

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364C, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name **915 Wilshire LLC**

(Lessor), whose principal place of business is **712 Fifth Avenue, New York, NY 10019**, 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

**915 Wilshire Boulevard
Los Angeles, CA 90017**

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 Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal 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.

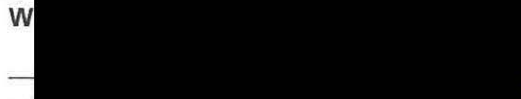
FOR THE LESSOR:



Title: Owner

Entity Name: 915 Wilshire LLC

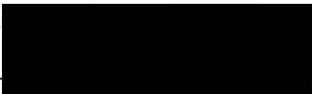
Date: 11/20/12

W 

Name: MONICA M. GARCIA

Title: _____

FOR



Name: Linda Luong

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/13/12

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: **27,983** rentable square feet (RSF), yielding **21,692** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **10th and 18th** floor(s) and known as Suite(s) **1000 & 1850** of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.29** 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 (JUN 2012)

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. Parking: **4** covered parking spaces to be designated by Landlord in the Building's Parking area, reserved for the exclusive use of the Government, of which all shall be structured/inside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	FIRM TERM MONTHS 1-3
	ANNUAL RENT
SHELL RENT ¹	\$ 535,388.48
TENANT IMPROVEMENTS RENT ²	\$ 139,911.86
OPERATING COSTS ³	\$ 359,581.55
BUILDING SPECIFIC SECURITY ⁴	\$ 0.00
PARKING ⁵	\$ 0.00
TOTAL ANNUAL RENT	\$1,034,881.89

¹Shell rent (Firm Term) calculation: \$ 19.132633 per RSF multiplied by 27,983 RSF

²The Tenant Improvement Allowance of \$46.2924 is amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$12.85 per RSF multiplied by 27,983 RSF

⁴Building Specific Security Costs of \$0.00 are amortized at a rate of 0 percent per annum over 10 years

⁵Parking costs described under sub-paragraph G below

	FIRM TERM MONTH 4-YEAR 10
	ANNUAL RENT
SHELL RENT ¹	\$ 599,678.82
TENANT IMPROVEMENTS RENT ²	\$ 139,911.86
OPERATING COSTS ³	\$ 359,581.55
BUILDING SPECIFIC SECURITY ⁴	\$ 0.00
PARKING ⁵	\$ 0.00
TOTAL ANNUAL RENT	\$1,099,172.23

¹Shell rent (Firm Term) calculation: \$21.430112 per RSF multiplied by 27,983 RSF

²The Tenant Improvement Allowance of \$46.2924 is amortized at a rate of 7 percent per annum over 10 years.

³Operating Costs rent calculation: \$12.85 per RSF multiplied by 27,983 RSF

⁴Building Specific Security Costs of \$0.00 are amortized at a rate of 0 percent per annum over 10 years

⁵Parking costs described under sub-paragraph G below

B. 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.

C. 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 in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

D. 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.

1.04 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A
PARKING PLAN(S)	1	B
AGENCY SPECIAL REQUIREMENTS	16	C
SECURITY REQUIREMENTS	5	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

1.06 TENANT IMPROVEMENT AND PRICING (SEPT 2011)

- A. The Lessor has agreed to total TI pricing of **\$1,498,794.74** based on the approved DIDs included in Exhibit **A**. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of **7** percent per year. Notwithstanding the foregoing, the rent over the Firm Term will not be revised in the event the total cost of the TI is less than or greater than the pricing set forth.
- B. The Government shall make lump sum payments for **\$494,620.00** of TI work.

1.07 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)	\$40,000
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	0%

1.08 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 **7.25** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **27,983** RSF by the total Building space of **385,455** RSF.

1.09 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$12.85 per RSF (\$359,581.55/annum).

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$1.75 per ABOA SF of Space vacated by the Government.

1.11 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$75.00 per hour per zone
- No. of zones: 5
- \$ 150.00 per hour for the entire Space.

1.12 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. The charges for heating and cooling of these areas shall be separately metered for the actual costs. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at North Spring Street PMO, 312 N. Spring Street, Suite 1020, Los Angeles, CA 90012.

1.13 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. _____
- B. _____
- C. _____

1.14 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.