

**LEASE NO. GS-09P-
LCA03313**

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))

888 Tower, LP, a California limited partnership

(Lessor), whose principal place of business address is 888 S. Figueroa Street, Suite 1900, Los Angeles, CA 90017, 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

888 S. Figueroa Street, Suite 670, Los Angeles, CA 90017

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

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon August 14, 2015 and continuing for a period of

10 Years, 5 Years Firm, (which firm term shall expire on August 13, 2020; 10 year term shall expire on August 13, 2025)

subject to termination and renewal rights as may be hereinafter set forth.

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:

888 Tower, LP, a California limited partnership

Name: David Tab

Title: Authorized Signatory

Entity Name: 888 Tower LP

Date: _____

FOR THE GOVERNMENT:

Veronica Gonzalez

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 11/10/2015

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: Executive Assistant

Date: 10/29/15

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 1364B.

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 17 of Exhibit A, Simplified Lease Proposal, GSA Form 1364B. 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 1364B 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 1364B 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 1364B, rights to parking areas will be deemed included in the rent.

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 (which Firm Term expires on August 13, 2020) by providing not less than 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 (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 1364B)	4	A
Representations and Certifications (GSA Form 3518A)	7	B
Seismic Form or Certificate	2	C
Floor Plan Delineating the Premises	1	D

1.08 PERCENTAGE OF OCCUPANCY (SIMPLIFIED) (SEP 2013)

As of the Lease Award Date, the Government's Percentage of Occupancy, is 0.5393 percent.

1.09 OPERATING COST BASE (SEP 2013)

The parties agree, that the Lessor's base rate for operating costs shall be \$10.01 per RSF (\$20,810.79/annum) during the firm term and \$11.60 per RSF (\$24,116.40/annum) during the non-firm term.

1.10 BUILDING IMPROVEMENTS (SEP 2012)

Within thirty (30) working days after award of this Lease, the Lessor shall complete the following additional Building improvements:

- A. Provide new paint in leased space
- B. Provide new carpet in leased space

1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (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.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.