

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **09/08/2010**

LEASE No. GS-09B-02580

THIS LEASE, made and entered into this date between **MB Investment Group 2, LP**

whose address is: 9550 Flair Drive, Suite 105  
El Monte, CA 91731-2917

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

8,824 rentable square feet of office and related space, which yields 7,673 ANSI/BOMA Office Area square feet of space and an additional 2,754 rentable square feet (yielding 2,395 ANSI/BOMA Office Area SF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 8,824 rentable/7,763 ABOA square footage indicated above, for a total of 11,578 rentable square feet (yielding 10,068 ABOA) located on the 2nd Floor (Suite 200) at 7200 Greenleaf Avenue, Whittier, CA, 90602-1367, together with two (2) reserved onsite structured parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. **PARAGRAPH 2 IS INTENTIONALLY OMITTED.**

3. **PARAGRAPH 3 IS INTENTIONALLY OMITTED.**

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least one hundred-twenty (120) days' prior notice in writing 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.

5. **PARAGRAPH 5 IS INTENTIONALLY OMITTED.**

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
  - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings; provided that the Government shall make payments for lump sum items identified in Paragraph 5.4 of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 10, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 8CA2813 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers
7. The following are attached and made a part hereof:
- All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:
- a) Sheet no. 1-3 containing Paragraphs 9-24;
  - b) The Solicitation For Offers Number 8CA2813 (pages 1-48) (all references to SFO shall also refer to any Special Requirements and Amendments);
  - c) Special Requirements (pages 1-35);
  - d) Amendment Number 1 (page 1);
  - e) Site Plan (Exhibit "A");
  - f) GSA Form 3517 (pages 1-2,);
  - g) GSA Form 3518 (pages 1-7).
8. The following changes were made in this lease prior to its execution:
- Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 23 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: MS INVESTMENTS GROUP 2, L.P.

BY [Signature] (Signature) [Signature] (Signature)

IN PRESENCE OF:  
Asia Barnard (Signature) [Address] (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY Brenda Day  
 CONTRACTING OFFICER, GSA

INITIALS [Handwritten]  
 LESSOR GOVERNMENT



designee located at U.S. General Services Administration, 24000 Avila Road, Laguna Niguel, CA 92677-3405, to receive payment.

16. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of **\$1.00 per ABOA per month** after "Normal Hours."
17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the five (5) year firm term of the lease agreement at an interest rate (amortization rate) of **4.50%** per year.
18. **BUILDING SPECIFIC SECURITY:** The maximum Building Specific Security has been established by Paragraph 10.1, "Lease Security Standards: General Requirements." The Building Specific Security shall be amortized over the five (5) year firm term of the lease agreement at an interest rate (amortization rate) of **4.50%** per year.
19. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
  - A. The price proposal required to be provided by Lessor in SFO Paragraph 5.11 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.3, B (1) through (9), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
  - B. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
  - C. The construction schedule required in Paragraph 5.11 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements," of the SFO shall not include the period from December 15 through January 1 of any calendar year.
  - D. In addition to the submission requirements specified under Paragraph 5.11, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format ten (10) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.
20. **ACCEPTANCE OF SPACE:**
  - A. The following is added to Paragraph 5.11G(1), "Acceptance of Space and Certificate of Occupancy," subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
  - B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
  - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
21. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**
22. Wherever the words "Offeror," "Lessor," or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor;" wherever the words "solicitation," "Solicitation for Offers," or "SFO" appear in this Lease, they shall be deemed

Initials:    &     
Lessor                      Government

to mean "this Lease;" wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises."

23. **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, 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 Paragraph 10 of this Standard Form 2, 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 \$20,545.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$20,545.21 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

The final lease rental rate, commission and commission credit totals will be established upon completion of SFO required Tenant Improvements and Building Specific Security Counter Measures and will be adjusted by Supplemental Lease Agreement (SLA).

24. **FREE SPACE:** All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

25. Lessor's Tenant Improvement Fee Schedule is stated below. These set fees will be submitted with the tenant improvement price proposal per Paragraph 5.11 entitled "Construction Schedule and Acceptance of Tenant Improvements," of the Solicitation For Offers.

- A. General Conditions will be eight-percent (8.00%) of total subcontractor costs.
- B. General Contractor's fee will be five-percent (5.00%) of total subcontractor costs.
- C. Architectural Engineering Fees will be a flat fee of \$2.00 per usable square foot.
- D. Lessor's Project Management fees will be five-percent (5.00%) of total subcontractor costs.

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Lessor                      Government