional Tenant Improvement Allowance	$
$_____	Change Order Allowance	$_____
$	Total	$

(b) Per the terms of the Amendment No. 1, Tenant shall amortize the combined total of Additional Tenant Improvement Costs and Change Order Allowance of $_____. at ____% per annum over the Expansion Premises Lease Term. As such, Tenant shall pay to the Landlord $_____ per month beginning upon the Expansion Premises Commencement Date through the Expansion Premises Lease Term. Tenant may at any time during the term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs.

IN WITNESS WHEREOF, this memorandum is executed this _____ day of_____, 20__.

Tenant:
COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Name: Dean Lehman, PE
Senior Manager, Real Estate Division

Landlord:
WILMONT, INC.,
a California corporation

By: _____
Name:
Its: Authorized Representative

EXHIBIT A-1
EXPANSION PREMISES

EXHIBT B-1

EXPANSION PREMISES COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain Amendment No. 1 to Lease No. 78571 ("**Amendment No. 1**") dated the ____ day of _____, 20__, between County of Los Angeles, a body politic and corporate ("**Tenant**"), and WIMONT, INC., a California corporation ("**Landlord**"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain additional office space located in the certain building located at 695 South Vermont Avenue, Los Angeles, California 90010 (the "**Expansion Premises**").

Landlord and Tenant hereby acknowledge as follow:

1) Landlord delivered possession of the Expansion Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date").

2) Tenant has accepted possession of the Expansion Premises and now occupies the same;

3) The Amendment No. 1 commenced on _____ ("Expansion Premises Commencement Date").

4) The Expansion Premises contain _____ rentable/gross square feet of space; and

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

1) Base Rent per month is _____.

2) The Base Index Month is _____.

3) The Base Index is _____.

4) The New Index Month is _____.

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

Tenant:	Landlord:
COUNTY OF LOS ANGELES a body politic and corporate	WILMONT, INC. a California corporation
By: _____ Name_____ Its_____	By: _____ Name_____ Its_____

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	1/15/2020	
BOARD MEETING	2/4/2019	
SUPERVISORIAL DISTRICT AFFECTED	2	
DEPARTMENT	DPH; DCFS; Probation	
SUBJECT	Approve the proposed five-year lease for approximately 66,644 square feet of office space and 375 on-site parking spaces at 3530 Wilshire Boulevard, Los Angeles. Approve two short term lease extensions for DCFS in approximately 34,198 square feet and Probation in 13,508 square feet until applicable relocations are effectuated.	
PROGRAM	Various Public Health units and Environmental Health units for DPH.	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Existing lease is currently on month-to-month holdover since May 2019.	
COST & FUNDING	Total cost: $21,716,307 total lease rental and parking, and potential TI cost over 5 years.	Funding source: For DPH some grant and health fee funding and approximately 14 percent as net County cost. DCFS is approximately 70 percent funded by State and Federal funding. Probation is net County cost.
	TERMS (if applicable): The proposed base rent is subject to annual fixed 4 percent increases. The parking rent is subject to increases per the lease(s).	
	Explanation: Funding for the proposed lease(s) is included in the Fiscal Year 2019-2020. Rent Expense budget and will be billed back to the PH, DCFS and Probation as necessary.	
CO-WORK SPACE ASSESSMENT	Dean Lehman and Miguel Covarrubias spoke to the ISD coworking office space contact Patrick Grunbok of WeWork at 310-971-3334 about long-term leases and he have informed us that their co-work office space is not suited for long term occupancy since it is not financially viable for long term occupancy in comparison to rental costs of traditional long-term space, especially for office space needs of this size. Our representative at CBRA researched the co-working spaces in the area and found that there are no co-working centers of substantial size in the Mid-Wilshire or Park Mile districts (2000 – 4000 blocks of Wilshire). Co-Working companies that have been researched in order to make this statement include WeWork, Industrious, Regus/Spaces, Premier Business Centers, NeueHouse & FlexWorkspace. Much of this research was done on-line: however, several Co-Working companies were spoken to directly to confirm the information, including Mr. Sorai Mehaus of Regus/Spaces 855-400-3575, Mr. Marty Long of Industrious 678-764-5278 and Mr. Anthony Gatti for WeWork 310-550-2500.	
PURPOSE OF REQUEST	Approval of the recommended action will authorize and adequately provide the necessary office space for the PH. The other two departments, DCFS and Probation, are in the process of relocating.	
BACKGROUND (include internal/external issues that may exist)	The proposed lease(s) will allow the DPH to continue its operations at this existing office at 3530 Wilshire Blvd., Los Angeles, in proximity to the ongoing constituencies served. The primary re-lease for DPH will have $15 per square foot as a Base Tenant Improvement (TI) allowance. No TI's are needed in the short-term renewals given the forthcoming relocation.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov	

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

February 4, 2020

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

Dear Supervisors:

FIVE-YEAR, ONE-YEAR, AND EIGHTEEN-MONTH LEASES
DEPARTMENT OF PUBLIC HEALTH, DEPARTMENT OF CHILDREN AND FAMILY SERVICES, AND PROBATION DEPARTMENT
3530 WILSHIRE BOULEVARD, LOS ANGELES
(SECOND DISTRICT)
(3 VOTES)

SUBJECT

Approval of three proposed leases to replace three existing leases to provide the Department of Public Health, Department of Children and Family Services and Probation Department continued use of 114,350 rentable square feet of office space and up to 458 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.

2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Metroplex, LLC, (Landlord), for approximately 114,350 rentable square feet of office space, and 458 on-site parking spaces at 3530 Wilshire Boulevard, Los Angeles to be occupied by the Department of Public Health (DPH), Department of Children and Family Services (DCFS), and the Probation Department (Probation). The estimated maximum first year base rental cost is $3,979,382. The total base rental cost payable to the Landlord under the proposed

leases would approximate $14,840,615 over the five-year, one-year, and eighteen-month term. The rental costs for DPH are funded by a combination of grant funding, health fees, and net County cost. The rental cost for DCFS is 22.5 percent subvened with Federal funds and 77.5 percent net county cost. The rental cost for Probation is net County cost.

a) Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with the Landlord for approximately 66,644 square feet of office space, to include up to 267 on-site parking spaces at 3530 Wilshire Boulevard, Los Angeles, to be occupied by DPH. The estimated maximum first year rental cost, including parking and tenant improvements, is not to exceed $4,150,154. The total rental cost including parking payable to the Landlord under this proposed lease would not exceed $21,716,307, over the five-year term.

b) Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with the Landlord for approximately 34,198 square feet of office space, to include up to 137 on-site parking spaces at 3530 Wilshire Boulevard, Los Angeles, to be occupied by DCFS. The estimated maximum first year rental cost, including parking, is not to exceed $1,479,627. The total rental cost including parking payable to the Landlord under this proposed lease would not exceed $2,243,243, over the 18-month term.

c) Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with the Landlord for approximately 13,508 square feet of office space, to include up to 54 on-site parking spaces at 3530 Wilshire Boulevard, Los Angeles, to be occupied by Probation. The estimated maximum first year rental cost, including parking, is not to exceed $584,127. The total rental cost including parking payable to the Landlord under this proposed lease would not exceed $584,127 over the 12-month term.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to $5,331,520, in a lump sum, for the County's tenant improvement (TI) contribution, or $6,334,230 if amortized at 7 percent per annum over five years pertaining to the leased space for DPH referenced above. The total lease costs payable to the Landlord would not exceed $21,716,307 over the five-year term, which is comprised of the $12,561,597 base rental cost, $2,820,480 parking cost and the $6,334,230 maximum County's TI contribution.

4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease and to take other actions necessary and appropriate to implement and effectuate the terms of the proposed lease, including, without limitation, potential early termination rights. The proposed lease will become effective upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since December 2001, DPH, DCFS, and Probation have occupied office space at the office building at 3530 Wilshire Boulevard, Los Angeles, also referred to as "Metroplex."

The proposed leases will continue to provide DPH, DCFS, and Probation with sufficient office space for its ongoing operations. The applicable DPH components, which occupy 66,644 rentable square feet at the facility, house divisions for Environmental Services, Immunization and Chronic Diseases, which provide both an administrative as well as direct service function for the community with additional services related to food and housing inspections, environmental plan check review, radiation management, and vector control activities. The division for Chronic Disease and Injury Prevention works with community partners throughout the County in implementing policy, systems and environmental changes to improve nutrition and maximize the health and quality of life among older adults.

The Landlord will provide $999,660 in base TI allowance for DPH and up to $5,331,520 in additional TI allowances, if necessary, to suit the needs of DPH and its programs. The existing facility adequately meets the space needs of the current department(s) and is accessible to public transportation routes. The ongoing DPH lease will accommodate approximately 337 employees and visitors with adjacent parking.

The previously combined lease expired on May 28, 2019, and has been on a month-to-month holdover basis, with no penalty, pending renewal of the proposed lease. Apart from the DPH lease currently proposed, DCFS and Probation desire to maintain their presence in their respective office spaces, until each department moves into alternative work space for which prospective locations are currently under consideration.

DCFS, which currently occupies 34,198 rentable square feet, has a Youth Development Services Division (YDSD) housed at the facility, which is dedicated to providing a unified and comprehensive program that offers services and resources to age 14-20-year-old youth. YDSD services provided are for youth who are in, or have been in, foster care under the County's dependency or Probation systems, and provides a variety of resources to assist youth in successful transition from childhood to adulthood. YDSD delivers transition age youth these services in collaboration with Probation, the DMH, Work Forces Investment Agencies, as well as the Los Angeles County Office of Education and Los Angeles Unified School District.

Probation is currently in 13,508 rentable square feet for its Pretrial Services Division (PTS), and currently has both administrative and direct service functions at this location. The division includes the Bail Deviation Program, PTS Training Academy, Research and Development Unit Own Recognizance program and Probation's Domestic Violence Unit.

DCFS and Probation will continue to operate at this location until their respective move-outs are facilitated. The landlord has agreed to provide the County with two short term leases.

The first lease is for Probation for 12-months for approximately 13,508 rentable square feet located on the 5th floor of the building commonly known as suite 501. The base rent will be $39,173.20 per month and the total rent for the 12-months shall be $470.078.40. Landlord will provide up to 54 parking spaces (4 per 1,000 sf) at a monthly cost of up to $9,504 ($114,048 per year).

The second short term lease is for DCFS for 18-months for a total of approximately 34,198 rentable square feet, consisting of (i) 23,795 rentable square feet located on the 4th floor of the building commonly known as suite 400, and (ii) 10,403 rentable square feet located on the 5th floor of the building and commonly known as Suite 500. The base rent will be $99,174.20 per month and the total base rent for the first year shall be $1,190,090.40. Landlord will provide up to 137 parking spaces (4 per 1,000 sf) at a monthly cost of up to $24,128 ($289,536 per year).

In conjunction with this Board action, both leases will be subject to the rental increases and the same terms and conditions that pertain to the DPH lease under consideration until completion of their respective relocations. The same parking allocation and cost will also be provided to these two departments at the same allocation and cost per the lease for DPH. No TI allowance will be applicable to these two short-term lease renewals and both may be terminated at any time without penalty.

Approval of the recommended actions will find that the proposed lease is exempt from CEQA and will allow the existing programs to continue operations at the subject facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 3 - *"Realize Tomorrow's Government Today"* - provides that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. The proposed leases will support this goal by allowing DPH, DCFS and Probation to continue their operations without interruption of service.

The proposed lease is in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease will have the following financial impact:

- The proposed DPH lease, and the DCFS and Probation leases, are on a full-service gross basis whereby the Landlord will be responsible for operating and maintenance costs associated with the facility.

- The square footage of the proposed lease premises has increased slightly due to the Landlord remeasuring of the office space per current industry standards.

- The maximum first year base rental cost for DPH is $2,319,212, or $34.80 annually per square foot, with annual rental adjustments of 4 percent per annum. The maximum first year base rental cost for DCFS is $1,190,091 and the maximum first year base rental cost for Probation it is $470,079.

- Total parking costs are estimated to be $967,680 per year for all three leases based on the departments' right to purchase 229 stalls at $160 per stall per month and a right to purchase 230 additional stalls at $192 per stall per month. When the lease originally commenced, parking was included in the lease rate, however, the market has changed and the Landlord is requiring that the County pay separately for parking.

- The Landlord will provide a non-reimbursable base TI allowance of $999,660 or $15 per square foot, included in the lease. No TIs apply to DCFS and Probation.

- The Landlord will provide additional reimbursable TI dollars in the amount up to $5,331,520 or $80 per square foot, which the County may reimburse in a lump sum payment or amortize over a five-year period at 7 percent per annum. No additional TIs apply to DCFS and Probation.

- The aggregate cost of the proposed lease over the five-year term for DPH, including rent expense, parking, and TI reimbursement, if fully utilized, would be approximately $21,716,307. DCFS would approximate $2,243,243 over its eighteen-month lease and Probation would approximate $584,127 over a year. Attachment B provides an overview of the total proposed lease costs.

Sufficient funding to cover the three additional lease costs including proposed rent, parking and County TI costs for the first year will be appropriated in the Rent Expense Budget with the fiscal year 2019-20 Mid-year Budget adjustment to cover additional lease costs of $3,491,876.14. DPH, DCFS, and Probation has sufficient funding in their FY 2019-20 operating budget to cover these costs for the first year. Beginning with FY 2020-21, ongoing funding for the proposed lease will be part of the budget for DPH. These

costs are funded with grant funding, health fees, and net County costs, which are primarily sourced from County property tax revenues.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms described herein, the proposed DPH lease includes the following provisions:

- A cancellation provision that allows the County to terminate the proposed lease for DPH at 36 months with 180 days' prior written notice.

- County may terminate at anytime prior to the lease expiration with 30 days prior written notice to the Landlord.

- The proposed lease for DPH contains a holdover provision, wherein the base rent shall be increased to 125% of the then existing base rent for the first twelve months following expiration of the lease term. Thereafter, the holdover rate shall be 150% of the base rent at the time of the lease expiration. The County's holdover tenancy may be terminated upon 30 days' notice from the Landlord.

- The proposed lease for DPH will be effective upon approval by the Board.

- The County will have one option to extend the lease for DPH for four years at fair market value with six months' prior notice.

The Chief Executive Office (CEO), through its broker representative CBRE Group, Inc. (CBRE), conducted a survey within the project area to determine the availability of comparable office space options. CBRE was unable to identify any sites in the survey area that could accommodate this requirement more economically. Based upon a review of available industry data, CBRE has established that the average annual rental range for similar space is between $27.60 and $45 dollars per square foot on a full-service gross basis. In comparison, the base rental rate of $34.80 per square foot per year, full-service gross, for the proposed lease is within market range for the area.

The available co-working office spaces in the subject area were assessed and found to be more expensive and not operationally effective for the requested space needs as defined by the department. Additionally, adequate parking is not usually provided by co-working office space providers which would require parking to be acquired separately, often at a higher cost, and not within proximity to the subject facility.

Attachment C shows county-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it seismically suitable for County occupancy. Construction of any TIs will be completed in compliance with relevant building and construction codes, laws and regulations, including the Americans with Disabilities Act. A notification letter to the City of Los Angeles has been sent pursuant to Government Code Section 25351. County Counsel has reviewed the attached proposed lease and has approved it as to form.

The proposed lease will continue to provide an appropriate location for the applicable programs which is consistent with the County's Facility Location Policy, as adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURENT SERVICES (OR PROJECTS

The proposed leases will adequately provide the necessary office space for these County requirements. The effected departments concur with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return one certified copy of the Minute Order, and the adopted stamped board letter to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:DPH:DL
JLC:MAN:NH:gw

Enclosures

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

ATTACHMENT A

DEPARTMENTS OF PUBLIC HEALTH
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PROBATION DEPARTMENT
3530 WILSHIRE BOULEVARD, LOS ANGELES

Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?	**X**		
	B	Does lease co-locate with other functions to better serve clients?	**X**		
	C	Does this lease centralize business support functions?	**X**		
	D	Does this lease meet the guideline of 200 sq. ft of space per person? **Ratio = 197 per person.**	**X**		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?	**X**		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	**X**		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? The rental costs are funded by a combination of grant and health fee funding and net County cost.	**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 attached as Attachment C?	**X**		
	G	Was build-to-suit or capital project considered? **The County already occupies the facility and a capital project was not considered.**		**X**	
3.	**Portfolio Management**				
	A	Did department utilize 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?			**X**
		1. ___ The program clientele requires a “stand alone” facility**.**			
		2. ___ No suitable County occupied properties in project area.			
		3**.** ___ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?	**X**		
	F	Has growth projection been considered in space request?	**X**		
	G	Has the Dept. of Public Works completed seismic review/approval?[1]	**X**		

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

[2]If not, why not?

OVERVIEW OF THE PROPOSED DEPARTMENT OF PUBLIC HEALTH LEASE COSTS

3530 Wilshire Blvd., Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	62,901 sq.ft.	66,644 sq.ft.	+3,743 sq. ft.
Term (years)	Seven years (5/29/2012-5/28/2019) currently on month-to-month holdover	5 years	-2 years
Annual Base Rent (1)	$1,547,986 ($24.61 per sq. ft. annually)	$2,319,212 ($34.80 per sq. ft. annually)	+$771,226
Annual TI Reimbursement	N/A	$1,266,846	+$1,266,846
Parking (2)	Included in rent	$564,096	+$564,096
Rental rate adjustment	Annual CPI increases capped at 3 percent	Annual 4 percent per year	+1 percent
Cancellation	County after 5 years with 180 days' notice	County at 36th month with 180 days' notice	-24 months

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operational and building maintenance.

(2) The proposed lease requires that the County pay $160 per parking space per month (2/1000) and may pay for an additional 2/1000 at $192 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Public Health
3530 Wilshire Boulevard, Suites 700, 800 & 900

Leased Area (sq.ft.)	66,644	
Term (months)	60	
Annual Rent Adjustment	4.00%	
Base Rent	**Cost Per RSF Per Month**	**Cost Per RSF Per Year**
	$2.90	$34.80
Parking (133 parking spaces)	**Cost Per Space Per Month**	**Cost Per Space Per Year**
	$160	$1,920
Additional Parking (134 parking spaces)	$192	$2,304
Tenant Improvements	**Lump Sum**	**Amortized**
	$5,331,520	$6,334,229.16

	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Year Rental Costs
Annual Base Rent Costs [1]	2,319,212	2,411,980	2,508,459	2,608,798	2,713,148	**12,561,597**
Parking Costs [2]	564,096	564,096	564,096	564,096	564,096	**2,820,480**
Tenant Improvement Costs [3]	1,266,846	1,266,846	1,266,846	1,266,846	1,266,846	**6,334,230**
Total Annual Rental Costs	**4,150,154**	**4,242,922**	**4,339,401**	**4,439,740**	**4,544,090**	**21,716,307**

[1] Annual base rent includes fixed 4 percent annual increases.

[2] The parking costs includes 133 parking spaces at a annual fee of $1920 per parking space and an additional 134 parking spaces at a annual fee of $2304 per parking space for a total of 267 parking spaces.

[3] The tenant improvement cost of $5,331,520 will be amoritzed into the monthly rent at an interest rate of seven percent (7%) over 5 years.

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

OVERVIEW OF THE PROPOSED DEPARTMENT OF CHILDREN AND FAMILY SERVICES LEASE COSTS

3530 Wilshire Blvd., Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	33,521	34,198	+677 sq. ft.
Term (years)	Seven Years (5-29/2012 – 5/28/2019) Currently on month-to-month holdover	1 year and 6 months	-5 years and 6 months
Annual Base Rent (1)	$841,612.78 (24.61 per sq. ft. annually)	$1,190,090.40 ($34.80 per sq. ft. annually)	+$348,477.62
Annual TI Reimbursement	N/A	$0	None
Parking (2)	Included in rent	$289,536	+$289,536
Rental rate adjustment	Annual CPI increases capped at 3 percent	Annual 4 percent per year	+1 percent
Cancellation	County after 5 years with 180 days' notice	N/A	-60 months

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operational and building maintenance.
(2) The proposed lease requires that the County pay $160 per parking space per month (2/1000) and may pay for an additional 2/1000 at $192 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Probation Department
3530 Wilshire Boulevard, Suites 501

Leased Area (sq.ft.)	13,508	
Term (months)	12	
Annual Rent Adjustment	4.00%	
Base Rent	**Cost Per RSF Per Month**	**Cost Per RSF Per Year**
	$2.90	$34.80
Parking (27 parking spaces)	**Cost Per Space Per Month**	**Cost Per Space Per Year**
	$160	$1,920
Additional Parking (27 parking spaces)	$192	$2,304

	1st Year	Total 1 Year Rental Costs
Annual Base Rent Costs [1]	470,079	**470,079**
Parking Costs [2]	114,048	**114,048**
Total Annual Rental Costs	**584,127**	**584,127**

[1] Annual base rent includes fixed 4 percent annual increases.

[2] The parking costs includes 27 parking spaces at a annual fee of $1920 per parking space and an additional 27 parking spaces at a annual fee of $2304 per parking space for a total of 54 parking spaces.

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

OVERVIEW OF THE PROPOSED PROBATION DEPARTMENT LEASE COSTS

3530 Wilshire Blvd., Los Angeles	**Existing Lease**	**Proposed Lease**	**Change**
Area (Square Feet)	12,715	13,508	+793 sq. ft.
Term (years)	Seven Years (5-29/2012 – 5/28/2019) Currently on month-to-month holdover	1 year	-6 years
Annual Base Rent (1)	$332,431.88 (24.61 per sq. ft. annually)	$470,078.40 ($34.80 per sq. ft. annually)	+$137,646.52
Annual TI Reimbursement	N/A	$0	None
Parking (2)	Included in rent	$114,048	+$114,048
Rental rate adjustment	Annual CPI increases capped at 3 percent	Annual 4 percent per year	+1 percent
Cancellation	County after 5 years with 180 days' notice	N/A	-60 months

(1) The existing and proposed leases are both full service gross, with the landlord responsible for paying all costs associated with operational and building maintenance.
(2) The proposed lease requires that the County pay $160 per parking space per month (2/1000) and may pay for an additional 2/1000 at $192 per parking space per month. The amount set forth assumes all parking spaces are utilized.

OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

Department of Children and Family Services
3530 Wilshire Boulevard, Floor 5

Leased Area (sq.ft.)	34,198	
Term (months)	18	
Annual Rent Adjustment	4.00%	
	Cost Per RSF Per Month	**Cost Per RSF Per Year**
Base Rent	$2.90	$34.80
	Cost Per Space Per Month	**Cost Per Space Per Year**
Parking (68 parking spaces)	$160	$1,920
Additional Parking (69 parking spaces)	$192	$2,304

	1st Year	2nd Year (6 months)	Total 18 Month Rental Costs
Annual Base Rent Costs [1]	1,190,091	618,848	**1,808,939**
Parking Costs [2]	289,536	144,768	**434,304**
Total Annual Rental Costs	**1,479,627**	**763,616**	**2,243,243**

[1] Annual base rent includes fixed 4 percent annual increases.
[2] The parking costs includes 68 parking spaces at a annual fee of $1920 per parking space and an additional 69 parking spaces at a annual fee of $2304 per parking space for a total of 137 parking spaces.

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

ATTACHMENT C

DEPARTMENTS OF PUBLIC HEALTH
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
PROBATION DEPARTMENT
SPACE SEARCH – 3 MILE RADIUS
3530 WILSHIRE BOULEVARD, LOS ANGELES

LACO	Name	Address	Proprietor	Ownership Type	Property Use	Gross SqFt	Net SqFt	Vacant
A405	BOS/Arts Commission - Wilshire - Bixel Building	1055 Wilshire Blvd Ste. 800 Los Angeles 90017	Board of Supervisors	Leased	Multi Use Bldg - Office	9,906	9,410	NONE
A675	DA - Metro Court/DCFS Metro North/ERCP/Call Center	1933 S Broadway Los Angeles 90007	Children and Family Services	Leased	Multi Use Bldg - Office	148,483	141,059	NONE
A216	DPSS - Appeals & State Hearings	811 Wilshire Blvd Suite 1118 Los Angeles 90017	Public Social Services	Leased	Multi Use Bldg - Office	5,665	5,439	NONE
A118	Citizens Commission On Jail Violence	355 S Grand Ave Los Angeles 90071	Chief Executive Office (CEO)	Gratis Use	Multi Use Bldg - Office	60,984	60,984	NONE
B500	DHS - Workforce Development Program	500 S Virgil Ave Los Angeles 90020	Health Services	Permit	Multi Use Bldg - Office	8,000	7,200	NONE
A578	Auditor - Shared Services Initiative	3470 Wilshire Blvd Los Angeles 90010	Auditor-Controller	Leased	Multi Use Bldg - Office	21,500	20,425	NONE
A627	County Admin Offices - LA World Trade Center	350 S Figueroa St. Los Angeles 90071	County Counsel	Leased	Multi Use Bldg - Office	68,314	65,511	NONE
A632	Office of Inspector	312 S Hill St. Grand Central Market Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	9,782	9,293	NONE
Y193	Parks & Recreation - Headquarters Building	433 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	31,862	21,777	NONE
5456	Health Services Administration Building	313 N Figueroa St. Los Angeles 90012	Health Services	Owned	Multi Use Bldg - Office	221,359	130,143	NONE
10108	Parks and Recreation Planning and Development	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office	30,788		NONE
10112	Regional Parks and Open Space District	510 S Vermont Ave Los Angeles 90020	Parks and Recreation	Owned	Multi Use Bldg - Office			NONE
5266	Metropolitan Courthouse	1945 S Hill St. Los Angeles 90007	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	303,433	136,422	NONE
X317	DCSS - Le Sage Complex 4 Story Building	3175 W 6th St. Los Angeles 90020	WDACS	Owned	Multi Use Bldg - Office	52,230	40,146	NONE
A369	DCFS - Headquarters Annex	501 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	17,751	15,976	NONE
A413	Human Resources - Wilshire Square Two Building	3333 Wilshire Blvd Los Angeles 90010	Human Resources	Leased	Multi Use Bldg - Office	85,991	72,804	NONE
A425	DCFS - Headquarters Building	425 Shatto Pl Los Angeles 90020	Children and Family Services	Leased	Multi Use Bldg - Office	81,912	77,816	NONE
X550	Mental Health - Le Sage Complex Tower	550 S Vermont Ave Los Angeles 90020	Mental Health	Owned	Multi Use Bldg - Office	171,651	148,400	NONE

A336	Sheriff - Wilshire Centre Building	3055 Wilshire Blvd Los Angeles 90010	Sheriff	Leased	Multi Use Bldg - Office	7,755	7,115	NONE
A360	DPSS - Metro North AP/Calworks District Office	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	62,000	60,140	NONE
L360	DPSS - Metro North/CalWORKs District	2601 Wilshire Blvd Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	501,000	40	NONE
X510	Parks & Rec - Le Sage Complex 2 Story Building	510 S Vermont Ave Los Angeles 90020	Public Health	Owned	Multi Use Bldg - Office	31,540	24,835	NONE
A429	CEO - Real Estate Division/Service Integration	222 S Hill St. Los Angeles 90012	Public Defender	Leased	Multi Use Bldg - Office	34,737	30,798	NONE
A424	DPSS - Equitable Plaza Building	3435 Wilshire Blvd Los Angeles 90010	Public Social Services	Leased	Multi Use Bldg - Office	65,871	62,577	NONE
3154	Clara Shortridge Foltz Criminal Justice Center	210 W Temple St. Los Angeles 90012	Chief Executive Office (CEO)	CA - Superior Courts	Multi Use Bldg - Office	1,036,283	516,275	NONE
3155	Performing Arts Center - De Lisa Building/The Annex	301 N Grand Ave Los Angeles 90012	WDACS	Owned	Multi Use Bldg - Office	27,582	17,978	NONE
0181	Kenneth Hahn Hall of Administration	500 W Temple St. Los Angeles 90012	Board of Supervisors	Owned	Multi Use Bldg - Office	958,090	557,268	NONE
0156	Hall of Records	320 W Temple St. Los Angeles 90012	District Attorney	Owned	Multi Use Bldg - Office	438,095	260,776	NONE
A532	PH Health - Wilshire Metroplex Building	3530 Wilshire Blvd Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	113,027	101,920	NONE
B922	DPSS - Wilshire Special District Office	2415 W 6th St. Los Angeles 90057	Public Social Services	Leased	Multi Use Bldg - Office	46,228	42,065	NONE
B695	PH - Immuniz&Envir Health/Mental Health	695 S Vermont Ave Los Angeles 90010	Public Health	Leased	Multi Use Bldg - Office	125,622	118,605	NONE

ATTACHMENT D

FACILITY LOCATION POLICY ANALYSIS

Proposed lease renewal: Five-year Lease agreement for the Department of Public Health – 3530 Wilshire Blvd., Los Angeles – Second Supervisorial District. One 18-month lease for DCFS and Probation until relocation is arranged.

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area – The proposed lease will provide a five-year lease extension for the existing DPH program and two short-term lease extensions for DCFS and Probation within Service Planning Area 4.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population**:** Continuing need for existing operation in the greater SPA 4 region in support of Public Health programs.

- Need for proximity to existing County facilities: Close to other County departments.

- Need for proximity to Los Angeles Civic Center: The current site provides a central location, seven miles east of Downtown Los Angeles and is accessible to public transportation.

- Economic Development Potential: N/A

- Proximity to public transportation: The location is adequately served by local transit including a nearby Metro station.

- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.

- Use of historic buildings: N/A

- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet the Department's needs.

- Compatibility with local land use plans: The site is currently zoned commercial, and the current use is consistent with the building's use and zoning and not in conflict with the goals and policies of the City of Los Angeles. A notification letter has been sent pursuant to Government Code Section 25351.

- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum costs associated with the proposed DPH lease are $4,150,154, which includes base rent of $2,319,212, parking of $546,096, and up to $5,331,520 in additional TI costs. The initial annual maximum costs associated with the

proposed DCFS lease are $1,479,627 which includes base rent of $1,190,091 and parking of $289,536. The initial annual maximum costs associated with the proposed Probation lease are $584,127, which includes base rent $470,079, and parking of $114,048.

Rental costs for DPH are paid via grant funding, health fees and net County cost. DCFS is approximately 70 percent provided by State and Federal funding. Probation is net County cost.

D. Analyze results and identify location alternatives

Based upon the space and service needs of the Departments, CBRE surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based upon a review of available industry data, CBRE, as CEO's representative, has established that the annual average rental rate for similar space is $29.17 per square foot per year on a full-service gross basis. Therefore, the base annual rent of $28.80 per square foot per year full-service gross for the proposed leases, represents a rate below the average market rate for the area.

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

The existing facility provides proper accommodations for the Departments within the indicated service area. The proposed leases are0 in conformance with the Asset Management Principles as outlined in Attachment A. The consolidation of services for DPH within the existing facility will continue to provide an appropriate location, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012.

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Department of Public Health

METROPLEX, LLC - Landlord

3530 WILSHIRE BOULEVARD

SUITES 700, 800, 900

LOS ANGELES, CA 90010

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Defined Terms Relating to Landlord's Work Letter	4
	1.3 Exhibits to Lease	5
	1.4 Landlord's Work Letter	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Early Termination	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20

18. CONDEMNATION 20
18.1 Controlling Terms 20
18.2 Total Taking 21
18.3 Partial Taking 21
18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35

33. IRREVOCABLE OFFER.....37
34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.....37
35. OPTION TO EXTEND.....37

EXHIBITS

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

LANDLORD'S WORK LETTER

Addendum A – Base Building Improvements
Addendum B – Tenant Improvements
Addendum C – Form of Preliminary and Final TI Cost Statement

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between Metroplex, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

a. Landlord's Address for Notice:	METROPLEX, LLC 3530 Wilshire Boulevard, Suite 630 Los Angeles, CA 90010 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 64,572 rentable square feet located on the 7th, 8th, and 9th Floors of the Building (defined below) and commonly known as Suites 700, 800 and 900, as shown on

	Exhibit A attached hereto.
d. Building:	The building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010, which is currently assessed by the County Assessor as APN 5094-001-019, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Five (5) years, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the sixth (6th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$187,258.80 per month (which is based upon a rental rate of $2.90 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $2,247,105.60 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	64,572 square feet
k. Initial Departmental Use:	Office use for the Department of Public Health, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable

	square feet of the Premises per month (which allocation is currently 129 parking spaces) at the Building's prevailing rates, which are currently $160 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $192 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 258 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

a. Tenant Improvement Allowance:	$968,580.00 (which is based upon the rate of $15.00 per rentable square foot)
b. Tenant's TI Contribution:	$5,165,760.00 (which is based upon the rate of $80.00 per rentable square foot)
c. Change Request Contingency	[Intentionally Omitted]

d.	Tenant Improvement Amortization Rate and Change Request Amortization Rate:	Seven percent (7%) per annum
e.	Tenant's Work Letter Representative:	Bryan Bell
f.	Landlord's Work Letter Representative:	Property Manager and/or an assigned staff member of Landlord
g.	Landlord's Address for Work Letter Notice:	METROPLEX, LLC 3530 Wilshire Boulevard, Suite 630 Los Angeles, CA 90010 Attn: Property Manager With a copy to: METROPLEX, LLC 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
h.	Tenant's Address for Work Letter Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3	Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease
1.4	Landlord's Work Letter (Executed concurrently with this Lease and incorporated herein by this reference):	Landlord's Work Letter Addendum A: Base Building Improvements Addendum B: Tenant Improvements Addendum C: Form of Preliminary and Final TI Cost Statement

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Termination Rights

Provided Tenant is not in material default under any material term or provision contained in the Lease (e.g., Rent) beyond any applicable notice and cure period, Tenant shall have a two-time right ("Termination Option") to terminate the Lease effective as of the last day of the thirty-sixth (36th) month of the Term ("Termination Date"), by giving no less than six (6) months prior written notice to Landlord of such intent ("Termination Notice"). If Tenant timely and properly exercises the Termination Option, the Lease shall expire on the Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease. In the event that such Termination Option is exercised, Tenant shall pay to Landlord a termination fee in an amount equivalent to the unamortized balance remaining to be reimbursed to Landlord of the Tenant Improvement Costs (as such term is defined in the Work Letter) (the "Termination Fee"). For purposes of calculating the Termination Fee, the costs described above shall be amortized over the sixty (60) months of the Term. Tenant shall pay the Termination Fee at the time of delivery of the Termination Notice to Landlord. If Tenant fails to timely deliver the Termination Notice or pay the Termination Fee, Tenant shall be considered to have elected not to exercise the Termination Option. The rights contained in this Section 4.2 shall be personal to the originally named Tenant and may be

exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Termination Option in accordance with the terms of this section.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1	$187,258.80	$2.90
2	$194,749.15	$3.02
3	$202,539.12	$3.14
4	$210,640.68	$3.26
5	$219,066.31	$3.39

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall

continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $432.00 per hour (four hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord

ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

ii. Federal tax ID number for new owner;

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

iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

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

Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation,

sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

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

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

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

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming

Landlord and its Agents as an additional insured, with limits of not less than:

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently one hundred twenty-nine (129) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $160.00 per unreserved space per month, subject to change.

Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $192.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently two hundred fifty-eight (258) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to

cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G 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

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 F attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Building included herein.

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

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, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place

of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises which becomes available during the Term (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Any space that is vacant as of the Commencement Date shall not be deemed to be a space that "becomes available" during the Term and therefore shall not be considered an Additional Premises. Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have thirty (30) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

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

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

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

35. OPTION TO EXTEND

35.1 Option Terms

Provided Tenant is not in material default under any material term or provision contained in the Lease beyond any applicable notice and cure period, and is in possession of the Premises at the time Tenant exercises its option, Tenant shall have one (1) option to extend the Term of this Lease ("Extension Option") for an additional period of forty-eight (48) months ("Option Term") for all of the space then under the Lease under the same terms and conditions except for the monthly installment of Base Rent. If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice to Landlord no less than six (6) months prior to the expiration of the then existing Term ("Exercise Notice"). If Tenant fails to timely deliver the Exercise Notice, Tenant shall be considered to have elected not to exercise the Extension Option. The Base Rent payable during the Option Term shall be the fair market rental rate for the Premises (based on comparable space in the same locality and taking into account any rent abatement, tenant improvement allowances or other monetary concessions generally available with respect to such comparable spaces) as of the date of the Exercise Notice but shall not be less than the monthly installment of Base Rent payable by Tenant immediately before the Option Term. Landlord and Tenant shall have until the date that is thirty (30) days following the date that Landlord receives Tenant's Exercise Notice to mutually agree upon the new Base Rent for the Option Term. Except for Base Rent at the new rate, all of the terms and conditions of the Lease shall remain the same and shall remain in full force and effect throughout the Option Term; provided, however, that any free rent, improvement allowances, moving allowances, lease assumption payments, plan design allowances (or payments), expansion options, opportunity rights or other similar concessions provided for in the Lease shall not apply during any Option Term. The rights contained in this Section 35.1 shall be personal to the originally named Tenant and may be exercised only by the originally named Tenant (and not any assignee, sublessee, or other transferee of Tenant's interest in this Lease) and only if the originally named Tenant occupies the entire Premises as of the date it exercises the Extension Option in accordance with the terms of this section.

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

LANDLORD:

METROPLEX, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 METROPLEX, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

2) Tenant has accepted possession of the Premises and now occupies the same;

3) The Lease commenced on _____ ("Commencement Date");

4) The Premises contain _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

METROPLEX, LLC,
a California limited liability company

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:

Tax/S.S. ID#
Signature
Date Email
Phone No. Fax No.

Lessor Name #1
Lessor Name #2
Attn or c/o
Address
City State Zip
Payable On 1
Expiration Date Current Status

Amount (as of signature date)
Amount (as of CPI adj date)
Property Location

UNIT/ORG# 00000 Lease No: 00000
Doc.ID: GAX Account No
Vendor Code: Disbursement Code: 818
Disbursement Type Warrant
LINE # 01 FUND A01

Ref Doc Code: GAEBL Ref Vendor Line: 1
Ref Doc Dept: RE Ref acctg. Line: 1
Ref Doc ID: Ref Type: Partial

Authorization Initials/Signatures		
Initials	Signature	Level

Acct Period	Budget FY*	GAX #	PV Date	Invoice # (Month)	Rent For:	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL MO PT
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period ** Leave blank except entering commitments or expenditure accrual

PV_Leasing accdb Report Name 00000-00000_17-18

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012 **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), METROPLEX, LLC, a California limited liability company, ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: METROPLEX, LLC,
a California limited liability company

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 METROPLEX, LLC, a California limited liability company (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:

METROPLEX, LLC,
a California limited liability company
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Department of Children and Family Services

METROPLEX, LLC - Landlord

3530 WILSHIRE BOULEVARD

SUITES 400, 510

LOS ANGELES, CA 90010

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Exhibits to Lease	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Early Termination	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20
18.	CONDEMNATION	20
	18.1 Controlling Terms	20
	18.2 Total Taking	21
	18.3 Partial Taking	21

18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37

EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between METROPLEX, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

a. Landlord's Address for Notice:	METROPLEX, LLC 3530 Wilshire Boulevard, Suite 630 Los Angeles, CA 90010 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	A total of approximately 34,198 rentable square feet, consisting of (i) 23,795 rentable square feet located on the 4th floor of the Building (as defined below) and commonly known as Suite

	400, and (ii) 10,403 rentable square feet located on the 5th floor of the Building and commonly known as Suite 500, as shown on Exhibit A attached hereto.
d. Building:	The building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010, which is currently assessed by the County Assessor as APN 5094-001-019, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e. Term:	Eighteen (18) months, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the first day of the nineteenth (19th) month after the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f. Projected Commencement Date:	[Intentionally Omitted]
g. Irrevocable Offer Expiration Date: (see Section 33)	N/A
h. Base Rent:	$99,174.20 per month (which is based upon a rental rate of $2.90 per rentable square foot, adjustable only as provided in Section 5 hereof). Base Rent for the first (1st) year of the Term shall be $1,190,090.40 (adjustable as provided in Section 5 hereof).
i. Early Termination	Pursuant to Section 4.2
j. Rentable Square Feet in the Premises:	34,198 square feet
k. Initial Departmental Use:	Office use for the Department of Children and Family Services, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.

l. Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 68 parking spaces) at the Building's prevailing rates, which are currently $160 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $192 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 136 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Early Termination

In the event that Tenant completely vacates and surrenders the Premises to Landlord in accordance with Article 27 hereof at any time prior to the Termination Date, the Lease shall terminate effective immediately ("Early Termination Date"). In such event, the Lease shall expire on the Early Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Early Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1). Landlord

shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

From and after the first (1st) anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month. Thus, the monthly installment of Base Rent shall be as follows:

Months of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1-12	$99,174.20	$2.90
13-18	$103,141.17	$3.02

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease,

then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except

for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

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

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $432.00 per hour (four hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

   ii. Federal tax ID number for new owner;

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

   iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

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

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs,

including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently sixty-eight (68) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $160.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $192.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently one hundred thirty-six (136) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by

Tenant on the first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection

Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

[Intentionally omitted].

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant.

Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that

Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

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

LANDLORD:

METROPLEX, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 METROPLEX, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

2) Tenant has accepted possession of the Premises and now occupies the same;

3) The Lease commenced on _____ ("Commencement Date");

4) The Premises contain _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

METROPLEX, LLC,
a California limited liability company

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:		Lessor Name #1		UNIT/ORG# 00000 Lease No: 00000	Authorization Initials/Signatures		
Tax/S S ID#		Lessor Name #2		Doc.ID: GAX Account No	Initials	Signature	Level
Signature		Attn: or c/o		Vendor Code: Disbursement Code: 818			
Date	Email	Address		Disbursement Type Warrant			
Phone No.	Fax No	City, State, Zip		LINE # 01 FUND A01			
Amount (as of signature date)		Payable On	1	Ref Doc Code: GAEBL Ref Vendor Line: 1			
Amount (as of CPI adj. date)		Expiration Date	Current Status	Ref Doc Dept: RE Ref acctg. Line: 1			
Property Location				Ref Doc ID: Ref Type: Partial			

Acct Period*	Budget FY	GAX #	PV Date	Invoice # (Month)	Rent For	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL MO PY
		01															
		013															
		014															
		015															

* Leave Blank except for 13th Accounting Period ** Leave blank except entering commitments or expenditure accrual

PV_Leasing.accdb Report Name 00000-00000_17-18

LEGAL DESCRIPTION OF PREMISES

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012 **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), METROPLEX, LLC, a California limited liability company, ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: METROPLEX, LLC,
a California limited liability company

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 METROPLEX, LLC, a California limited liability company (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:

METROPLEX, LLC,
a California limited liability company
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES – Tenant

for

Probation Department

METROPLEX, LLC - Landlord

3530 WILSHIRE BOULEVARD

SUITE 501

LOS ANGELES, CA 90010

TABLE OF CONTENTS

		Page
1.	BASIC LEASE INFORMATION	1
	1.1 Terms	1
	1.2 Exhibits to Lease	5
2.	PREMISES	6
	2.1 Lease of Premises	6
3.	COMMON AREAS	6
4.	COMMENCEMENT AND EXPIRATION DATES	6
	4.1 Term	6
	4.2 Early Termination	7
5.	RENT	7
	5.1 Base Rent	7
	5.2 Base Rent Adjustments	8
6.	USES	8
7.	HOLDOVER	9
8.	COMPLIANCE WITH LAW	9
9.	DAMAGE OR DESTRUCTION	9
	9.1 Damage	9
	9.2 Tenant Termination Right	10
	9.3 Damage In Last Year	10
	9.4 Default By Landlord	10
10.	REPAIRS AND MAINTENANCE	11
	10.1 Landlord Representations	11
	10.2 Landlord Obligations	12
	10.3 Tenant Obligations	13
	10.4 Tenant's Right to Repair	13
11.	SERVICES AND UTILITIES	14
	11.1 Services	14
	11.2 Utilities	16
12.	TAXES	16
13.	LANDLORD ACCESS	16
14.	TENANT DEFAULT	17
	14.1 Default	17
	14.2 Termination	17
	14.3 No Effect on Indemnity	17
15.	LANDLORD DEFAULT	17
	15.1 Remedies	17
	15.2 Waiver	18
	15.3 Emergency	18
16.	ASSIGNMENT AND SUBLETTING	19
	16.1 Assignment and Subletting	19
	16.2 Sale	19
17.	ALTERATIONS AND ADDITIONS	20
	17.1 Landlord Consent	20
	17.2 End of Term	20
18.	CONDEMNATION	20
	18.1 Controlling Terms	20
	18.2 Total Taking	21
	18.3 Partial Taking	21

18.4 Restoration 21
18.5 Award 22
18.6 Waiver of Statute 22
19. INDEMNIFICATION 22
19.1 Landlord's Indemnity 22
19.2 Tenant's Indemnity 22
20. INSURANCE 23
20.1 Waiver 23
20.2 General Insurance Provisions – Landlord Requirements 23
20.3 Insurance Coverage Types And Limits 26
20.4 Landlord Requirements 27
21. PARKING 27
21.1 Tenant's Rights 27
21.2 Remedies 28
22. ENVIRONMENTAL MATTERS 28
22.1 Hazardous Materials 28
22.2 Landlord Indemnity 29
23. ESTOPPEL CERTIFICATES 30
24. TENANT IMPROVEMENTS 30
25. LIENS 30
26. SUBORDINATION AND MORTGAGES 30
26.1 Subordination and Non-Disturbance 30
26.2 Existing Deeds of Trust 30
26.3 Notice of Default 31
27. SURRENDER OF POSSESSION 31
28. SIGNAGE 31
29. QUIET ENJOYMENT 32
30. GENERAL 32
30.1 Headings 32
30.2 Successors and Assigns 32
30.3 Brokers 32
30.4 Entire Agreement 32
30.5 Severability 33
30.6 Notices 33
30.7 Governing Law and Venue 33
30.8 Waivers 33
30.9 Time of Essence 33
30.10 Consent 33
30.11 Community Business Enterprises 34
30.12 Memorandum of Lease 34
30.13 Counterparts 34
31. AUTHORITY 34
32. ACKNOWLEDGEMENT BY LANDLORD 35
32.1 Consideration of GAIN Program Participants 35
32.2 Solicitation of Consideration 35
32.3 Landlord Assignment 35
33. IRREVOCABLE OFFER 37

EXHIBITS

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the_____ day of _____, 20__ between METROPLEX, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1 Terms

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

a. Landlord's Address for Notice:	METROPLEX, LLC 3530 Wilshire Boulevard, Suite 630 Los Angeles, CA 90010 Attn: Property Manager With a copy to: 3470 Wilshire Boulevard, Suite 700 Los Angeles, CA 90010 Attn: Legal Department
b. Tenant's Address for Notice:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate With a copy to: County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012-2713 Attention: Property Division
c. Premises:	Approximately 13,508 rentable square feet located on the 5th floor of the Building (as defined below) and commonly known as Suite 501, as shown on Exhibit A attached hereto.

d.	Building:	The building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010, which is currently assessed by the County Assessor as APN 5094-001-019, together with any related land, improvements, parking facilities, common areas, driveways, sidewalks and landscaping (the "Building");
e.	Term:	One (1) year, commencing upon mutual execution of the Lease (the "Commencement Date"), and terminating at midnight on the day before the first (1st) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
f.	Projected Commencement Date:	[Intentionally Omitted]
g.	Irrevocable Offer Expiration Date: (see Section 33)	N/A
h.	Base Rent:	$39,173.20 per month (which is based upon a rental rate of $2.90 per rentable square foot, adjustable only as provided in Section 5 hereof). Total Base Rent for the Term shall be $470,078.40 (adjustable as provided in Section 5 hereof).
i.	Early Termination	Pursuant to Section 4.2
j.	Rentable Square Feet in the Premises:	13,508 square feet
k.	Initial Departmental Use:	Office use for the Probation Department, or any other lawful governmental purpose not incompatible with other uses in the Building, subject to Section 6.
l.	Parking Spaces:	Subject to Section 21.1, Tenant shall have the right to purchase parking stalls at the ratio of two (2) unreserved stalls per 1,000 rentable square feet of the Premises per month (which allocation is currently 27 parking spaces) at the

	Building's prevailing rates, which are currently $160 per stall per month, subject to change, and additional stalls above the permitted ratio on a month-to-month basis at one hundred twenty percent (120%) of the Building's prevailing rates, which adjusted rates are currently $192 per stall per month, subject to change, up to a total amount of four (4) unreserved stalls per 1,000 rentable square feet of the Premises per month (which total amount is currently 54 parking spaces). Tenant shall have the right to pay for its' parking charges, as defined above, in conjunction with their monthly rent.
m. Normal Working Hours:	7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturdays, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed), and to the extent of utilities or services provided by union members engaged at the Building, such other holidays observed by such unions.
n. Asbestos Report:	A report dated _____, 201__ prepared by _____, a licensed California Asbestos contractor.
o. Seismic Report	A report dated _____, 201___ prepared by the Department of Public Works.
p. Disabled Access Survey	A report dated _____, 201___ prepared by the Department of Public Works.

1.2 Exhibits to Lease	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - Form of Payment Voucher Exhibit D - HVAC Standards Exhibit E - Cleaning and Maintenance Schedule Exhibit F - Subordination, Non-Disturbance and Attornment Agreement Exhibit G - Tenant Estoppel Certificate Exhibit H - Community Business Enterprises Form Exhibit I - Memorandum of Lease

2. PREMISES

2.1 Lease of Premises

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

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1 Term

The Term of this Lease shall commence on the Commencement Date and terminate on the Termination Date. Within thirty (30) days of 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.

4.2 Early Termination

In the event that Tenant completely vacates and surrenders the Premises to Landlord in accordance with Article 27 hereof at any time prior to the Termination Date, the Lease shall terminate effective immediately ("Early Termination Date"). In such event, the Lease shall expire on the Early Termination Date with the same force and effect as if such date were the stated expiration date of the Lease and Landlord and Tenant shall have no further obligations under the Lease after the Early Termination Date except for any obligations or liabilities that explicitly survive termination as set forth in the Lease.

5. RENT

5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 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 prior to the Commencement Date, Landlord must file with the Auditor of the County of Los Angeles a payment voucher for the Base Rent attributable to the initial month(s) of the Term up to and including June of the first year during the Term, and annually thereafter, on or before June 15 of each subsequent calendar year, for the Base Rent attributable to the following twelve (12) months (i.e., beginning July 1), if

applicable. Landlord shall submit such payment vouchers in the same form as Exhibit C attached hereto, along with a completed IRS form W-9 and evidence of insurance in compliance with Section 20.1. If Landlord fails to timely file any payment voucher as required pursuant to this Section 5.1, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) days after Landlord files such payment voucher for the applicable period. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments

The monthly installment of Base Rent for the twelve (12) months of the Term shall be as follows:

Year of Term	*Monthly Installment of Base Rent*	*Rate per Rentable Square Foot*
1	$39,173.20	$2.90

In the event that, prior to the Termination Date, the Lease is not (i) terminated pursuant to Section 4.2 or as otherwise provided herein, or (ii) extended pursuant to separate written agreement between Landlord and Tenant, then beginning on the first day of the thirteenth (13th) month after the Commencement Date (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be increased by four percent (4%) of the Base Rent payable in the immediately preceding month.

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 or for any other governmental purposes or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Normal Working Hours, after Normal Working Hours, and on weekends and holidays.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with Article 5 above), plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. All options, rights of first refusal, concessions and discounts, if any, granted under this Lease shall be deemed terminated and of no force or effect during such holdover period. In the event of Tenant holdover, the monthly installment of Base Rent, shall be increased to one hundred twenty-five percent (125%) of the then existing Base Rent for the first twelve (12) months following

the expiration of the Lease Term. Thereafter, the Holdover rate shall be one hundred fifty percent (150%) of the Base Rent at the time of the lease expiration.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant ("Applicable Laws"). Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises. Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (a) violates any Applicable Law; or (b) causes or is reasonably likely to cause damage to the Building or the Premises; or (c) violates any Building rules or regulations promulgated by Landlord and applicable to all tenants in the Building.

9. DAMAGE OR DESTRUCTION

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days after the date of the damage or destruction, then Landlord shall promptly, upon written notice from Tenant to Landlord of such damage and at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten (10) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of

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

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving 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, then Tenant may:

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 Landlord.

10. REPAIRS AND MAINTENANCE

10.1 Landlord Representations

a. Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:

i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;

iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined), except for routine office and janitorial supplies in usual and customary quantities for offices stored, used and disposed of in accordance with all Environmental Laws; and

iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

b. Landlord represents, based upon a professional inspection of the Premises and the Common Areas and the Asbestos Report (as defined in Section 1.1) that the Premises and the Common Areas contain no asbestos containing materials (other than as may be reflected in the Asbestos Report).

c. CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas"" have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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

10.2 Landlord Obligations

a. The Lease will be a full-service lease whereby all responsibilities for repair, maintenance, and replacement will be the sole responsibility of Landlord. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the following at Landlords sole cost and expense:

i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, concrete slab and footings, roof, roof membrane, roof

covering, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;

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

iii. the Common Areas;

iv. exterior windows of the Building; and

v. elevators serving the Building.

b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:

i. the floor covering (if such floor covering is carpet tiles it shall be replaced as needed as a result of damage such as frays, tears, or holes, and like damage);

ii. painting interior partitions (which shall be repainted as needed);

iii. doors;

iv. plate glass;

v. the interior side of demising walls (which shall be repainted as needed);

vi. interior ceiling

vii. Building standard signage (but excluding any other Tenant signage); and

viii. emergency exit signage and battery replacement

Landlord shall, to the best of its ability, provide any reports, maintenance records, or other documentation as may be reasonably requested from time to time.

10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, and subject to Section 20.4 hereof, Tenant shall be responsible for (i) the cost of repairing any area of the Building damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

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

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

c. be made and performed in accordance with all laws.

10.4 Tenant's Right to Repair

a. If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than five (5) business days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days, 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, at its sole discretion, acting through the 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, in which case Tenant shall promptly reimburse Landlord for such cost, provided that the cost of any such repairs, maintenance, building services and/or alterations that are the responsibility of Tenant shall not exceed $5,000. 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 remedies found in, but not limited to, Sections 4 through 13 of 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.

11. SERVICES AND UTILITIES

11.1 Services

a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours 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 D attached hereto. If Tenant needs HVAC outside of Normal Working Hours, Tenant shall provide no less than forty-eight (48) hours' prior notice to Landlord and pay as additional rent the costs of after-hour HVAC at the Building's prevailing rates without mark-up, which prevailing rates are currently $432.00 per hour (four hour minimum), subject to change.

b. Electricity

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

c. Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. 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 warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

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

f. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building, unless closure of the Premises is required due to maintenance, repair, safety concerns, destruction, condemnation, or other reasons necessary for the restriction of access to such area.

g. Pest Control

As needed, Landlord at its sole cost and expense shall provide interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

h. Security

Landlord, at Landlords sole cost and expense, shall provide security services at a standard similar to other comparable buildings in Los Angeles.

11.2 Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

12. TAXES

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

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

13. LANDLORD ACCESS

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

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 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. Under no circumstances shall Tenant be liable for punitive damages, lost profits, speculative, consequential or other such damages.

15. LANDLORD DEFAULT

15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

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

b. to pursue the remedy of specific performance;

c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due (provided that under no circumstances shall Landlord be liable for punitive damages, lost profits, speculative, consequential or other such damages); and/or

d. to terminate this Lease.

15.2 Waiver

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

15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, that (i) Tenant shall notify Landlord within five (5) business days of such assignment, subletting or other transfer, (ii) the assignee or sublessee's use shall not interfere with or violate any other tenant's use (including exclusive uses), or contractual rights; and (iii) no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16.2 Sale

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

Upon any sale or transfer of the Building, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice, as a condition of Tenant's obligation to pay Base Rent to the new owner:

a. Written evidence of the transfer of the Building (e.g., a recorded deed), or a letter from the transferor confirming that the Building was transferred to the new owner.

b. A signed letter including the following information:

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

   ii. Federal tax ID number for new owner;

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

   iv. Proof of insurance.

c. A W-9 form for new owner

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. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

a. complies with all laws;

b. is not visible from the exterior of the Premises or Building;

c. will not materially affect the systems or structure of the Building;

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

e. does not require a building permit.

If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

17.2 End of Term

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

18. CONDEMNATION

18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2 Total Taking

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

18.3 Partial Taking

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

18.4 Restoration

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

18.5 Award

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

18.6 Waiver of Statute

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

19. INDEMNIFICATION

19.1 Landlord's Indemnity

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

19.2 Tenant's Indemnity

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

20. **INSURANCE**: During the term of this Lease, the following insurance requirements will be in effect:

20.1 Waiver

Both the Tenant and the 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

Certificate(s) of insurance coverage (Certificate) satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and Tenant's Agents (defined below) are named as Additional Insureds under the Landlord's Commercial General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the Commencement Date of this Lease.

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 should litigation arise.

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 the 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. Notwithstanding the foregoing, financial ratings need not be shown on the Certificates but shall be provided separately.

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.

Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

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

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

b. Additional Insured Status and Scope of Coverage

Tenant and its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant's Agents"), shall be named as additional insureds under Landlord's Commercial General Liability Insurance policy with respect to the Building. Tenant's additional insured status shall apply whether liability is attributable to the Landlord, Tenant or Tenant's Agents. 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 set forth herein. Use of an automatic additional insured endorsement form is acceptable, provided that it satisfies the Required Insurance provisions set forth herein.

c. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance ("Insurance Notice") may constitute a material breach of the Lease, in the sole discretion of the Tenant. Should Landlord or its insurers fail to provide the required Insurance Notice within thirty (30) days of written notice from Tenant that it did not receive the required Insurance Notice, Tenant may suspend or terminate this Lease.

d. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

e. Insurer Financial Ratings

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

f. Landlord's Insurance Shall Be Primary

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

g. Waiver of Subrogation

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

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

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs,

including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

i. Claims Made Coverage

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

j. Application of Excess Liability Coverage

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

k. Separation of Insureds

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

l. Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

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

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

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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance. A certificate evidencing insurance coverage or letter evidencing self-insurance 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:

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

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

a. Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Landlord's property, any tenant improvements and betterments to the Premises, any furniture or furnishings which will become the property of Tenant upon expiration of the Term, and on all modular furniture installed in 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 lease two (2) monthly unreserved parking spaces for each one thousand (1,000) rentable square feet of Tenant's leased Premises, which allocation is currently twenty-seven (27) unreserved parking spaces, for the Term of this Lease at the Building's prevailing parking rates, which are currently $160.00 per unreserved space per month, subject to change. Tenant may lease additional parking spaces on a month to month basis at one hundred twenty percent (120%) of the Building's prevailing parking rates, which adjusted rates are currently $192.00 per unreserved space per month, subject to change. Notwithstanding the foregoing, in no event shall the total number of parking spaces leased by Tenant pursuant to this Section 21.1 exceed four (4) spaces per one thousand (1,000) rentable square feet of Tenant's leased Premises, which total number is currently fifty-four (54) parking spaces. Tenant acknowledges that all such parking spaces are to be used on a non-exclusive basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. No tandem parking shall be required, and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord (or, at Landlord's option, the operator or lessee of the parking facilities) from time to time, provided that such procedures shall be uniformly applied to all tenants. The cost of any parking spaces leased by Tenant hereunder shall be payable by Tenant on the

first day of each calendar month of the Term of this Lease in addition to the Base Rent in Article 5

21.2 Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 18 in the event of casualty or condemnation), then Tenant shall provide thirty (30) days written notice to Landlord and Landlord shall have thirty (30) days to cure; provided, however, if more than thirty (30) days are reasonably required for its cure then Landlord shall not be deemed to be in default if Landlord commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. If at the end of the thirty (30) day period, Landlord has not cured or commenced to cure, then Tenant may:

a. terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or

b. deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided (excluding any parking spaces that Landlord provides alternative parking arrangements for pursuant to this Section 21.1) multiplied by a factor of 1.5, but such deduction from Base Rent shall not be more than ten percent (10%) of the Base Rent.

22. ENVIRONMENTAL MATTERS

22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, or the Common Areas ("Tenant's Hazardous Materials"), except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection

Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials, except for those caused or exacerbated by Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written request from Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit G attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

[Intentionally omitted].

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant.

Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

26. SUBORDINATION AND MORTGAGES

26.1 Subordination and Non-Disturbance

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

26.2 Existing Deeds of Trust

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

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Building gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord hereunder which could permit Tenant to terminate this Lease, along with an additional ten (10) days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture). If Tenant fails to remove any such items ("Abandoned Items") or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant shall pay Landlord the cost thereof upon demand. Notwithstanding the foregoing to the contrary, in the event that Landlord gives its consent, pursuant to the provisions of Section 17.1 of this Lease, to allow Tenant to make an Alteration in the Premises, Landlord agrees, upon Tenant's written request, to notify Tenant in writing at the time of the giving of such consent whether Landlord will require Tenant, at Tenant's cost, to remove such Alteration at the end of the Lease Term.

28. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances only within and inside Tenant's Premises. Tenant shall not display any signs on the exterior or roof of the Building or in the Common Areas of the Building. Tenant may not install or display any signs, window coverings, blinds, or other items (included those located behind the Landlord-approved window coverings for the Building) visible from the exterior of the Premises without Landlord's prior written approval, which Landlord may, in Landlord's reasonable discretion, grant or withhold. Any signs, notices, logos, pictures, names or advertisements that are installed by or for Tenant without Landlord's approval may be removed without notice by Landlord at Tenant's expense. Notwithstanding the foregoing or any language to the contrary, Tenant shall be allowed directory language in the Building lobby and Suite signage, both of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 RSF of the Premises on the Building's directory board in the main lobby of the Building. Tenant shall also have the right to install building standard identification signage in the elevator lobbies of the floors of the Premises.

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 CBRE, Inc. ("CBRE") and as otherwise disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The parties agree that Landlord shall be solely responsible for the payment of any brokerage commissions to CBRE and that

Tenant shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If Tenant has dealt with any person or real estate broker other than CBRE in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or brokerage firm.

30.4 Entire Agreement

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

30.5 Severability

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

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, (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 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 H 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 I attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

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

32.3 Landlord Assignment

a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Building with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Building through any type of bond financing vehicle, including but not limited to certificate of participation financing.

d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

e. Landlord shall give the County 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 two weeks prior to the effective date thereof.

f. Landlord shall not furnish any information concerning County 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 County) to any person or entity, except with County's prior written consent. Landlord shall indemnify, defend and hold County 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.

g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

32.4 Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the county has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of county employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all county employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside county facilities and except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.).

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

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

LANDLORD:

METROPLEX, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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 METROPLEX, LLC, a California limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 3530 Wilshire Boulevard, Los Angeles, CA 90010 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");

2) Tenant has accepted possession of the Premises and now occupies the same;

3) The Lease commenced on _____ ("Commencement Date");

4) The Premises contain _____ rentable square feet of space; and

5) Landlord has paid a commission in the amount of $_____ to Tenant pursuant to Section 30.3 of the Lease.

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

Tenant:

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name_____
Its_____

Landlord:

METROPLEX, LLC,
a California limited liability company

By: _____
Name_____
Its_____

EXHIBIT C

PAYMENT VOUCHER

CEO-REAL ESTATE DIVISION
RENT PAYMENT VOUCHER
FISCAL YEAR 2017-18

18-Aug-17

To be completed by Lessor:		Lessor Name #1		UNIT/ORG# 00000	Lease No: 00000
Tax/S.S. ID#		Lessor Name #2		Doc ID: GAX	Account No
Signature		Attn: or c/o		Vendor Code:	Disbursement Code: 818
Date	Email:	Address		Disbursement Type: Warrant	
Phone No	Fax No:	City, State, Zip		LINE # 01 FUND A01	
Amount (as of signature date)		Payable On	1	Ref Doc Code: GAEBL	Ref Vendor Line: 1
Amount (as of CPI adj. date)		Expiration Date	Current Status	Ref Doc Dept: RE	Ref acctg. Line: 1
Property Location:				Ref Doc ID:	Ref Type: Partial

Authorization Initials/Signatures		
Initials	Signature	Level

Acct Period	Budget FY	GAX #	PV Date	Invoice # (Month)	Rent For	Sch Pymt Date	Document Total	S/H Code	Line Amount	I/D	Input/Authorization Initials/Dat Input	Level #1	Level 2/3/4/5	Warrant #	PAID Issue Date	Amount Paid	BILL MO PT
		01															
		013															
		014															
		015															

Leave Blank except for 13th Accounting Period

Leave blank except entering commitments or expenditure accrual

PV_Leasing.accdb Report Name 00000-00000_17-18

LEGAL DESCRIPTION OF PREMISES

EXHIBIT D

HEATING, VENTILATION
AND AIR CONDITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours 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 E

CLEANING AND MAINTENANCE SCHEDULE

1. DAILY (Monday through Friday)

   A. Carpets vacuumed.

   B. Composition floors dust-mopped.

   C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.

   D. Waste baskets, other trash receptacles emptied.

   E. Chairs and waste baskets returned to proper position.

   F. Fingerprints removed from glass doors and partitions.

   G. Drinking fountains cleaned, sanitized and polished.

   H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.

   I. Bulb and tube replacements, as required.

   J. Emergency exit signage and egress battery replacement (if applicable)

   K. Graffiti expunged as needed within two working days after notice by Tenant

   L. Floors washed as needed.

   M. Kitchen/lunchroom/restroom supplies replenished, including paper supplies, soap and _____.

   N. Exclusive day porter service from _____ a.m. to _____ p.m. (if provided by contract).

2. WEEKLY

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

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

3. MONTHLY

   C. Floors washed and waxed in uncarpeted office area.

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

   E. Upholstered furniture vacuumed, plastic and leather furniture wiped

F. Picture moldings and frames dusted.

G. Wall vents and ceiling vents vacuumed.

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

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

4. QUARTERLY

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

K. Wood furniture polished.

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

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

5. SEMI-ANNUALLY

N. Windows washed as required inside and outside but not less frequently than twice annually.

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

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

6. ANNUALLY

Q. 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.

R. 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.

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

7. AS NEEDED

T. 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.

U. 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.

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

W. 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:

ii. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];

iii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and

iv. clean light traffic areas a minimum of once per year.

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

E. 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 E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.

F. All HVAC ducts cleaned as needed.

8. 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 F

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)
)
County of Los Angeles)
Chief Executive Office)
Real Estate Division)
222 South Hill Street)
3rd Floor)
Los Angeles, California 90012 **Space above for Recorder's Use**

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

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

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the ____ day of _____, 200__ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), METROPLEX, LLC, a California limited liability company, ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Building (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 Building 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 Building 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 Building or right of first offer to purchase the Building in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Building" and "Purchaser". As used herein, the term "Transfer of the Building" means any transfer of Borrower's interest in the Building 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 Building 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 Building 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 month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

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

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

To Lender: _____
_____
_____
_____

To Borrower: _____
_____
_____
_____

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

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

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

By:_____
Name:_____
Title:_____

BORROWER: METROPLEX, LLC,
a California limited liability company

By:_____
Name:_____
Title:_____

LENDER: [*Insert name of Lender*],

By:_____
Name:_____
Title:_____

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)

EXHIBIT G

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 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.

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 H

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	Owners, Partners and All O.P &	Women	Managers All	Managers Women	Staff All Staff	Staff Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan						
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.

3. Provide the percentage of	All Emplo	Wome
Black/African		
Hispanic/Latin		
Asian American		
Portuguese American		
American		
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

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 I

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

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 METROPLEX, LLC, a California limited liability company (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:

METROPLEX, LLC,
a California limited liability company
By: _____
Its: _____

By: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES,

a body corporate and politic

SACHI A. HAMAI
Chief executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature (Seal)