

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 2/10/2011

LEASE No. GS-09B-02455

THIS LEASE, made and entered into this date between: Stein Properties, L.P.

whose address is: 1624 W. Olive Avenue, Suite A
Burbank, CA 91506-2459

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:
10,722 rentable square feet (r.s.f.), yielding approximately 9,980 ANSI/BOMA Office Area square feet and related space located at 2919 West Avenue, Burbank, CA 91504-3108, together with ten (10) onsite parking spaces, as depicted on the attached floor plans entitled (Exhibit A) (the "Premises"), 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 19, 2010 through December 18, 2020, subject to termination and renewal rights as may be hereinafter set forth.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole effective any time after December 18, 2015 giving at least 180 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.

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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. 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) The Solicitation For Offers Number 9CA2433 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Section III – C: Security Requirements Guidelines (pages 1- 18);
- c) Amendment Number 1 (pages 1 - 1)
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-2 containing Paragraphs 9-17;
- g) Site Plan (Exhibit "A", pages 1-8). *V. g M*

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

Paragraphs 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 17 have been added.

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

LESSOR: Stein Properties, LP

BY

Ronald B. Stein Pres.

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

V. g

CONTRACTING OFFICER, GSA

9. The Government shall pay the Lessor annual rent as follows:

- For months 1 through 2, annual rent of 353,200.08 at the rate of \$29,433.34 in arrears.
- For months 3 through 24, annual rent of \$327,985.98 at the rate of \$27,332.16 in arrears.
- For months 25 through 60, annual rent of \$355,864.78 at the rate of \$29,655.39 in arrears.
- For months 61 through 96, annual rent of \$370,811.10 at the rate of \$30,900.92 in arrears.
- For months 97 through 120, annual rent of \$386,385.17 at the rate of \$32,198.76 in arrears.
- Rent for a lesser period shall be prorated. Rent shall be payable to:

Stein Properties, L.P.
1624 W. Olive Avenue, Suite A
Burbank, CA 91506-2459

10. **OPERATING COST:** Pursuant to Paragraph 4.2, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$7.18 per rentable square foot per annum.

11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.3, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.72 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."

12. **OVERTIME USAGE:** Pursuant to Paragraph 4.5, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. – 7:00 p.m., Monday through Friday, 8:00 a.m. to 2:00 p.m., Saturday and except Federal Holidays ("Normal Hours"), at a rate of \$20.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at North Spring St., PMO 312 N. Spring St., Suite 1020, Los Angeles, CA 90012 to receive payment.

13. **24 HOUR ROOMS:**

- A. The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be separately metered. The Lessor must submit a proper invoice quarterly for the actual costs to GSA Building Manager or designee located at North Spring St., PMO 312 N. Spring St., Suite 1020, Los Angeles, CA 90012 to receive payment.
- B. The total space used as 24 Hour Rooms will not exceed three (3) percent of the square footage of Leased Premises.

14. **ACCEPTANCE OF SPACE:**

- A. The space is to be accepted "as-is" upon the execution of this agreement, with the exception of (1) the installation of wet glazed or mechanically attached shatter resistant material on all exterior windows in accordance with Paragraph 10.19 of SFO No. 9CA2433 – Shatter Resistant Window Protection Requirements (Nov 2005) (Building Shell); and (2) fencing surrounding the existing parking area, as depicted in the Site Plan (Exhibit "A"), along with an electronic gate operated by manual controls.
- B. Any changes in the layout or to the design of the space in relationship to the Site Plan (Exhibit "A") will be at the Government's expense.
- C. Any items that have been identified at the acceptance of the space as being part of the Shell, per the lease agreement, to be completed or corrected and which do not affect beneficial occupancy, shall be completed by the Lessor within 90 calendar days of acceptance.
- D. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

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Lessor Government

15. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**
16. 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".
17. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

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