

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: *MAY 26, 2011*

LEASE No. GS-09B-02757

THIS LEASE, made and entered into this date between WILSHIRE TOWER APARTMENTS, LLC, DBA ORANGE FINANCIAL CENTER

whose address is: 888 S. Disneyland Drive, Suite 101
Anaheim, CA 92802

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
3,200 rentable square feet (r.s.f.), yielding approximately 2,787 ANSI/BOMA Office Area square feet and related space located on the Second Floor at the Orange Financial Center Building, 701 S. Parker Street, Orange, CA 92868-4720, together with 4 reserved, structured parking spaces and 9 unreserved surface parking spaces, as depicted on the attached Exhibit *CA* (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. *C* *g*
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the fifth (5th) year of this lease giving at least sixty (60) days prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2824 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Sheets no. 1-3 containing Paragraphs 9-24
- b) Floor plan (Exhibit "A", page 1)
- c) Site Plan (Exhibit "B", page 1);
- d) Parking plan (Exhibit "C", page 1)
- e) SFO Amendment #2 (page 1);
- f) SFO Amendment #1 (page 1);
- g) The Solicitation For Offers Number 9CA2824 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments)
- h) Special Requirements (pages 1-12);
- i) GSA Form 3517 (pages 1-33);
- j) GSA Form 3518 (pages 1-7).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: WILSHIRE TOWER APARTMENTS, LLC, DBA ORANGE FINANCIAL CENTER

By *Milan Capital Mgmt, Inc. its Agent*

BY

(Signature)

(Signature)

IN PRESENCE OF:

Anna Penum

(Signature)

888 S. Disneyland Dr. Anaheim, CA 92802

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

James Valle

CONTRACTING OFFICER, GSA

Initials: _____ & _____
Lessor Government

Initials: &
Lessor Government

24. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 10 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the ninth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Ninth Month's Rental Payment \$7,560.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent

Tenth Month's Rental Payment \$7,560.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Rent

Eleventh Month's Rental Payment \$7,560.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eleventh Month's Rent

Twelfth Month's Rental Payment \$7,560.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Twelfth Month's Rent

Initials: C & gr
Lessor Government