

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **5/25/12**

LEASE No. GS-09B-02984

THIS LEASE, made and entered into this date between Douglas Emmett 2000, LLC

whose address is: 21800 Oxnard Street, Suite 1000  
Woodland Hills, California 91367

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:

WHEREAS, the Government has occupied the premises under lease GS-09B-00029, effective March 3, 2000 expiring December 2, 2011, and wishes to renew the lease for continued occupancy.

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:

4,239 rentable square feet (r.s.f.), yielding approximately 3,465 ANSI/BOMA Office Area square feet and related space and one (1) on-site, reserved parking space and five (5) on-site, unreserved parking spaces at Warner Center, Tower V, 21800 Oxnard Street, Suite 1140, Woodland Hills, California 91367, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on December 3, 2011 through December 2, 2016, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$139,887.00 at the rate of \$11,657.25 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**Douglas Emmett 2000, LLC  
808 Wilshire Blvd., Suite 200  
Santa Monica, California 90401**

4. The Government may terminate this lease in whole or in part effective any time after the thirty-six (36) month, effective December 2, 2014, of this lease giving at least 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. The parties hereto agree that this succeeding lease shall incorporate by reference and continue in full force and effect all terms and conditions of the preceding U.S. Government Lease GS-09B-00029, and its attachments, as amended by Supplemental Lease Agreement(s) number one (1) through five (5), and any attachments thereto. To the extent that a conflict in terms or conditions exists between this lease and its predecessor, the terms and conditions contained herein shall apply.
6. "Operating Costs", the base rate for the purpose of operating cost adjustments are established at \$8.50 per rentable square foot (rsf) per annum.
7. The Government occupies 4,239 rentable square feet (rsf), or 1.86%, in said building consisting of 222,709 rentable square feet (rsf) ( $4,239 / 222,709 = 1.86\%$ ).

8. The following are incorporated by reference and made a part of hereof, as set forth in the following:

- A. GS-09B-00029, including all its attachments and references:
  - a) SLA(s) 1 through 5;
  - b) GSA Form 3626 and its attachments (pages 1-4);
  - c) Solicitation for Offers No. 9CA0158 (pages 4 - 9);
  - d) GSA Form 3517A (pages 1-15);
- B. Exhibit A: Scope of Work for Tenant Improvements dated June 03, 2011.

Following a Government review of a submitted cost proposal, the Government shall determine that the bid submitted is fair and reasonable and issue a Notice to Proceed for the actual furniture moving costs, a total cost not to exceed [REDACTED]. In addition, the Government agrees to contribute [REDACTED] toward the repainting of the premises. The Government agrees to remove sound attenuation work from the Scope of Work Tenant Improvement Dated June 03, 2011.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Division - Los Angeles  
Attention: Waleed Wahbe  
300 North Los Angeles Street, Suite 4100  
Los Angeles, CA 90012

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it

9. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

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

LESSOR: Douglas Emmett 2000, LLC, a Delaware limited liability company

By: Douglas Emmett Management, Inc., a Delaware corporation, Its Manager  
BY [Signature] (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF:

[Signature]  
(Signature)

\_\_\_\_\_  
(Address)

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

BY [Signature]  
CONTRACTING OFFICER, GSA