LEASE NO. GS-09P-LCA00009

This Lease is made and entered into between **Tokyo East LLC, a Delaware limited liability company**

(Lessor), whose principal place of business is **1212 Wilshire Blvd., Suite 555, LOS ANGELES, CA 90025-1902**, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

200 S. SAN PEDRO STREET, LOS ANGELES, CA 90012

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 10 Years Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[redacted]

Name: SHAHIN SIMON NEMAN

Title: Manager

Entity Name: TOKYO EAST LLC, a Delaware limited liability company

Date: DECEMBER 1, 2016

FOR THE GOVERNMENT:

[redacted]

Name: BRANDY K. OCKER

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/05/2016

WITNESSED FOR THE LESSOR BY:

[redacted]

Name: [redacted] YADYDA NEMAN

Title: MEMBER

Date: December 5, 2016

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: **18,121** rentable square feet (RSF), yielding **16,851** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd, 3rd and 4th** floor(s) and known as Suite(s) **202, 300, and 4th floor**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

The Lessor has included **818 RSF** of space free of charge. Only **17,303** rentable square feet (RSF), yielding **16,090** ANSI/BOMA Office Area (ABOA) is being assessed rent.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.075366447** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. INTENTIONALLY DELETED

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of such telecommunications equipment, (2) the right to access any such telecommunications equipment on the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation and maintenance of such telecommunications equipment at all times during the term of this Lease. Any such telecommunications equipment installed by Lessee must be for Lessee's use only.

1.03 RENT AND OTHER CONSIDERATION (AAAP VARIATION (APR 2015))

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	10 YEARS FIRM TERM
	ANNUAL RENT
SHELL RENT[1]	$571,751.30
TENANT IMPROVEMENTS RENT[2]	$ 98,521.26
OPERATING COSTS[3]	$190,506.03
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$12,861.50
TOTAL ANNUAL RENT	**$873,640.09**

[1]Shell rent calculation:
(Firm Term) **$35.5346** per ABOA SF multiplied by **16,090** ABOA SF (rounded rentable rate is **$33.043478** per RSF)
[2]The Tenant Improvement Allowance of **$45.961** per ABOA (total TI amount **$739,512.49**) is amortized at a rate of **6** percent per annum over **10** years.
[3]Operating Costs rent calculation: **$11.84** per ABOA SF multiplied by **16,090** ABOA SF (rounded rentable rate is **$11.01** per RSF)
[4]Building Specific Amortized Capital (BSAC) of **$.7993** per 16,090 ABOA (total BSAC amount **$96,540.00**) are amortized at a rate of **6** percent per annum over **10** years

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **16,090** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 INTETNTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (AAAP VARIATION (APR 2015))

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
AGENCY POR	19	B
FSL II - SECURITY REQUIREMENTS	7	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM	2	E
CONSTRUCTION SCHEDULE	1	F
CERTIFICATE OF COMPLIANCE - SEISMIC FORM B	12	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$45.961** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **6** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ($ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	2%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	3%

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **$6.00** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **6** percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **61.739099** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **17,303** RSF by the total Building space of **28,026** RSF.

1.13 INTENTIONALLY DELETED

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **$11.01** per RSF (**$190,506.03** annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **$3.00** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **$40.00** per hour for the entire Space.

1.17 INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. Re-painting and Re-carpeting of all occupied Suite(s)
B. Re-Balancing of all HVAC zones

1.19 INTENTIONALLY DELETED