

This Lease is made and entered into between

WILTON-JC, LLC

(Lessor), whose principal place of business is 9034 West Sunset Boulevard, Hollywood, California 90069-1819 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

**4000 Wilshire Boulevard
Los Angeles, CA 90010-3402**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and to Hold the said Premises with its appurtenances for the term beginning April 1, 2018, and continuing for a period of

Fifteen (15) Years, Ten (10) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be April 1, 2018. Any applicable termination and renewal rights shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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: [Redacted Signature]

Name: Mark Gabay

Title: President of Soncam Inc., Managing Member

Entity Name: of Wilton-JC, LLC

Date: March 26, 2018

FOR THE GOVERNMENT: [Redacted Signature]

Name: Linda Luong

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: April 10, 2018

WITNESSED FOR THE LESSOR BY: [Redacted Signature]

Name: Josh Nieting

Title: Leasing

Date: 3/26/18

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. Office and Related Space: 12,443.92 rentable square feet (RSF), yielding 11,918 ANS/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional 1,186.08 RSF, yielding 1,135.95 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 12,443.92 RSF/11,918 ABOA SF indicated above, for a total of 13,630 RSF (yielding 13,053.95 ABOA SF), located on the first floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.044128 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: Three (3) parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which zero (0) shall be structured/inside parking spaces, and three (3) shall be surface/outside parking spaces. 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: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

	FIRM TERM (YEARS 1 THRU 5)	FIRM TERM (YEARS 6 THRU 10)	NON-FIRM TERM (YEARS 11 THRU 15)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$501,116.66	\$576,277.94	\$662,763.18
TENANT IMPROVEMENTS RENT ²	\$ TBD	\$ TBD	\$0.00
OPERATING COSTS ³	\$163,213.02	\$ 163,213.02	\$163,213.02
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ TBD	\$ TBD	\$0.00
TOTAL ANNUAL RENT	\$664,329.68	\$739,490.96	\$825,976.20

¹ Shell rent calculation:

(Firm Term Years 1-5) \$40.27 per RSF multiplied by 12,443.92 RSF
 (Firm Term Years 6-10) \$46.31 per RSF multiplied by 12,443.92 RSF
 (Non-Firm Term Years 11-15) \$53.26 per RSF multiplied by 12,443.92 RSF

² Tenant Improvement Allowance of \$641,852.98 will be amortized over the remaining firm term of the Lease at a rate of six and one quarter percent (6.25%). The amount of TIs to be amortized will be reconciled at space acceptance and documented in a Lease Amendment

³ Operating Costs rent calculation: \$13.115885 per RSF multiplied by 12,443.92 RSF

⁴ Building Specific Amortized Capital (BSAC) in the amount of \$39,203.52 will be amortized over the remaining firm term of the Lease at a rate of six and one quarter percent (6.25%). The amount of BSAC to be amortized will be reconciled at space acceptance and documented in a Lease Amendment

- B. INTENTIONALLY DELETED

- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 11,918 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. INTENTIONALLY DELETED
- F. 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.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.
- H. 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 the paragraph entitled "The Premises."
 - 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 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.
 - 4. Fire alarm monitoring and either a drive-through security patrol and/or on-site security personnel during non-office hours, including weekends, for safety and removal of vagrants.
- I. Parking shall be provided at a rate of \$0.00 per parking space per month (surface/outside).
- J. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

- A. Carpenter/Robbins Commercial Real Estate, Inc. (B [redacted]) authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two [redacted]. Only [redacted] of the Commission will be payable to Carpenter/Robbins Commercial Real Estate, Inc. with the remaining \$ [redacted], which [redacted] Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
 - B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
 - Month 1 Rental Payment \$55,360.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 1st Month's Rent.*
 - Month 2 Rental Payment \$55,360.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 2nd Month's Rent.*
 - Month 3 Rental Payment \$55,360.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 3rd Month's Rent.*
- * Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration"

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than sixty (60) days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN	1	B
SSA SPECIAL REQUIREMENTS	46	C
SSA FIELD OFFICE ELECTRICAL REQUIREMENTS	37	D
SSA FEIBW AND PWBW DESIGN SPECIFICATIONS	5	E
Security Requirements for Level II	7	F
SECURITY UNIT PRICE LIST	1	G
GSA FORM 3517B GENERAL CLAUSES	15	H
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	I
SEISMIC FORM B, CERTIFICATE OF SEISMIC COMPLIANCE—EXISTING BUILDING	16	J
ACCESSIBILITY PLANS	4	K

Where the Lease and Exhibits C, D, and E conflict, the Exhibits will apply. Contact the Lease Contracting Officer for clarifications.

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

- A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$53,855,763** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **six and one quarter (6.25)** percent.
- B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
- C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:
 - 1. Reduce the TI requirements;
 - 2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 - 3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	THREE PERCENT (3%)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	FIVE PERCENT (5%)

- 1.10 INTENTIONALLY DELETED
- 1.11 INTENTIONALLY DELETED
- 1.12 INTENTIONALLY DELETED
- 1.13 INTENTIONALLY DELETED

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$13.115884 per RSF (times 12,443.92 RSF or \$163,213.01 per annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$1.09 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The Lessor will provide all overtime HVAC at no additional cost to the Government.

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, and at no additional cost to the Government, the Lessor shall complete the following additional Building improvements :

- A. Accessibility Improvements as depicted in Exhibit K.
- B. Replace existing light fixtures with LED light fixtures.

1.19 INTENTIONALLY DELETED