LEASE NO. GS-09P-LCA03271

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

HPI/GSA 1E, LLC

(Lessor), whose principal place of business is **100 N. Tryon Street, Charlotte, NC, 28202-4026** 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

3840 Crenshaw Boulevard, Suite 100, Los Angeles, CA 90008

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with 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]

Name: David S.Givner

Title: President

Entity Name: HPI/GSA-1E, LLC, Lessor
by: HPI/GSA Properties One, LP, its member
by: HPI/Properties One, Inc., its General Partner

Date: 4/6/15

FOR THE GOVERNMENT:

[redacted]

Name: James Valk

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: APRIL 27, 2015

WITNESSED FOR THE LESSOR BY:

[redacted]

Name: Alan J Berman

Title: Prep, Sr Business Solution Exec

Date: 4/6/15

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 (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **8,756** rentable square feet (RSF), yielding **7,818** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor and known as Suite **100**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **11.997953** 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.

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: **37** surface parking spaces, comprised **of 3** surface parking spaces reserved for the exclusive use of the Government and **34** unreserved surface parking spaces available for Employee/Visitor use as depicted on the plan attached hereto as Exhibit **B**. 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 2013)

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

	FIRM TERM, YRS 1-5	FIRM TERM, YRS 6-10	NON FIRM TERM, YRS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$183,438.20	$201,037.76	$218,549.76
TENANT IMPROVEMENTS RENT[2]	$ 55,010.71	$ 55,010.71	$0.00
OPERATING COSTS[3]	$ 74,688.68	$ 74,688.68	$ 74,688.68
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$ 2,037.40	$ 2,037.40	$0.00
TOTAL ANNUAL RENT	**$315,174.99**	**$332,774.55**	**$293,238.44**
MONTHLY RENT	$ 26,264.58	$ 27,731.21	$ 24,436.54

[1]Shell rent calculation:
(Years 1-5) **$20.95** per RSF multiplied by **8,756** RSF
(Years 6-10) **$22.96** per RSF multiplied by **8,756** RSF
(Years 11-15) **$24.96** per RSF multiplied by **8,756** RSF

[2]The Tenant Improvement Allowance of **$412,917.05 (=$52.8162 x 7,818 ABOA-SF)** is amortized at a rate of **6.0** percent per annum over **10** years, subject to Paragraph 1.09 of this Lease.

[3]Operating Costs rent calculation: **$8.53** per RSF multiplied by **8,756** RSF. Operating Costs adjust annually per CPI per Paragraph 2.09 of this Lease.

[4]Building Specific Amortized Capital (BSAC) of **$15,293.00** is amortized at a rate of **6.0** percent per annum over **10** years

[5]Monthly Rent does not reflect Commission Credit during months 1 and 2, per Lease paragraph 1.04.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **7,818** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. INTENTIONALLY DELETED

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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.

H. INTENTIONALLY DELETED

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Carpenter/Robbins Commercial Real Estate, Inc.** (Broker) is the 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 parties. Only [redacted] of the Commission will be payable to **Carpenter/Robbins Commercial Real Estate, Inc.** with the remaining [redacted] which is the 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 **$26,264.58** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **1st** Month's Rent.*

Month **2** Rental Payment **$26,264.58** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **2nd** 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 **Ninety (90) calendar** 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 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING AND SITE PLAN	1	B
SECURITY REQUIREMENTS, LEVEL II	7	C
SSA SPECIAL SPACE REQUIREMENTS (CRENSHAW), DATED 04/12	44	D
ATTACHMENT 1 TO SSA SPECIAL REQUIREMENTS	8	E
SECURITY UNIT PRICE LIST	2	F
GSA FORM 3517B GENERAL CLAUSES	47	G
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	12	H
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	1	I

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$52.816200** 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 **6.0%** (six percent). In addition to the TIA, Lessor is providing a concession of $80,000.00 toward the construction of Tenant Improvements. Lessor's concession funds will be used to pay for approved Tenant Improvements first, and if the total cost of the Tenant Improvements exceeds $80,000.00, then the TIA will be used

to pay for the remaining Tenant Improvement costs. Lessor's concession funds may only be used for the construction of Tenant Improvements and may not be used for any other purpose.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. 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.

B. 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.

C. 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.

1.10 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)	NOT TO EXCEED 6.0%
GENERAL CONTRACTOR FEE	6.0%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	8.0%

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC), for installation of shatter resistant window film and wet seal, is a fixed price of **$15,293.00**. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements identified on the Security Unit Price List submitted with Lessor's final offer. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **6.0%** (six percent).

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC 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 a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;

2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **67.29%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **8,756** RSF by the total Building space of **13,012** RSF.

1.14 INTENTIONALLY DELETED

1.15 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 **$8.53** per RSF (**$74,688.68**/annum).

1.16 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 **$6.37** per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

$35.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

Approximately **200** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as **20,000** BTU per hour. The temperature of this room shall be maintained **between 68 to 78** degrees Fahrenheit, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. California Title 24 requirements, if any, related to building shell at no additional cost. California Title 24 requirements related to Tenant Improvement work will also be completed as part of the TI construction;
B. Perform seismic retrofit and provide approved Seismic Form "E" prior to final acceptance per Par. 4.15;
C. All HVAC units will be inspected, recalibrated and optimized for performance. Units that fail to meet satisfactory performance ratings shall be replaced with units that are far superior in energy efficiency.
D. All roof top units will have the following work done prior to occupancy:
    1. Add time clocks to units;
    2. Individual thermostats with lock box
    3. Tune up existing A/C units to optimum performance;
    4. Implement HVAC maintenance program that includes changing filters on a quarterly basis.
E. Building Shell (employee) restrooms shall be completely renovated to meet all ABAAS and water efficiency standards as required by the lease. This includes, but is not limited to, installation of fixtures, countertops, sinks, new partitions, restroom accessories, floor and wall tile and freshly painted wall and ceiling surfaces. Lessor shall coordinate with the Government during DID development to finalize color scheme and finishes acceptable to both parties."
F. Existing open ceiling design (with skylights and without acoustic ceiling tiles) will be retained.

1.20 INTENTIONALLY DELETED