

LEASE NO. GS-09P-LCA03131

Simplified Lease  
GSA FORM L201A (September 2013)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))

GPI OCS, LLC  
(Lessor), whose principal place of business address is 5601 Granite Parkway, Suite 800 Plano, Texas 75024 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

770 The City Drive S. Orange, California 92868-4900 Suite(s) 5700 & 5710

and more fully described in Section 1 and Exhibits A - I, 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,

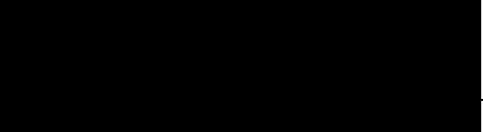
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be February 21, 2014, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

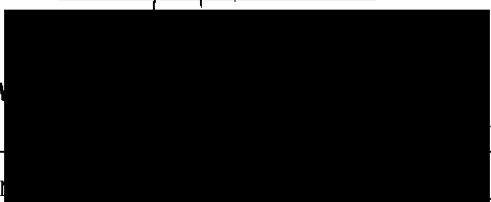
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR 

Name: [Redacted]  
Title: COO

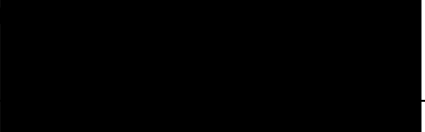
Entity Name: Granite Properties, Inc. / GPI OCS, LLC

Date: 2/21/14



Title: INVESTMENT MANAGER

Date: 2/21/14

FOR 

Name: [Redacted]  
Title: Lease Contracting Officer

Entity Name: General Services Administration, Public Buildings Service

Date: 2/21/14

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 (SIMPLIFIED) (SEP 2013)**

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

**1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)**

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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and 1364A-1 and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent. (See Section 7.02 TENANT IMPROVEMENTS, per page 2 of 2 of the GSA Form 1364A).

Rent shall not be adjusted for changes in taxes or operating costs.

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

|                          | MONTHS 1-7*   | MONTHS 8-12        | YEAR 2              | YEAR 3              | YEAR 4              | YEAR 5              |
|--------------------------|---------------|--------------------|---------------------|---------------------|---------------------|---------------------|
|                          | RENT*         | RENT               | ANNUAL RENT         | ANNUAL RENT         | ANNUAL RENT         | ANNUAL RENT         |
| SHELL RENT               | -             | \$33,974.50        | \$81,538.80         | \$81,538.80         | \$81,538.80         | \$81,538.80         |
| OPERATING COSTS**        | -             | \$19,099.50        | \$45,838.80         | \$45,838.80         | \$45,838.80         | \$45,838.80         |
| <b>TOTAL ANNUAL RENT</b> | <b>\$0.00</b> | <b>\$53,074.00</b> | <b>\$127,377.60</b> | <b>\$127,377.60</b> | <b>\$127,377.60</b> | <b>\$127,377.60</b> |

|                          | YEAR 6              | YEAR 7              | YEAR 8              | YEAR 9              | YEAR 10             |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                          | ANNUAL RENT         | ANNUAL RENT         | ANNUAL RENT         | ANNUAL RENT         | ANNUAL RENT         |
| SHELL RENT               | \$101,530.80        | \$101,530.80        | \$101,530.80        | \$101,530.80        | \$101,530.80        |
| OPERATING COSTS**        | \$45,838.80         | \$45,838.80         | \$45,838.80         | \$45,838.80         | \$45,838.80         |
| <b>TOTAL ANNUAL RENT</b> | <b>\$147,369.60</b> | <b>\$147,369.60</b> | <b>\$147,369.60</b> | <b>\$147,369.60</b> | <b>\$147,369.60</b> |

\* The Lessor will provide seven (7) months of free rent, inclusive of Shell and Operating Expenses. This amount is not expected to be repaid by the Government. \*\*

\*\* Subject to CPI Increases

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 90 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 (SIMPLIFIED) (SEP 2013)**

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

| DOCUMENT NAME   | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| Simplified Lease Proposal (GSA Form 1364A)  | 2            | A       |
| GSA Form 1364A-1, Simplified Lease Proposal Data (Rev. 11/112)                                    | 4            | B       |
| Agency Specific Requirements, [REDACTED] Wage and Hour Division Dated 11.20.13                    | 12           | C       |
| Agency Specific Requirements, [REDACTED] Dated 11.20.13   | 9            | D       |
| Security Requirements   | 4            | E       |
| Representations and Certifications (GSA Form 3518A)   | 7            | F       |
| Seismic Form B and Existing Building and Seismic Certificate from Engineer dated February 9, 2011 | 4            | G       |
| Floor Plan Delineating the Premises   | 1            | H       |
| Lease Amendment(s) Issued Under RLP Amendment No. 1   | 1            | I       |

1.08 INTENTIONALLY DELETED

1.09 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 \$9.63 per RSF (\$45,838.80/annum).

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED