U.S. GOVERNMENT LEASE FOR REAL PROPERTY (*Short Form*)	1. LEASE NUMBER GS-09B-02457

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 1,375 rentable square feet of Office space located in Los Angeles, CA for occupancy not later than April 1, 2011 (date) for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 1,196 to a maximum of 1,227 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment. Tenant requires six (6) surface parking spaces.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS January 25, 2010. SFO #9CA2051

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.

b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).

e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to [redacted] guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.

f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

g. The Lessor shall complete any necessary alterations within 30 working days after receipt of approved layout drawings.

h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at *http://www.ccr.gov*) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☒ HEAT	☒ TRASH REMOVAL	☒ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING Frequency Bi-annually	☒ PAINTING FREQUENCY Space Every 5 years	_____
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	☒ CARPET CLEANING Frequency Annually	Public Areas Every 5 years	
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES			
☒ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.			

6. OTHER REQUIREMENTS

a. Offerors should also include the following with their offers:

1) Attachments are listed below:
- Form 3516A – Solicitation Provisions
- Form 3518A – Representations and Certifications
- Form 3517A – General Clauses
- Pre-Lease Building Security Plan
- Seismic Certification (if applicable)
- Form 12000 or 12001 – Pre-Lease Fire & Life Safety Evaluation with a CAD/PDF of the space

b. An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

c. The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every 1,000 rentable square feet of Government demised area.

d. Location Amenities: A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/4 mile, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/4 mile, as determined by the contracting officer. To meet this requirement, amenities must be existing or the Offeror must demonstrate, to the reasonable satisfaction to the Government (i.e. through evidence of signed leases, construction contracts, etc.), that such amenities will exist by the Government's required occupancy date. The Offeror shall provide a map showing amenities and distance marked to the site with the initial offer to the Government.

e. A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile], as determined by the contracting officer. The Offeror shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

f.. SEISMIC SAFETY FOR EXISTING CONSTRUCTION (AUG 2008)

1) DEFINITIONS, FOR THE PURPOSE OF THIS PARAGRAPH:
   (a) "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
   (b) "ASCE/SEI 31" means, American Society of Civil Engineers Standard *"Seismic Evaluation of Existing Buildings"*. ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting *http://www.pubs.asce.org*.
   (c) "RP 6" means, "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf
   (d) "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
   (e) "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation, together with any required attachments.
   (f) "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
   (g) "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
   (h) "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
2) The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make the award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.
3) In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
4) The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
   (a) If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
   (b) The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
5) If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.
6) **Buildings leased by the federal Government are exempt from these standards if both of the following apply**:
   (a) The leased space is less than 10,000 square feet AND
   (b). The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration, S_S, is less than 0.167 gravity (g), or for which the design one-second period response acceleration, S_1, is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
   (c) Leased space in all building types except Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete and Precast Concrete Frame less than or equal to 10,000 Rentable square feet shall be exempt from the Standards.

g. TENANT IMPROVEMENTS

1) Tenant Improvement Allowance
   (a) The Tenant Improvement Allowance is $42.59 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
   (b) The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents and to complete the tenant improvements. It is the successful Offeror's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.
2) Tentative Construction Schedule
   (a) Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. .
   (b). The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

3) Construction Schedule and Acceptance of Tenant Improvements (MAR 2007)

(a). The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into seven tasks for each phase. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

(b). Design Intent Drawings:

(1). The Lessor shall prepare, as part of shell rent, and provide to the Government, for the Government's approval, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government-demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. Design intent drawings (DID), for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Design intent drawings shall be due from the Lessor within 30 working days from award.

(2) *Review*. The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's DIDs prior to the Lessor's commencement of working/construction drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of the Solicitation and the agency's needs as they apply to the specific leased space. The Government shall perform all reviews of design intent drawings within 10 working days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 10 working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(c) Working/Construction Drawings:

(1) The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 15 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

(2) Review of Working/Construction Drawings: The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the Solicitation and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 10 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 10 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

(d) Tenant Improvement Price Proposal: Within 10 working days of Government review for conformance of the construction drawings, the Lessor must submit the written price proposal along with adequate cost and pricing data or the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original Solicitation and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.

(e) Construction of Tenant Improvements: The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the Solicitation. The Lessor shall complete Tenant Improvements within 90 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

h. JANITORIAL SERVICES (AUG 2008)

1) Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Solicitation.

2). <u>SELECTION OF CLEANING PRODUCTS</u>: The Lessor shall make careful selection of janitorial cleaning products and equipment to:

(a) use products that are packaged ecologically;

(b) use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and

(c) minimize the use of harsh chemicals and the release of irritating fumes.

(d) Examples of acceptable products may be found www.gsa.gov/p2products.

3) SELECTION OF PAPER PRODUCTS: The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to [redacted] CPG.

4). The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

(a) *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

(b) *Three Times a Week.* Sweep or vacuum stairs.

(c) *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

(d) *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

(e) *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

(f) *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

(g). *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

(h) *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

(i) *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

(j) *Every Two Years.* Shampoo carpets in all offices and other non-public areas.

(k) *Every Five Years.* Dry clean or wash (as appropriate) all draperies.

(l) *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building by the beginning of the normal working hours and continuing throughout the day. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

(m) Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

i. The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

j. Security Requirements

1) The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that [redacted] and lighting are not obstructed.

2) Utility areas shall be secure, and only authorized personnel shall have access.

3[redacted] or similar security measures shall strictly control access to mechanical areas. Additional controls for access to [redacted] and [redacted] shall be strictly maintained. The Lessor shall develop and maintain [redacted] and [redacted]

4) Roofs with HVAC systems shall also be secured. [redacted] or other [redacted] may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through [redacted], or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access

5) Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

6) The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

7) The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

8) The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this Solicitation and its attachments.

9) The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10} IDENTITY VERIFICATION OF PERSONNEL

(a) The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

(c) Lessor compliance with subparagraphs i through iv below will suffice to meet the Lessor's requirements under HSPD-12, OMB

M-05-24, and FIPS PUB Number 201.

(1) The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

(2) Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

(3) The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

(4) Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

(d) Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

(e) Government parking areas or spaces shall be assigned and marked as "reserved."

(f) [redacted] PROTECTION REQUIREMENTS (BUILDING SHELL)

(1) The Lessor shall provide and instal[redacted] or [redacted], [redacted] material not less than [redacted] thick on all [redacted] in Government-occupied space. The Offeror shall provide a description of the [redacted] system in the attached "Pre-Lease Building Security Plan" for evaluation by the Government. Alternatively,

(2). The Lessor shall provide certification from a licensed professional engineer that the [redacted] conforms to a minimum [redacted] for a high protection level and a low hazard level. [redacted] shall be certified as prescribed by [redacted] or later or [redacted] to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for* [redacted] *Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for* [redacted] *Subject to Airblast Loadings* .

(g) The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

(h) The Lessor shall ensure that the building design conforms to the standards detailed in the latest version of the Interagency Security Committee's (ISC) *Security Design Criteria*. A copy of the criteria is available at www.oca.gsa.gov

k. BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

For the purposes of this Solicitation, Jones Lang LaSalle Americas, Inc. (the Broker) is the authorized real estate broker representing GSA. **A GSA CONTRACTING OFFICER MUST REVIEW, APPROVE, AND EXECUTE THE LEASE.** The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this Solicitation. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.

For the benefit of the Government, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.

l. Other requirements for this project are set forth in the Tenant's Special Requirements.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE
- ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☐ (Listed in descending order, unless stated otherwise):

PART II - OFFER *(To be completed by Offeror/Owner and remain open until lease award)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	2. LOCATION(S) IN BUILDING	
1320 East Olympic Blvd. Los Angeles, CA 90021	a. FLOOR(S) Second	b. ROOM NUMBER(S) 219
	c. SQ. FT. RENTABLE 1,527 ABOA 1,417 Common Area Factor 1.0776	d. TYPE ☒ GENERAL OFFICE ☐ OTHER *(Specify)* ☐ WAREHOUSE _____

B. TERM

3. To have and to hold, for the term commencing on April 1, 2011 and continuing through March 31, 2021 inclusive. The Government may terminate this lease on or after March 31, 2016 on 90 days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT	7. HVAC OVERTIME	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO *(Name and Address)*
Years 1-5: $49,692.48; which is comprised of: Shell: $29,486.37 OPEX: $6,245.43 Amort. TI: $13,960.68 Years 6-10: $35,731.80; which is comprised of: Shell: $29,486.37 OPEX: $6,245.43 Amort. TI: $00.00	RATE PER HOUR $00.00	1320 East Olympic, LLC dba WWW.PROPERTIES 3727 Serra Rd. Malibu, CA 90265-4918
6. RATE PER MONTH Years 1-5: $4,141.04; which is comprised of: Shell: $2,457.20 OPEX: $520.45 Amort. TI: $1,163.39 Years 6-10: $2,977.65; which is comprised of: Shell: $2,457.20 OPEX: $520.45 Amort. TI: $00.00		

9a. NAME AND ADDRESS OF OWNER *(Mailing address only no PO Boxes Include ZIP code and plus 4 code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*

1320 East Olympic, LLC dba WWW.PROPERTIES, 3727 Serra Rd., Malibu, CA 90265-4918

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
(310) 570-6226	☒ OWNER ☐ AUTHORIZED AGENT ☐ OTHER *(Specify)*

11a. NAME OF OWNER OR AUTHORIZED AGENT *(Type or Print)*	11b. TITLE OF PERSON SIGNING
Doug Weitman	

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT	11d. DATE
Doug Weitman	2-14-11

PART III - AWARD ***(To be completed by Government)***

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Amendment#1, (c) Amendment#2, (d) Amendment#3, (e) Representations and Certifications, (f) the Government's General Clauses, (g) Floor Plan, and (h) the following changes or additions made or agreed to by you:

(1) Commission and Commission Credit: The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted] The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph above, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction.

("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding GSA Form 3626, Part II (C), Boxes 5 & 6, the shell rental payments due and owing under this lease shall be reduced to fully recapture 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:

First Month's Rental Payment $4,141.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent

Second Month's Rental Payment $4,141.04 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent

(2) Adjustment for Vacant Premises: In the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by $00.00 per usable square foot per annum for operating expenses.

(3) Tenant Improvement Allowance: The maximum Tenant Improvement Allowance has been established by GSA Form 3626, Part I (B), Box 6 (g) above, "Tenant Improvements Included in Offer." ($42.59 USF). The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 6.00% per year.

(4) Parking Spaces: Included as part of the offered rent are six (6) reserved, surface parking spaces for the sole use of the Government.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER *(Type or Print)*	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
Merlin "Rick" Nygren		MAR 31 2011