

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

DATE OF LEASE: 11/30/2011

LEASE No. GS-09B-02786

THIS LEASE, made and entered into this date between Carr NP Properties LLC

whose address is: 21041 Burbank Blvd.  
Woodland Hills, CA 91367-6606

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:  
8,469 rentable square feet (r.s.f.), yielding approximately 7,685 ANSI/BOMA Office Area square feet and related space located at 21051 Warner Center Lane, Los Angeles (Woodland Hills), CA 91367, together with one (1) onsite surface parking space, as depicted on the attached (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 the term beginning on November 12, 2011 through November 11, 2016, subject to termination and renewal rights as may be hereinafter set forth.
3. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.
4. The Government may terminate this lease in whole or in part effective any time after November 12, 2014 by 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. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space described in Paragraph 1 and parking spaces required by local code.
  - B. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. OCA2810 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.

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 OCA2810 (pages 1-33) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) GSA Form 3517 (pages 1-2);
- c) GSA Form 3518 (pages 1-7);
- d) Sheet no. 1-2 containing Paragraphs 9-18;
- e) Space 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 18 have been added.

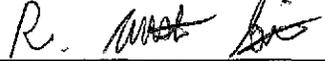
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **Carr NP Properties LLC**

BY  (Signature) **Frank Campbell** (Signature)  
**Market Managing Director**

IN PRESENCE OF:  
 \_\_\_\_\_ (Signature) \_\_\_\_\_ (Address)

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

BY   
 CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02786

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

From November 12, 2011 through November 11, 2016 total annual rent shall be \$241,451.19, with an annual Shell cost of \$186,572.07, annual Operating cost of \$54,879.12.

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

Carr NP Properties LLC  
PNC Bank  
P.O. Box 642907  
Pittsburgh, PA 15264-2907

10. **OPERATING COST:** Pursuant to Paragraph 4.1, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$6.48 per rentable square foot per annum.
11. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.2, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.06 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.1, "Operating Costs."
12. **OVERTIME USAGE:** Pursuant to Paragraph 4.4, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (6:00 a.m. - 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$65 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at North Spring Field Office, 312 North Spring St., Room 1020, Los Angeles, CA 90012 to receive payment.
13. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$0 per hour after "Normal Hours".
14. **ACCEPTANCE OF SPACE:**
- A. Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
  - B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 10 calendar days of acceptance.
  - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any 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.
15. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer located at 300 N. Los Angeles Street, Suite 4100, Los Angeles, CA 90012. 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.**
16. 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".
17. **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

Initials: me & RPS  
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02786

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.

18. The Government acknowledges that they are accepting the Premises in as-is condition and the Landlord is not responsible for making any modifications to the Premises. As a result, the following paragraphs of SFO OCA2810 are accepted by the Government in "as-is" condition for existing space.

- A. Paragraph 1.10;
- B. Paragraph 2.3;
- C. Paragraph 4.3;
- D. Paragraph 4.8;
- E. Paragraphs 6.2 through 6.6;
- F. Paragraphs 7.0 through 7.7;
- G. Paragraphs 8.0 through 8.8;
- H. Paragraphs 8.11 through 8.12;
- I. Paragraphs 9.1 through 9.12;
- J. Paragraphs 10.1 through 10.2;
- K. Paragraphs 10.4 through 10.5;
- L. Paragraph 10.10;
- M. Paragraph 10.13;
- N. Paragraphs 10.15 through 10.17

Initials: Free & RAS  
Lessor Government