

LEASE NO. GS-09P-LCA03389

Standard Lease
GSA FORM L201C (September 2014)

This Lease is made and entered into between

CPUS Pasadena, LP, a Delaware limited partnership

(Lessor), whose principal place of business is **515 South Flower Street, Suite 3100, Los Angeles, CA 90071-2233**, 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

**Pasadena Towers- Tower 1
800 East Colorado Boulevard
Pasadena, CA 91101-2103**

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 office and related purposes determined by GSA.

LEASE TERM

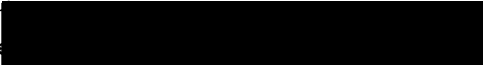
To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

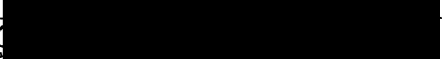
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:

Name: 
Title: Walter Amador
Entity Name: CPUS Pasadena, LP, a Delaware limited partnership
Date: 11/18/2016

FOR THE GOVERNMENT:

Name: 
Title: Rodrigo Carbajal
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 12/1/16

WITNESSED FOR THE LESSOR BY:


Name: Robert Schwarz
Title: Vice President
Date: 11/18/2016

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: 17,272 rentable square feet (RSF), yielding 13,900 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 5th floor(s) and known as Suite(s) 500, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 24.26 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. Use. The Government shall use the Leased Premises for office and related purposes.

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: 2 parking spaces at no cost, as depicted on the plan attached hereto as Exhibit A-2, reserved for the exclusive use of the Government, of which 2 shall be structured/inside parking spaces, identified as spaces 192 and 193 in aisle 4B on the LL1 parking level. In the event that a parking space with handicap access is required for an employee or visitor with physical limitations, handicap spaces are available for use in the parking structure at no additional cost. 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:

	YRS 1-5, FIRM TERM	YRS 6-10, FIRM TERM	YRS 11-15, NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$681,207.68	\$819,383.68	\$934,069.76
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$154,238.96	\$154,238.96	\$154,238.96
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$2,329.49	\$2,329.49	\$0.00
TOTAL ANNUAL RENT	\$837,776.13	\$975,952.13	\$1,088,308.72

¹Shell rent calculation:

- (Firm Term years 1-5) \$39.44 per RSF multiplied by 17,272 RSF
- (Firm Term years 6-10) \$47.44 per RSF multiplied by 17,272 RSF
- (Non Firm Term) \$54.08 per RSF multiplied by 17,272 RSF

²Tenant Improvement (TI) Concession of \$53,283,600 per ABOA SF (\$740,642.04) replaced TI allowance. TI Concession may be applied either to TI design and construction, as a credit to reduce base rent (i.e., shell rent), or to both.

³Operating Costs rent calculation: \$8.93 per RSF multiplied by 17,272 RSF

⁴Building Specific Amortized Capital (BSAC) of \$16,000 are amortized at a rate of 8 percent per annum over 10 years

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 13,900 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. INTENTIONALLY DELETED.
- 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. **DTZ AMERICAS INC. D/B/A Cushman & Wakefield** (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 **DTZ AMERICAS INC. D/B/A Cushman & Wakefield** 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 **\$69,814.68** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment **\$69,814.68** 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 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 (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A-1
PARKING PLAN(S)	1	A-2
AGENCY SPECIALSPACE REQUIREMENTS	42	B
SECURITY REQUIREMENTS	8	C
SECURITY UNIT PRICE LIST	2	D
GSA FORM 3517B (06/16) GENERAL CLAUSES	15	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	F

1.08 ~~TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~ INTENTIONALLY DELETED AND REPLACED IN SECTION 7

1.09 TENANT IMPROVEMENT CONCESSION ADJUSTMENT

- A. The Government, at its sole discretion, shall make all decisions as to the use of the Tenant Improvement Concession (TIC).
- B. If it is anticipated that the Government will spend more than the TIC identified in Section 7, 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 (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$5.50 / ABOA
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	3%
LESSOR'S GENERAL CONTRACTOR FEE (% OF TI CONSTRUCTION COSTS)	5%

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

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 3.495 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 17,272 RSF by the total Building space of 479,972 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 \$8.93 per RSF (\$154,238.96/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 \$0.43 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": \$76.00 per floor per hour. Per Par. 6.01 of this Lease, Normal Business Hours will be Monday through Friday from 7:00 am to 6:00 pm and Saturday from 8:00 am to noon.

1.18 24 HOUR HVAC REQUIREMENT (SEP 2014)

- A. 250 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 Data Communication Room (DCR). The peak BTU output of this room is established as BTU per hour. The temperature of this room shall be maintained at 68-80 degrees F, 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.
- B. Notwithstanding the foregoing, lessor shall provide this service at no additional cost to the Government if 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. [REDACTED]
- B. [REDACTED]

C. [REDACTED]

In the event actual building improvement cost is less than estimated, the balance will be added to rent concession.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

LESSOR:  GOVERNMENT: 