

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

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

DATE OF LEASE: 1/10/12

LEASE No. GS-09B-02598

THIS LEASE, made and entered into this date between 321 E. Little Tokyo, LLC

whose address is: 1644 N. Honore Street
Suite 108
Chicago, IL 60622-1538

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:
54,827 rentable square feet (r.s.f.), yielding approximately 50,130 ANSI/BOMA Office Area square feet and related space located at 321 E. 2nd Street, Los Angeles, California 90012, together with 2 off-site reserved parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on January 1, 2012 through December 31, 2016, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$1,691,412.95 at the rate of \$140,951.08 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

321 E. Little Tokyo Master, LLC
1644 N. Honore St.
Suite 108
Chicago, IL 60622-1538

4. The Government may terminate this lease in whole or in part effective at any time after the 4th year of this lease by giving at least 180 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

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 2 parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. Adequate space for telecommunications antennae and transmission ~~devices~~ *devices & sss* 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) The Solicitation For Offers Number OCA2257 (pages 1-50) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) GSA Form ~~3547~~ (pages 1-33); *3517B & sss*
 - c) GSA Form 3518 (pages 1-7);
 - d) Sheet No. 1 containing Paragraphs 9-21;
8. The following changes were made in this lease prior to its execution:
- Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 21 have been added.

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

LESSOR: 321 E. Little Tokyo, LLC

BY *[Signature]* *AGENT FOR 321 LITTLE TOKYO LLC* _____
 (Signature) (Signature)

IN PRESENCE OF:

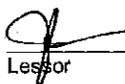
[Signature] _____ *164441 HUNLORE ST. SUITE 108, CHICAGO IL 60622*
 (Signature) (Address)

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

BY *[Signature]* _____
 CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02598

9. **Tax Adjustment:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 54,827/54,827 rentable square feet (100%).
10. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Cost", the base rate for purposes of operating cost escalation is established at \$11.83 per rentable square foot per annum.
11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "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 \$3.00 per rentable square foot per annum for operating expenses.
12. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:30 a.m. – 5:30 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of \$130.50 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 312 North Spring Street, Los Angeles, CA 90012, to receive payment.
13. **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 \$3.00 per hour after "Normal Hours".
14. **INSPECTION OF PREMISES:**
 - A. The Lessor shall notify the Government 5 days in advance of the anticipated substantial completion date as defined in Paragraph 1 of the GSA Form 3517. Within 10 business days after the date the Lessor notifies the Government that the space is "substantially complete," the Government shall inspect the Premises and appurtenances to ensure all items in Paragraph 19 of the Standard Form 2 have been completed. Within five (5) business days after the inspection, the Government shall notify the Lessor of any deficiencies in the Premises and appurtenances and the Lessor shall thereafter diligently pursue remedying any defects. If any subsequent Government inspection is required to confirm conformance with the results of a prior inspection, any such subsequent inspection and notification of the results of such inspection shall be made in accordance with the foregoing procedure and the time frames.
 - B. 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.
15. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Service Administration Contracting Officer. This contract is between GSA and 321 E. Little Tokyo, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the term 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 if the improvements remain in place after the Government's acceptance of the space.
16. 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 to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

Initials:  & 
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02598

17. Pursuant to Paragraph 5.1, "**Unit Costs for Adjustment**", the following negotiated amounts may be used, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

ITEM	UNIT COST
1. The cost per linear foot of office subdividing ceiling-high partitioning.	[REDACTED] T(b)(4)
2. The cost per floor-mounted duplex electrical outlet.	[REDACTED]
3. The cost per wall-mounted duplex electrical outlet.	[REDACTED]
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.	[REDACTED]
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.	[REDACTED]
6. The cost per dedicated clean electrical computer receptacle.	[REDACTED]
7. The cost per floor-mounted telephone/data outlet.	[REDACTED]
8. The cost per wall-mounted telephone/data outlet.	[REDACTED]
9. The cost per interior door.	[REDACTED] MPT(b)(4)

18. **TENANT IMPROVEMENT ALLOWANCE:** No Tenant Improvements shall be associated with this lease.

19. **SHELL IMPROVEMENTS:** The following improvements/upgrades are to be completed at the lessor's expense as a part of the shell rental consideration within ~~420~~ days of lease award. 218 & 315

- A. Lessor shall re-paint and re-carpet the entire premises, all 10 floors of 321 E. 2nd Street; all offices, open office areas, and common areas (all 54,827 rentable square feet).
- B. All the concrete on the 1st floor (the topping slab) shall be refinished and the old Vinyl Composite Tile (VCT) on the first floor is to be replaced with all new VCT. UNDER THE VCT & 315
- C. Ceiling tiles that are soiled and/or inconsistent in coloring shall be replaced and made uniform throughout the entire space.
- D. Supply and return registers throughout the entire building shall be cleaned.

20. **FACILITIES PERSONNEL:**
In addition to having a facilities manager onsite during normal office hours to perform maintenance, a property manager/building engineer shall remain onsite until 7 p.m., Monday through Friday.

21. **As-Is:**
The following paragraphs of SFO No. 0CA2257 are accepted by the Government in "as-is" condition for existing space: 1.6, 1.9, 1.10, 6.5, 6.7, 8.6, and 8.8. The Lessor shall comply with the SFO for all areas requiring tenant improvements.

Initials: J & SS
Lessor Government