

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: *November 29, 2010*

LEASE No. GS-09B-02706

THIS LEASE, made and entered into this date between: **MCC VENTURE L.P., a California limited partnership**

whose address is: 6011 Bristol Parkway
Culver City, CA 90230-6601

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:
21,550 rentable square feet (r.s.f.), yielding approximately 18,887 ANSI/BOMA Office Area square feet and related space located on the 3RD floor at 22690 Cactus Avenue, Moreno Valley, CA 92553-9024 together with two (2) onsite reserved surface parking spaces, as depicted on the attached (Exhibit A), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED

3. The Government shall pay the Lessor annual rent on a monthly basis in arrears as follows for:

Years 1 through 5 annual rent of \$615,252.50 at the rate of \$51,271.04 per month;
Years 6 through 10 annual rent of \$714,598.00 at the rate of \$59,549.83 per month;
Years 11 through 15 annual rent of \$717,830.50 at the rate of \$59,819.21 per month

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

**MCC VENTURE L.P.
6011 Bristol Parkway
Culver City, CA 90230-6601**

4. The government may terminate this lease at any time after the tenth (10th) year of this lease by 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 the 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 two (2) onsite reserved surface 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 final construction 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. 9CA2966 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.
- D. The Lessor agrees to mitigate all the deficiencies noted in the memos for the GSA Safety and Environmental Branches memorandums dated July 19, 2010 and July 20, 2010 regarding accessible per the Architectural Barriers Act Accessibility Standard and seismic deficiencies at the Lessor's expense.
- E. In order to make the building fit for Federal occupancy the Lessor at his expense will mitigate the reported structural deficiencies by rehabilitating to the satisfaction of a California Registered Civil Engineer or California Registered Engineer.

The structural rehabilitation 22690 Cactus Avenue will include the following documentation prepared by a California Registered Civil Engineer or California Registered Engineer:

- 1) Structural calculations prepared per the requirements of the ASCE Standard, ASCE/SEI 41-06, "Seismic Rehabilitation of Existing Buildings".
- 2) Structural drawings that include Plans, Sections and Details illustrating the measures deemed necessary to mitigate the seismic deficiencies noted within Mr. Jack Ratiu's Seismic Certificate.
- 3) A QA / QC program based upon structural test and special inspections per the requirements of ASCE 7-05, Section A.9.3.3 of Appendix A (Inspections), ASCE 7-05, Section A.9.3.4 of Appendix A (Testing) and the 2007 California Building Code, Section 17A as deemed necessary by the local Authority Having Jurisdiction (AHJ).
- 4) A Projection Specification.
- 5) A building permit issued by the local Authority Having Jurisdiction (AHJ).
- 6) Submission of the documentation noted above to GSA for their review and approval.

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) Sheets No. 1 thru 3 containing Paragraphs 9 thru 22;
- b) The Solicitation For Offers (SFO) Number 9CA2966 (pages 1-51) (all references to SFO shall also refer to any Special Space Requirements (pages 1-40));
- c) Certificate Of Seismic Compliance – 36 Pages
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-6);
- f) Floor Plan (Exhibit "A");

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

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 22 have been added.

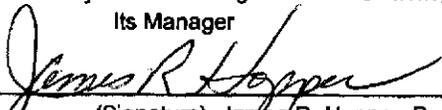
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: MCC VENTURE L.P., a California limited partnership

By: HB & Sons, LLC a California limited liability company
Its General Partner

By: Asset Management Consultants, Inc, a California corporation
Its Manager

BY



(Signature) James R. Hopper, President

(Signature)

IN PRESENCE OF:



(Signature)

(Address)

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

BY


CONTRACTING OFFICER, GSA