

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

3/7/2011

LEASE No. GS-09B-02724

THIS LEASE, made and entered into this date between *Douglas Emmett 1997, LLC*

whose address is: 11400 West Olympic Blvd., Suite 150  
Los Angeles, CA 90064-1541

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:  
3,427 rentable square feet (r.s.f.), yielding approximately 2,920 ANSI/BOMA Office Area square feet and related space located on the 6th Floor (Suite 670) at the Olympic Center, 11150 West Olympic Blvd., Los Angeles, California 90064, together with 0 reserved onsite parking spaces 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 April 1, 2011 through March 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent as follows:  
  
For years 1 through 5, annual rent of \$98,354.90 at the rate of \$8,196.24 per month in arrears.  
For years 6 through 10, annual rent of \$124,194.48 at the rate of \$10,349.54 per month in arrears.  
  
Rent for a lesser period shall be prorated. Rent checks shall be payable to:  
Douglas Emmett 1997, LLC  
11400 Olympic Blvd., Suite 150  
Los Angeles, CA 90064-1541
4. The Government may terminate this lease in whole or in part effective any time after the fifth year, March 31, 2016 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. PARAGRAPH 5 HAS BEEN 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. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers. Subject to availability and a mutually agreed upon location.
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) Sheet no. 1 containing Paragraphs 9-17;
  - b) The Solicitation For Offers Number 9CA2593 (pages 1-50) (all references to SFO shall also refer to any Special Requirements and Amendments);
  - c) Amendment Number 1(pages 1-2), Amendment Number 2 (pages 1-2);
  - d) GSA Form 3517B (pages 1-33);
  - e) GSA Form 3518 (pages 1-7);
  - f) Site Plan
8. The following changes were made in this lease prior to its execution:
- Paragraph 5 of this STANDARD FORM 2 was deleted in its 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: Douglas Emmett 1997, LLC,

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

808 Wilshire Blvd, suite 200  
Santa Monica, CA 90401

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

BY

CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02724

9. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$6.14 per rentable square foot per annum.
10. **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 \$6.14 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."
11. **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 ( 8:00 a.m. - 6:00 p.m., Monday through Friday, Saturday 8:00 am - 1:00 pm and except Federal Holidays ("Normal Hours")), at a rate of \$65.00 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 11000 Wilshire Blvd., Suite 7100 Los Angeles, CA 90024, to receive payment.
12. **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.**
13. 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".
14. Pursuant to Paragraph 5.1, "Unit Costs for Adjustments", the following negotiated amounts may be used, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

ITEM	UNIT COST
The cost per linear foot of office subdividing ceiling-high partitioning	
The Cost per floor-mounted duplex electrical outlet	
The cost per wall-mounted duplex electrical outlet	
The cost per floor-mounted fourplex (double duplex) electrical outlet	
The cost per wall- mounted fourplex (double duplex) electrical outlet	
The cost per dedicated clean electrical computer receptacle	
The cost per floor-mounted telephone outlet	
The cost per wall-mounted telephone outlet	
The cost per interior door	

15. **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.
16. **RECARPETING:** The Lessor shall provide new building standard carpet to all areas and surfaces designated by the Government, in colors acceptable to the Government. The Lessor must consult with the Contracting Officer prior to developing a minimum of 3 finish options to include coordinated samples of finishes for all interior elements such as wall coverings, base coving, carpet, laminates and flooring. The Lessor must provide the required finish options within (10) working days of lease award. The finish options must be approved by GSA in writing prior to installation. The Lessor may not make any substitutions after the finish option is selected. All work must be performed after working hours **at the Lessors expense**. These costs, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor and completed by April 1, 2011. Provided the Government selects and approves finish options no later than March 1, 2011.
17. **REPAINTING:** The Lessor is required to provide new building standard paint to all areas and surfaces designated by the Government, in colors acceptable to the Government. The Lessor must consult with the Contracting Officer prior to developing a minimum of 3 finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, and base covings. The Lessor must provide the required finish options within (10) working days after November 1, 2011. The finish options must be approved by GSA in writing prior to installation. The Lessor may not make any substitutions after the finish option is selected. All work must be performed after working hours **at the Lessors expense**. These costs, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor and completed prior to January 31, 2012. Provided the Government selects and approves finish options by December 1, 2011.

Initials:                      &                       
Lessor                      Government