

5.8.4 Compliance with Insurance, Construction Documents and Laws; Issuance of Permits. With respect to any and all construction work on the Hotel Property, including without limitation the Redevelopment Work and Alterations, Lessee shall (a) not commence such work until after satisfaction of the conditions set forth in Section 5.5 and providing County with evidence of its compliance with the insurance requirements for such work set forth in Article 9 below, (b) complete such work in substantial compliance with applicable construction documents submitted to and approved by County in accordance with the review and approval procedures set forth in Sections 5.3 and 5.4, and (c) cause such work to be performed in compliance with all required permits and Applicable Laws then in effect, including, without limitation, the LCP and CDP. Lessee shall have the sole responsibility, at its sole cost and expense, for obtaining all necessary permits for such work and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

5.8.5 Notice to Chief Real Estate Officer; Damage to County Improvements. Lessee further agrees to keep the CREO Office apprised of the progress of the Redevelopment Work and any Alterations so that Chief Real Estate Officer may timely inspect the Hotel Property to assure proper safeguarding of any County-owned improvements existing on or around the Hotel Property, including but not limited to seawalls and neighboring properties. If any County-owned improvement is damaged in connection with said construction activity, Lessee agrees to repair such damage immediately at no cost or expense to County or, in the event that Lessee fails to effectuate such repair within five (5) business days after written notice from County (or such longer period as may be reasonably required to complete such repair so long as Lessee commences such repair within five (5) business days and thereafter diligently prosecutes same to completion), County may enter upon the Hotel Property to make such repairs at Lessee's sole cost and expense, in which event Lessee shall reimburse County for all Actual Costs incurred by County in making such repairs within two (2) business days after Lessee's receipt of written demand from County.

5.8.6 Rights of Access. Representatives of the County shall, following reasonable advance written notice to Lessee, have the right to access the Hotel Property and the Improvements thereon, for the purpose of ascertaining compliance with the terms and conditions of this Lease, including but not limited to the inspection of construction work being performed. Lessee shall have the right to have a representative present to accompany the representatives of County in connection with such access. ~~In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage to person or property, County shall have the right to enter upon the Hotel Property immediately and without notice to or accompaniment by Lessee. In addition, provided that neither Lessee nor any Lessee Parties is using meeting or banquet rooms at the Hotel Property for Lessee's or Lessee Parties activities or business operations, the County may request to use such rooms for County sponsored meetings consistent with any other applicable policies and procedures for Lessee's facility for meeting and banquet rooms. Such requests shall be made in writing no more than six (6) times per calendar year and shall be made no more than thirty (30) calendar days in advance, unless Lessee permits an earlier reservation in its reasonable discretion, but in no event shall such usage be on weekends, state/federal holidays, nor in June, July, August, or December. Lessee shall not unreasonably withhold or delay approval of County's request for use of rooms nor shall such use by County interrupt Lessee's use of the Hotel Property. County's access to and use of meeting and banquet rooms be at no cost to County for room usage, and County is responsible for other costs consistent with applicable policies for use of meeting or banquet rooms by others, unless otherwise negotiated~~

~~between County and Lessee. If a paying third party requests use of the room, after County's reservation, the Lessee shall notify the County and County shall move its use to an alternate time or location upon agreement of Lessee. Notwithstanding the above, the Lessee reserves the right to cancel, in its reasonable discretion, any County meeting or banquet room use if the Lessee determines that there is a negative impact to its business or Lessee Parties by such use. To the extent that an Encumbrance Holder objects to this provision and provides such objection in writing, County's right to use meeting and banquet rooms under this provision shall be cancelled.~~

5.8.7 Notice of Completion; As-Built Drawings. Upon completion of the Redevelopment Work or any Alterations, Lessee shall file or cause to be filed in the Official Records of the County of Orange a Notice of Completion (the "**Notice of Completion**") with respect to the Improvements and Lessee shall deliver to County, at no cost to County, (a) two (2) sets of records drawings and specifications of the Improvements (or such portions thereof as affected by the work and for which as-build plans are customarily prepared), prepared accordance with industry standards and delivered in AutoCad, Revit, or other mutually accepted CAD format and/or BIM format, together with PDF copies for general reference (the "**As-Built Plans**"); (b) a digital storage device or secure electronic transfer, containing the As-Built Plans in a format compatible with County's then current computer aided design and mapping systems, including CAD files and any available native files, with copies of all CAD Files converted to Acrobat Reader (*.pdf format)) ("**CAD Files**"), and (c) a final statement of construction costs for the construction of such Improvements, reasonably detailed by trade and major cost category, all of which may be accomplished by digital delivery.

5.9 Use of Plans. Contracts between Lessee and any architect, design professional or licensed contractor in connection with the Redevelopment Work or Alterations shall provide, in form and content satisfactory to County, that (a) all plans and drawings prepared by such architects, design professionals or contractors relating to the Hotel Property will be deemed "work for hire" and owned by Lessee, (b) such plans and drawings are assigned by Lessee to County as security for Lessee's performance hereunder, and (c) upon the termination of this Lease for any reason, ownership of such plans and drawings will be deemed vested in County.

5.10 Alterations; Prior Approval Required. Lessee shall not make any Alterations that constitute a Material Modification without the prior written approval of Chief Real Estate Officer, the standard for which approval shall be as set forth in Subsection 1.1.116 above. Notwithstanding anything in this Article 5 to the contrary, all Alterations shall be made and performed by Lessee subject to the terms and conditions of Sections 5.4 through 5.6, inclusive, as well as Sections 5.8 through 5.14, inclusive. For the avoidance of doubt, prior to, and as a condition precedent to any rights under this Lease to commence construction of any Alterations, Lessee shall submit to the CREO Office, for Chief Real Estate Officer's approval, the plans, specifications, budget, schedule and other materials listed above in Section 5.4 pertaining to such Alterations.

5.11 Permitted Alterations. For the avoidance of doubt, no Alteration which is: (a) required by a Governmental Authority in connection with obtaining such Governmental Authority's approval of the applicable Alteration or (b) required to be performed by Lessee in order to comply with Applicable Laws, shall require the prior approval of County unless the same would otherwise constitute a Material Modification as set forth in Subsection 1.1.116 above. Prior to commencing any Alteration involving an expenditure in excess of Two Hundred Fifty Thousand