STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**
DATE OF LEASE: July 11, 2011	LEASE No. GS-09B-02606

THIS LEASE, made and entered into this date between **101 La Brea Plaza, LLC.**

whose address is: **111 N. La Brea Ave, Suite 600**
Inglewood, CA 90301-1752

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:
11,476 rentable square feet (r.s.f.), yielding approximately 9,979 ANSI/BOMA Office Area square feet and related space located on the **2nd** Floor, **Suite 202** at **111 N. La Brea Ave, Inglewood, CA 90301-1752** together with 13 onsite surface parking spaces, as depicted on the attached **site 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 **5th** year of this lease giving at least **60** 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 parking space(s) described in Paragraph 1 and parking spaces required by local code.

   B. 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) The Solicitation For Offers Number 0CA2252 (pages 1-44) (all references to SFO shall also refer to any Special Requirements and Amendments);

   b) Special Requirements (pages 1-7);

   c) GSA Form 3517 (pages 1-33);

   d) GSA Form 3518 (pages 1-7);

   e) Sheet no. 1 containing Paragraphs 9-~~18~~; 19 pg V.D

   f) Site Plan (Exhibit "A", page 1).

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 19 have been added.

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

LESSOR: **101 La Brea Plaza, LLC**

BY _____ _____

(Signature) (Signature)

IN PRESENCE OF:

_____ 111 N. La Brea Ave, Suite 600, Inglewood, CA

(Signature) (Address)

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

BY _____

CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02606

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following **10** year term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

10. The Government shall pay the Lessor annual rent as follows:

YEAR(S)	ANNUAL	MONTHLY
1	$189,354.00	$15,779.50
2	$195,092.00	$16,257.67
3 through 10	$208,289.40	$17,357.45

- Rent for a lesser period shall be prorated. Rent shall be payable to:

101 La Brea Plaza, LLC
111 N. La Brea Ave, Suite 600
Inglewood, CA 90301-1752

11. OPERATING COST: Pursuant to Paragraph 4.2, "Operating Costs" , the base rate for purposes of operating cost escalation is established at $5.00 per rentable square foot per annum.

12. ADJUSTMENT FOR VACANT PREMISES: Pursuant to Paragraph 4.3, "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 $5.00 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."

13. OVERTIME USAGE: Pursuant to Paragraph 4.5, "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 [6:00 a.m. – 6:00 p.m., Monday through Friday, 9:00 a.m. – 1:00 p.m., Saturday and except Federal Holidays ("Normal Hours")], at a rate of $35.00 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 West Los Angeles Field Office, 11000 Wilshire Blvd, Suite 7100, Los Angeles, CA 90024, to receive payment.

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. The charges for heating and cooling of these areas shall be provided at the rate of $0.00 per hour after "Normal Hours".

15. BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:
    A. Lessor has agreed to provide new carpet tiles, paint, window blinds and all related work throughout the Premises to the Government at no cost. All work must be completed within 30 working days of receiving the Government Notice to Proceed.

16. 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.

17. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer at 300 N. Los Angeles St – Ste 4100, Los Angeles, CA 90012. 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.**

18. 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".

19. PERCENTAGE OCCUPANCY: The Premises is **11,476/155,891** rentable square feet (**7.36%**).

Initials: _____ & _____
Lessor Government