

LEASE NO. GS-09B-02913Succeeding/Superseding Lease
GSA FORM L202 (September 2011)

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this Lease Form (Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the Lease Proposal Form (1384-S) into the Lease form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

SONNENBLICK-DEL RIO NORWALK, LLC, a Delaware Limited Liability Company, and
NORWALK SEC, LLC, a Delaware Limited Liability Company
Sonnenblick Del Rio Norwalk, LLC, a Delaware Limited Liability Company

(the Lessor), whose principal place of business is 12440 Imperial Highway, Suite 101, Norwalk, CA 90650-3180, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(the Government), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

12440 Imperial Highway, Norwalk CA 90650-3180

and more fully described in Section 1 and Exhibit G, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning January 20, 2013 and continuing through January 19, 2018, subject to termination rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Norwalk SEC, LLC, as authorized agent for owners

(other than Sonnenblick Del Rio Norwalk, LLC)

By: [Signature]
Its: Vice President

Sonnenblick Del Rio Norwalk, LLC

Robert Sonnenblick
Name: SONNENBLICK
Title: LLC Manager
Date: 1-16-13

FOR THE GOVERNMENT:

[Signature]
Veronica Gonzalez

Lease LCO

Date: 1/28/2013

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LESSOR: LOH GOVERNMENT: [Signature]
RES

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 42,803 rentable square feet (RSF), yielding 36,273 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.18%, located on the 7th floor and known as Suite(s) 735, 725, and 700, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit G.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and Included with the Lease are rights to use the following:

A. **Parking:** One hundred and fifty six (156) surface parking spaces shall be reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)

A. The Government shall pay the Lessor annual rent, payable monthly in arrears, at the following rates:

	Years 1-5	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$733,215.39	\$17.13
Operating Costs	\$244,833.16	\$5.72
Total Annual Rent	\$978,048.55	\$22.85

Rates may be rounded.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01 The Premises" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011)

The Lease will terminate in whole after January 19, 2018. No rental shall accrue after the effective date of termination.

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1.05 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
ENERGY STAR	1	A
AGENCY SPECIAL REQUIREMENTS	52	B
GSA FORM 3517B GENERAL CLAUSES	33	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
ADDITIONAL SECURITY REQUIREMENTS	2	E
SITE PLAN	1	F
FLOOR PLAN	3	G

1.06 PERCENTAGE OF OCCUPANCY

As of the Lease Award Date, the Government's Percentage of Occupancy of this lease is 9.62 percent. The percentage of occupancy is derived by dividing the total Government space of 42,803 rentable square feet by the total building space of 444,924 rentable square feet (RSF).

1.07 OPERATING COST BASE (SEPT 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.72 per rentable sq. ft (\$244,833.16/annum).

1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$4.72 per ABOA sq. ft. of space vacated by the Government.

1.09 HOURLY OVERTIME HVAC RATES (SEPT 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$85 per hour for the entire space.

1.10 24-HOUR HVAC REQUIREMENT (APR 2011)

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. The Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants at no additional charge.

1.11 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

A. See Exhibit A