

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

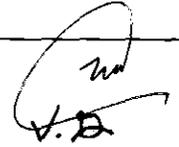
DATE OF LEASE: January 3, 2012

LEASE No. GS-09B-02907

THIS LEASE, made and entered into this date between: **550 North Brand Owner's Corporation**

whose address is: ~~555 California St, Suite 2200  
San Francisco, CA 94104~~

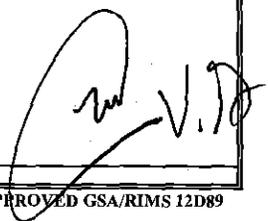
550 N. Brand Blvd #1655  
Glendale, CA 91203-3927



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:  
**7,422** rentable square feet (r.s.f.), yielding approximately **6,237** ANSI/BOMA Office Area square feet and related space located on the **11<sup>th</sup>** Floor at the **550 N. Brand Blvd, Glendale, CA 91203-1900**, together with **6** onsite **reserved, structured** parking spaces, as depicted on the attached **floor plan** (Exhibit A) (the "Premises"), 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 any time after the **7<sup>th</sup>** year of this lease giving at least **90** 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. Rent is subject to adjustment in accordance with Paragraph 3.3, "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. **1CA2081** and its attachments.
  - C. Adequate space, up to a maximum area of three feet in diameter, 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) The Solicitation For Offers Number **1CA2081** (pages 1-47) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-2);
- c) Amendment Number 1 (pages 1-2);
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-9 containing Paragraphs 9-46;
- g) Site Plan (Exhibit "A").

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 46 have been added.

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

LESSOR: **550 North Brand Owners Corp**

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

6400 S Fiddle's Green Cir #200  
(Address) Englewood, CO 80111

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

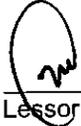
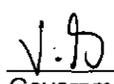
BY

CONTRACTING OFFICER, GSA



SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02907

14. **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, if any. The charges for heating and cooling of these areas shall be separately metered after "Normal Hours".
15. **TENANT IMPROVEMENT ALLOWANCE:**
- A. The Government's maximum Amortizable Tenant Improvement Allowance has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the 7 year firm term of the lease agreement at an interest rate (amortization rate) of 8% per year.
- B. Lessor has provided Government with a Tenant Improvement Allowance/Credit at the rate of **\$45.00** per rentable square foot for a total of **\$333,990.00** and shall be credited to the Government at the time of lease award, with no expectation of reimbursement. Any Tenant Improvement costs exceeding the Lessor's credited allowance shall be paid for by the Government with the Amortizable Tenant Improvement Allowance referenced in paragraph 14.A of the Lease and paragraph 3.2 of the SFO, up to the allowance limit of **\$293,975.26** ( $\$47.1341 \times 6,237$  u.s.f.).
- C. Any Tenant Improvement costs exceeding, first, the Lessor's Tenant Improvement Allowance/Credit, and, then, the Government's Amortizable Tenant Improvement Allowance, shall be paid for via lump sum by the Government to the Lessor upon completion and acceptance of the improvements, in accordance to paragraph 3.3.A.3 of the SFO.
16. **MOVING ALLOWANCE:** Lessor shall provide Government with a Moving Allowance/Credit equal to one dollar (\$1.00) per rentable square foot, for a total of \$7,422.00, with no expectation of reimbursement. The Moving Allowance/Credit shall be applied to any costs associated with moving Federal Mediation and Conciliation Service into the Premises.
17. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
- A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.9 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
- B. The price proposal required to be provided by Lessor in SFO Paragraph 5.9 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.2, 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.
- C. 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.
- D. The construction schedule required in Paragraph 5.9 (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 5.9, "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.
- E. In addition to the submission requirements specified under Paragraph 5.9, "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.
18. **ACCEPTANCE OF SPACE:**
- A. The following is added to Paragraph 5.9 G (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.

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Lessor & Government



SHEET NUMBER 4 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02907

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.

2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Maintain resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *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.
8. *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.
9. *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 all offices, non-public areas, public areas, corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
12. *As Required.* Properly maintain building common area 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.
13. Control pests as appropriate.

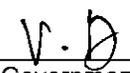
26. **MAINTENANCE AND TESTING OF SYSTEMS:**

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative upon request by Government.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer. The Government shall be invited to witness all tests performed by permitting and inspection agencies verifying the proper installation and operation of such systems during the normal course of construction inspections. All such tests shall be reflected on the construction schedule, which shall be updated as necessary. In the event that the Government requires duplicate tests even through provided the opportunity to participate in such official construction inspections, then the cost of such additional tests shall be borne by the Government.

27. **CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS:** Within fifteen (15) working days after lease award of this Lease contract, the Lessor shall submit to the Contracting Officer a tentative construction schedule.

28. **ACCEPTANCE OF SPACE AND RENT COMMENCEMENT:** Ten (10) working days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have ten (10) working days to inspect and to either accept or reject the subject space due to non-compliance with applicable laws or non-conformance of the approved Design Intent Drawings drawings of this Lease.

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Lessor Government



event the Government chooses to install a high-performance paint coating, it shall comply with the VOC (Volatile Organic Compound) limits of the Green Seal Standard GS-11.

2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence or willful misconduct of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

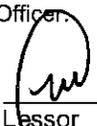
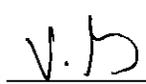
37. **PAINTING:**

**A. BUILDING SHELL:**

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 5 years.
3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA. Painting or partitions shall consist of one prime coat and one flat latex finish coat to cover the designated partition. Wood door finishes shall consist of one coat wood stain with one coat standard sealer and two coats clear varnish. Additional overcoats may be added as designated by the Contracting Officer.
2. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for Volatile Organic Compound (VOC) offgassing:
  - a. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
  - b. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
  - c. Architectural paints, coatings, and primers applied to interior walls and ceilings:
    - i. Flats: 50 grams per litre (g/L).
    - ii. Non-flats: 150 g/L.
  - d. Anticorrosive and antirust paints applied to interior ferrous metal substrates: 250 g/L.
  - e. Clear wood finishes:
    - i. Varnish: 350 g/L.
    - ii. Lacquer: 550 g/L.
  - f. Floor coatings: 100 g/L
  - g. Sealers:
    - i. Waterproofing sealers: 250 g/L.
    - ii. Sanding sealers: 275 g/L.
    - iii. All other sealers: 200 g/L.
  - h. Shellacs:
    - i. Clear: 730 g/L.
    - ii. Pigmented: 550 g/L.
  - i. Stains: 250 g/L.
  - j. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Contracting Officer.

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B. CODE:

Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators (current as of the award date of this SFO)*. Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with all local codes or the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. SPEED:

For new construction, the passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. INTERIOR FINISHES:

Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

44. HAZARDOUS MATERIALS: *(This paragraph to replace paragraph 9.8 of the SFO in its entirety)*

At the time of delivery, the leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

45. DETERRENCE TO UNAUTHORIZED ENTRY: *(This paragraph to replace paragraph 10.2 of the SFO in its entirety)*

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 its security cameras and lighting are not obstructed.

46. In the event of a conflict of terms and/or conditions between this Standard Form 2 (SF2) Lease, and the Solicitation For Offers (SFO) 1CA2081, the SF2 will prevail.

Initials: AW & V.B  
Lessor & Government