

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

DATE OF LEASE: 10/16/11

LEASE No. GS-09B-02765

THIS LEASE, made and entered into this date between 350 Figueroa LLC

whose address is: 350 South Figueroa Street, Suite 140
Los Angeles, CA 90071-1103

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:
3,392 rentable square feet (r.s.f.), yielding approximately 2,746 ANSI/BOMA Office Area square feet and related space located at 350 South Figueroa Street, Suite 725, Los Angeles, CA, together with 10 reserved 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 August 1, 2011 through July 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$115,701.12 at the rate of \$9,641.76 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

350 Figueroa LLC
350 South Figueroa Street, Suite 140
Los Angeles, CA 90071-1103
4. The Government may terminate this lease in whole or in part effective after the 5th year by giving at least 30 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.

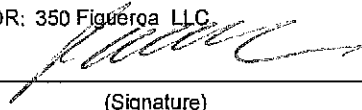
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 10 parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph 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 9CA2596 (pages 1-86) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) GSA Form 3517 (pages 1-33);
 - c) GSA Form 3518 (pages 1-7);
 - d) Sheet no. 1 containing Paragraphs 9-16;
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 16 have been added.

CONTINUED ON ATTACHED PAGE.

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

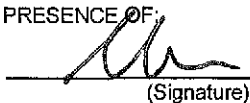
LESSOR: 350 Figueroa LLC

BY


(Signature)

(Signature)

IN PRESENCE OF:



(Signature)

350 S. FIGUEROA ST., STE 140
LOS ANGELES, CA 90071

(Address)

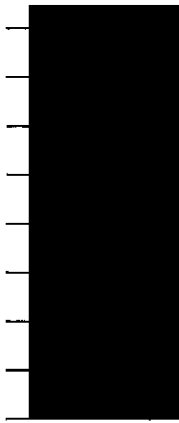
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY



CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02765

9. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment" (GSAM 552.270-24), for purposes of tax escalation, the Government occupies 3,392/372,790 rentable square feet (0.91%).
10. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at \$5.03 per rentable square foot per annum.
11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "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 \$1.00 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
12. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "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 (8:30 a.m. -- 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of \$180 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 312 North Spring Street, Los Angeles, CA, to receive payment.
13. **24 HOUR ROOMS:** 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 provided at the rate of \$0.00 per hour after "Normal Hours".
14. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and 350 Figueroa LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term 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 if the improvements remain in place after the Government's acceptance of the space.
15. 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".
16. Pursuant to Paragraph 3.1, "Unit Costs for Adjustment", 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
1. The cost per linear foot of office subdividing ceiling-high partitioning.	
2. The cost per floor-mounted duplex electrical outlet.	
3. The cost per wall-mounted duplex electrical outlet.	
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.	
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.	
6. The cost per dedicated clean electrical computer receptacle.	
7. The cost per floor-mounted telephone/data outlet.	
8. The cost per wall-mounted telephone/data outlet.	
9. The cost per interior door.	

(with hardware included)

Initials:  & SS
Lessor Government