

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

6/28/10

LEASE No. GS-09B-02562 BLDG NO. CA7288

THIS LEASE, made and entered into this date between **CHIPPEWA ENTERPRISES, INC.**

whose address is: 13245 Riverside Drive, 6th Floor
Sherman Oaks, CA 91423-5625

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:

11,891 rentable square feet (r.s.f.), yielding approximately 10,542 ANSI/BOMA Office Area square feet and related space located on the 7th Floor, at the Riverside Metro Center, 3801 University Avenue, Riverside, CA 92501-3200, together with **two (2)** on-site 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. TO HAVE AND TO HOLD the said premises with their appurtenances for a **term of 10 years** beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government. The lease term is for ten (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth.

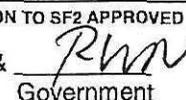
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.

4. The Government may terminate this lease in whole or in part effective any time on or after the fifth (5th) year of this lease giving at least ninety (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. 9CA2579 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

EXCEPTION TO SF2 APPROVED
Initials:  & 
Lessor Government

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 9CA2579 (pages 1-55) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-7);
- c) Amendment Number 1 (pages 1);
- d) Amendment Number 2 (pages 1);
- e) GSA Form 3517 (pages 1-2);
- f) GSA Form 3518 (pages 1-8);
- g) Paragraphs 9-23;
- h) Floor Plan (Exhibit "A", page 1);

8. The following changes were made in this lease prior to its execution:

Paragraphs 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 23 have been added.

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

- For months 1 through 60, annual rent of \$468,678.35 at the rate of \$39,056.53 per month in arrears:

| | Annual Rent | Rate/RSF |
|----------------------------|--------------|----------|
| Shell Rent (including tax) | \$298,107.37 | \$25.07 |
| Operating Cost | \$56,720.07 | \$4.77 |
| Amortization of TI | \$113,850.91 | \$9.57 |
| Full Service Rent | \$468,678.35 | \$39.41 |

- For months 61 through 120, annual rent of \$399,656.51 at the rate of \$33,304.71 per month in arrears:

| | Annual Rent | Rate/RSF |
|----------------------------|--------------|----------|
| Shell Rent (including tax) | \$342,936.44 | \$28.84 |
| Operating Cost | \$56,720.07 | \$4.77 |
| Amortization of TI | \$0.00 | \$0.00 |
| Full Service Rent | \$399,656.51 | \$33.61 |

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

Chippewa Enterprises, Inc.
13245 Riverside Drive, 6th Floor
Sherman Oaks, CA 91423-5625

10. The Lessor shall have ninety (90) calendar days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.

11. **TAX ADJUSTMENT:** For the purpose of the Tax Adjustment provision of this lease, the Government's percentage of occupancy as of the date hereof is 9.5639%. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas occupied under this lease are 213261026-7.

12. **OPERATING COSTS:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$4.77 per rentable square foot per annum.

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.

19. **OCCUPANCY REPORTS:**

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

20. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. 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.**

21. 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".

22. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

23. **COMMISSION AND COMMISSION CREDIT:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 9 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$39,056.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent

Second Month's Rental Payment \$39,056.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

EXCEPTION TO SF2 APPROVED
Initials: [Signature] & [Signature]
Lessor Government

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

LESSOR: **CHIPPEWA ENTERPRISES, INC.**

BY



(Signature)

(Signature)

IN PRESENCE OF:

Lilly Hanson

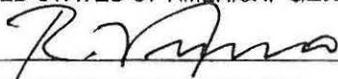
(Signature)

13245 RIVERSIDE DR. 6th Floor

(Address) STERMAN OAKS CA 91423

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

BY



CONTRACTING OFFICER, GSA

ROBERT W. NIMMO