

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

3/7/2011

LEASE No. GS-09B-02724

THIS LEASE, made and entered into this date between *Douglas Emmett 1997, LLC*

whose address is: 11400 West Olympic Blvd., Suite 150
Los Angeles, CA 90064-1541

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:
3,427 rentable square feet (r.s.f.), yielding approximately 2,920 ANSI/BOMA Office Area square feet and related space located on the 6th Floor (Suite 670) at the Olympic Center, 11150 West Olympic Blvd., Los Angeles, California 90064, together with 0 reserved onsite parking spaces 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 the term beginning on April 1, 2011 through March 31, 2021, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent as follows:

For years 1 through 5, annual rent of \$98,354.90 at the rate of \$8,196.24 per month in arrears.
For years 6 through 10, annual rent of \$124,194.48 at the rate of \$10,349.54 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:
Douglas Emmett 1997, LLC
11400 Olympic Blvd., Suite 150
Los Angeles, CA 90064-1541
4. The Government may terminate this lease in whole or in part effective any time after the fifth year, March 31, 2016 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 HAS BEEN 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. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers. Subject to availability and a mutually agreed upon location.

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) Sheet no. 1 containing Paragraphs 9-17;
- b) The Solicitation For Offers Number 9CA2593 (pages 1-50) (all references to SFO shall also refer to any Special Requirements and Amendments);
- c) Amendment Number 1(pages 1-2), Amendment Number 2 (pages 1-2);
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Site Plan

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

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 17 have been added.

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

LESSOR: Douglas Emmett 1997, LLC,

BY *[Signature]*
(Signature)

(Signature)

IN PRESENCE OF:

[Signature]
(Signature)

808 Wilshire Blvd, suite 200
Santa Monica, CA 90401
(Address)

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

BY *[Signature]*
CONTRACTING OFFICER, GSA

[Handwritten mark]

