

# Section 1: 10-K

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-K  
ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2011  
Commission File Number 001-34789**

**Hudson Pacific Properties, Inc.**

(Exact name of Registrant as specified in its charter)

**Maryland**  
(State or other jurisdiction of incorporation or organization)

**27-1430478**  
(I.R.S. Employer Identification Number)

**11601 Wilshire Blvd., Suite 1600  
Los Angeles, California**  
(Address of principal executive offices)

**90025**  
(Zip Code)

**Registrant's telephone number, including area code: (310) 445-5700  
Securities registered pursuant to Section 12(b) of the Act:**

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, \$.01 par value	New York Stock Exchange
8.375% Series B Cumulative Redeemable Preferred Stock, \$.01 par value	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: None.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of June 30, 2011, the aggregate market value of Common Stock held by non-affiliates of the registrant (assuming for these purposes, but without conceding, that all executive officers, directors and funds affiliated with Farallon Capital Management, LLC are "affiliates" of the registrant) was \$351.6 million based upon the last sales price on June 30, 2011 for the registrant's Common Stock.

As of March 1, 2012, the number of shares of Common Stock outstanding was 33,998,498.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the proxy statement for the registrant's 2012 Annual Meeting of Stockholders to be held June 7, 2012 are incorporated by reference in Part III of this Form 10-K Report. The proxy statement will be filed by the registrant with the Securities and Exchange Commission not later than 120 days after the end of the registrant's fiscal year.

**HUDSON PACIFIC PROPERTIES, INC.**  
**ANNUAL REPORT ON FORM 10-K**  
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## PART I

### Item 1. Business

#### Company Overview

Hudson Pacific Properties, Inc. (which may be referred to in this Form 10-K as “we,” “us,” “our,” or “our company”) is a full-service, vertically integrated real estate investment trust, or REIT, focused on owning, operating and acquiring high-quality office and media and entertainment properties in select growth markets primarily in Northern and Southern California. Our investment strategy is focused on high barrier-to-entry, in-fill locations with favorable, long-term supply demand characteristics. These markets include Los Angeles, Orange County, San Diego, San Francisco, Silicon Valley and the East Bay, which we refer to as our target markets. As of December 31, 2011, our stabilized portfolio of operating properties included properties totaling approximately 4.4 million square feet strategically located in many of our target markets.

We were formed as a Maryland corporation in 2009 to succeed the business of Hudson Capital, LLC, a Los Angeles-based real estate investment firm founded by Victor J. Coleman, our Chief Executive Officer, and Howard S. Stern, our President. On June 29, 2010, we completed our initial public offering. We own our interests in all of our properties and conduct substantially all of our business through our operating partnership, Hudson Pacific Properties, L.P., a Maryland limited partnership, of which we serve as the sole general partner, and own approximately 92.8% of the outstanding common units of partnership interest in our operating partnership, or common units. The remaining 7.2% limited partnership interest in our operating partnership is owned by certain of our executive officers and directors, certain of their affiliates, and other outside investors, including funds affiliated with Farallon Capital Management, LLC.

#### Business and Growth Strategies

We focus our investment strategy on office and media and entertainment properties located in high barrier-to-entry submarkets with growth potential as well as on underperforming properties that provide opportunities to implement a value-add strategy to increase occupancy rates and cash flow. This strategy includes active management, aggressive leasing efforts, focused capital improvement programs, the reduction and containment of operating costs and an emphasis on tenant satisfaction. We believe our senior management team’s experience in the California office and media and entertainment sectors positions us to improve cash flow in our portfolio, as well as any newly acquired properties, as the recovery in the California economy and the real estate markets takes hold.

#### Our Competitive Position

We believe the following competitive strengths distinguish us from other real estate owners and operators and will enable us to capitalize on opportunities in the market to successfully expand and operate our portfolio.

- ***Experienced Management Team with a Proven Track Record of Acquiring and Operating Assets and Managing a Public Office REIT.*** Our senior management team has an average of over 20 years of experience in the commercial real estate industry, with a focus dedicated exclusively to owning, acquiring, developing, operating, financing and selling office properties in California.
- ***Committed and Incentivized Management Team.*** Our senior management team is dedicated to our successful operation and growth, with no competing real estate business interests outside of our company. Additionally, our senior management team owns approximately 4.1% of our common stock on a fully diluted basis, thereby aligning management’s interests with those of our stockholders.
- ***California Focus with Local and Regional Expertise.*** We are primarily focused on acquiring and managing office properties in Northern and Southern California, where our senior management has significant expertise and relationships. California has historically experienced strong rebounds in its real estate market after prior recessions, as demand for commercial real estate in California is driven by its dynamic, innovative and diversified economy. California outpaced the rate of national job creation during several cycles, including the periods following the mid-1970s recession, the late 1980s recession, and during the late 1990s. Additionally, many of California’s leading markets are supply-constrained as a result of the scarcity of available land, high construction costs and restrictive entitlement processes, which we believe have helped drive strong rebounds in the California real estate market after prior recessions. We believe our experience, in-depth market knowledge and meaningful industry relationships with

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brokers, tenants, landlords, lenders and other market participants enhance our ability to identify and capitalize on attractive acquisition opportunities, particularly those that arise in California.

- **Long-Standing Relationships that Provide Access to an Extensive Pipeline of Investment and Leasing Opportunities.** We have an extensive network of long-standing relationships with real estate developers, individual and institutional real estate owners, national and regional lenders, brokers, tenants and other participants in the California real estate market. These relationships have historically provided us with access to attractive acquisition opportunities, including opportunities with limited or no prior marketing by sellers. We believe they will continue to provide us access to an ongoing pipeline of attractive acquisition opportunities and additional growth capital, both of which may not be available to our competitors. Additionally, we focus on establishing strong relationships with our tenants in order to understand their long-term business needs, which we believe enhances our ability to retain quality tenants, facilitates our leasing efforts and maximizes cash flows from our properties.
- **Growth-Oriented, Flexible and Conservative Capital Structure.** We have remained well-capitalized since our initial public offering, including through our public offering of 3,500,000 shares of our 8.375% Series B Cumulative Preferred Stock in December 2010 for total proceeds, after underwriters' discounts, of approximately \$84.7 million (before transaction costs), our public offering of 7,992,500 shares of common stock and private placement of 3,125,000 shares in May 2011 for total proceeds, after underwriters' discount, of approximately \$156.7 million (before transaction costs), and our offering of 2,300,000 shares of our 8.375% Series B Cumulative Preferred Stock in January 2012 for total proceeds, after underwriters' discounts, of approximately \$56.1 million (before transaction costs). Available cash on hand and our secured credit facility provide us with a significant amount of capital to pursue acquisitions and execute our growth strategy, while maintaining a flexible and conservative capital structure. As of the February 24, 2012 closing of a \$30.0 million secured loan on our 10950 Washington property, we had no outstanding balance on our secured credit facility and we had availability on our facility of approximately \$159.9 million. Based on the closing price of our common stock of \$15.03 on March 1, 2012, we had a debt-to-market capitalization ratio (counting series A preferred units as debt) of approximately 36.3%. We believe our access to capital and flexible and conservative capital structure provide us with an advantage over many of our private and public competitors as we look to take advantage of growth opportunities.
- **Irreplaceable Media and Entertainment Assets in a Premier California Submarket.** Our Sunset Gower and Sunset Bronson media and entertainment properties are located on Sunset Boulevard, just off of the Hollywood Freeway in the heart of Hollywood. These facilities, which are situated on approximately 15.6 and 10.6 acres, respectively, were originally built in the 1920s as the headquarters of Columbia Pictures and Warner Brothers and represent a unique and irreplaceable assemblage of land in densely populated Los Angeles. We are the largest owner and operator of independent media and entertainment properties in Los Angeles and possess large, modern sound stages and plentiful office space with state-of-the-art telecommunications and data network infrastructure. Our properties are important facilities for major film and television companies and independent producers, most of which outsource a portion of their productions to independent media and entertainment properties. We believe our media and entertainment properties are attractively located and benefit from high barriers to entry, with a limited supply of readily developable land. In addition, there are substantial costs associated with acquiring and developing suitable land and extensive knowledge required to develop and operate such facilities. As a result of these high barriers to entry, there is effectively no new supply of media and entertainment space in the urban core of Los Angeles. We believe the limited supply of media and entertainment properties, coupled with the continued demand for such properties in Los Angeles, which remains the center of the entertainment industry in the United States, will help ensure that these assets remain critical to the industry.

We have access to and are actively pursuing a pipeline of potential acquisitions consistent with our investment strategy. We believe our significant expertise in operating in the California office sector and extensive, long-term relationships with real estate owners, developers and lenders, coupled with our conservative capital structure and access to capital, will allow us to capitalize on the current market opportunity.

## Competition

We compete with a number of developers, owners and operators of office and commercial real estate, many of which own properties similar to ours in the same markets in which our properties are located and some of which have greater financial resources than we do. In operating and managing our portfolio, we compete for tenants based on a number of factors, including location, rental rates, security, flexibility and expertise to design space to meet prospective tenants' needs and the manner in which the property is operated, maintained and marketed. As leases at our properties expire, we may encounter significant competition to renew or re-let space in light of the large number of competing properties within the markets in which we

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operate. As a result, we may be required to provide rent concessions or abatements, incur charges for tenant improvements and other inducements, including early termination rights or below-market renewal options, or we may not be able to timely lease vacant space. In that case, our financial condition, results of operations, cash flow and per share trading price of our securities may be adversely affected.

We also face competition when pursuing acquisition and disposition opportunities. Our competitors may be able to pay higher property acquisition prices, may have private access to opportunities not available to us and may otherwise be in a better position to acquire a property. Competition may also have the effect of reducing the number of suitable acquisition opportunities available to us, increase the price required to consummate an acquisition opportunity and generally reduce the demand for commercial office space in our markets. Likewise, competition with sellers of similar properties to locate suitable purchasers may result in us receiving lower proceeds from a sale or in us not being able to dispose of a property at a time of our choosing due to the lack of an acceptable return.

For further discussion of the potential impact of competitive conditions on our business, see Item 1A: Risk Factors below.

### **Segment and Geographic Financial Information**

We report our results of operations through two segments: (i) office properties and (ii) media and entertainment properties. The office properties reporting segment includes the City Plaza, Tierrasanta, First Financial, 875 Howard Street, Del Amo Office, 9300 Wilshire Boulevard, 10950 Washington, 222 Kearny, Rincon Center, 1455 Market, 625 Second Street, 275 Brannan, 604 Arizona, and 6922 Hollywood Boulevard properties and the Technicolor Building, while the media and entertainment reporting segment includes the Sunset Gower property (including 6050 and 6060 Sunset) and the Sunset Bronson property. For financial information about our two reportable segments, see Note 12 to our consolidated financial statements.

All of our business is conducted in the State of California. For information about our revenues and long-lived assets and other financial information, see our consolidated financial statements included in this report and Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations "— Results of Operations."

### **Employees**

At December 31, 2011, we had approximately 88 employees. At December 31, 2011, two of our employees were subject to collective bargaining agreements. Both of these employees are on-site employees at the Sunset Bronson property. We believe that relations with our employees are good.

### **Principal Executive Offices**

Our principal executive offices are located at 11601 Wilshire Blvd., Suite 1600, Los Angeles, California 90025 (telephone 310.445.5700). We believe that our current facilities are adequate for our present operations.

### **Regulation**

#### *General*

Our properties are subject to various covenants, laws, ordinances and regulations, including regulations relating to common areas and fire and safety requirements. We believe that each of the properties in our portfolio has the necessary permits and approvals to operate its business.

#### *Americans With Disabilities Act*

Our properties must comply with Title III of the Americans with Disabilities Act, or ADA, to the extent that such properties are "public accommodations" as defined by the ADA. The ADA may require removal of structural barriers to access by persons with disabilities in certain public areas of our properties where such removal is readily achievable. We have developed and undertaken continuous capital improvement programs at certain properties in the past. These capital improvement programs will continue to progress and certain ADA upgrades will continue to be integrated into the planned improvements, specifically at the media and entertainment properties where we are able to utilize in-house construction crews to minimize costs for required ADA related improvements. However, some of our properties may currently be in noncompliance with the ADA. Such noncompliance could result in the incurrence of additional costs to attain compliance, the imposition of fines or an award of damages to private litigants. The obligation to make readily achievable accommodations is

an ongoing one, and we will continue to assess our properties and to make alterations as appropriate in this respect.

### ***Environmental Matters***

Under various federal, state and local laws and regulations relating to the environment, as a current or former owner or operator of real property, we may be liable for costs and damages resulting from the presence or discharge of hazardous or toxic substances, waste or petroleum products at, on, in, under, or migrating from such property, including costs to investigate and clean up such contamination and liability for natural resources. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such contamination, and the liability may be joint and several. These liabilities could be substantial and the cost of any required remediation, removal, fines, or other costs could exceed the value of the property and/or our aggregate assets. In addition, the presence of contamination or the failure to remediate contamination at our properties may expose us to third-party liability for costs of remediation and/or personal or property damage or materially adversely affect our ability to sell, lease or develop our properties or to borrow using the properties as collateral. In addition, environmental laws may create liens on contaminated sites in favor of the government for damages and costs it incurs to address such contamination. Moreover, if contamination is discovered on our properties, environmental laws may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require substantial expenditures.

Some of our properties contain, have contained, or are adjacent to or near other properties that have contained or currently contain storage tanks for the storage of petroleum products or other hazardous or toxic substances. Similarly, some of our properties were used in the past for commercial or industrial purposes, or are currently used for commercial purposes, that involve or involved the use of petroleum products or other hazardous or toxic substances, or are adjacent to or near properties that have been or are used for similar commercial or industrial purposes. As a result, some of our properties have been or may be impacted by contamination arising from the releases of such hazardous substances or petroleum products. Where we have deemed appropriate, we have taken steps to address identified contamination or mitigate risks associated with such contamination; however, we are unable to ensure that further actions will not be necessary. As a result of the foregoing, we could potentially incur material liabilities.

Independent environmental consultants have conducted Phase I Environmental Site Assessments at all of the properties in our portfolio using the American Society for Testing and Materials (ASTM) Practice E 1527-05. A Phase I Environmental Site Assessment is a report prepared for real estate holdings that identifies potential or existing environmental contamination liabilities. Site assessments are intended to discover and evaluate information regarding the environmental condition of the surveyed property and surrounding properties. These assessments do not generally include soil samplings, subsurface investigations or an asbestos survey. None of the recent site assessments identified any known past or present contamination that we believe would have a material adverse effect on our business, assets or operations. However, the assessments are limited in scope and may have failed to identify all environmental conditions or concerns. A prior owner or operator of a property or historic operations at our properties may have created a material environmental condition that is not known to us or the independent consultants preparing the site assessments. Material environmental conditions may have arisen after the review was completed or may arise in the future, and future laws, ordinances or regulations may impose material additional environmental liability.

Environmental laws also govern the presence, maintenance and removal of asbestos- and lead-containing building materials, or ACBM, and may impose fines and penalties for failure to comply with these requirements or expose us to third party liability (e.g., liability for personal injury associated with exposure to asbestos). Such laws require that owners or operators of buildings containing ACBM (and employers in such buildings) properly manage and maintain the asbestos and lead, adequately notify or train those who may come into contact with asbestos or lead, and undertake special precautions, including removal or other abatement, if asbestos or lead would be disturbed during renovation or demolition of a building. Some of our properties contain ACBM and we could be liable for such damages, fines or penalties.

In addition, the properties in our portfolio also are subject to various federal, state, and local environmental and health and safety requirements, such as state and local fire requirements. Moreover, some of our tenants routinely handle and use hazardous or regulated substances and wastes as part of their operations at our properties, which are subject to regulation. Such environmental and health and safety laws and regulations could subject us or our tenants to liability resulting from these activities. Environmental liabilities could affect a tenant's ability to make rental payments to us. In addition, changes in laws could increase the potential liability for noncompliance. We sometimes require our tenants to comply with environmental and health and safety laws and regulations and to indemnify us for any related liabilities. But in the event of the bankruptcy or inability of any of our tenants to satisfy such obligations, we may be required to satisfy such obligations. In addition, we may be held directly liable for any such damages or claims regardless of whether we knew of, or were responsible for, the presence or disposal of hazardous or toxic substances or waste and irrespective of tenant lease provisions. The costs associated with such

liability could be substantial and could have a material adverse effect on us.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Indoor air quality issues can also stem from inadequate ventilation, chemical contamination from indoor or outdoor sources, and other biological contaminants such as pollen, viruses and bacteria. Indoor exposure to airborne toxins or irritants above certain levels can be alleged to cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold or other airborne contaminants at any of our properties could require us to undertake a costly remediation program to contain or remove the mold or other airborne contaminants from the affected property or increase indoor ventilation. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our tenants, employees of our tenants or others if property damage or personal injury occurs. We are not presently aware of any material adverse indoor air quality issues at our properties.

#### **Available Information**

Our internet address is [www.hudsonpacificproperties.com](http://www.hudsonpacificproperties.com). On the Investor Relations page on our Web site, we post the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the U.S. Securities and Exchange Commission, or SEC: our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. All such filings on our Investor Relations Web page are available to be viewed on this page free of charge. Also available on our Web site, free of charge, are our corporate governance guidelines, the charters of the nominating and corporate governance, audit and compensation committees of our board of directors and our code of business conduct and ethics (which applies to all directors and employees, including our principal executive officer, principal financial officer and principal accounting officer). Information contained on or hyperlinked from our Web site is not incorporated by reference into and should not be considered part of this Annual Report on Form 10-K or our other filings with the SEC. A copy of this Annual Report on Form 10-K is available without charge upon written request to: Investor Relations, Hudson Pacific Properties, Inc., 11601 Wilshire Blvd., Suite 1600, Los Angeles, California 90025.

#### **Item 1A. Risk Factors**

##### **Forward-looking Statements**

Certain written and oral statements made or incorporated by reference from time to time by us or our representatives in this Annual Report on Form 10-K, other filings or reports filed with the SEC, press releases, conferences, or otherwise, are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 (set forth in Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act). In particular, statements relating to our liquidity and capital resources, portfolio performance and results of operations contain forward-looking statements. Furthermore, all of the statements regarding future financial performance (including anticipated funds from operations (“FFO”), market conditions and demographics) are forward-looking statements. We are including this cautionary statement to make applicable and take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 for any such forward-looking statements. We caution investors that any forward-looking statements presented in this Annual Report on Form 10-K, or that management may make orally or in writing from time to time, are based on management’s beliefs and assumptions made by, and information currently available to, management. When used, the words “anticipate,” “believe,” “expect,” “intend,” “may,” “might,” “plan,” “estimate,” “project,” “should,” “will,” “result” and similar expressions that do not relate solely to historical matters are intended to identify forward-looking statements. Such statements are subject to risks, uncertainties and assumptions and may be affected by known and unknown risks, trends, uncertainties and factors that are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. We expressly disclaim any responsibility to update forward-looking statements, whether as a result of new information, future events or otherwise. Accordingly, investors should use caution in relying on past forward-looking statements, which were based on results and trends at the time they were made, to anticipate future results or trends.

Some of the risks and uncertainties that may cause our actual results, performance, liquidity or achievements to differ materially from those expressed or implied by forward-looking statements include, among others, the following:

- adverse economic or real estate developments in our markets;
- general economic conditions;

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- defaults on, early terminations of or non-renewal of leases by tenants;
- fluctuations in interest rates and increased operating costs;
- our failure to obtain necessary outside financing;
- our failure to generate sufficient cash flows to service our outstanding indebtedness;
- lack or insufficient amounts of insurance;
- decreased rental rates or increased vacancy rates;
- difficulties in identifying properties to acquire and completing acquisitions;
- our failure to successfully operate acquired properties and operations;
- our failure to maintain our status as a REIT;
- environmental uncertainties and risks related to adverse weather conditions and natural disasters;
- financial market fluctuations;
- changes in real estate and zoning laws and increases in real property tax rates; and
- other factors affecting the real estate industry generally.

Set forth below are some (but not all) of the factors that could adversely affect our business and financial performance. Moreover, we operate in a highly competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for management to predict all such risk factors, nor can it assess the impact of all such risk factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

### **Risks Related to Our Properties and Our Business**

*All of our properties are located in California, and we therefore are dependent on the California economy and are susceptible to adverse local regulations and natural disasters affecting California.*

All of our properties are located in California, which exposes us to greater economic risks than if we owned a more geographically dispersed portfolio. Further, our properties are concentrated in certain submarkets, exposing us to risks associated with those specific areas. We are susceptible to adverse developments in the California economic and regulatory environment (such as business layoffs or downsizing, industry slowdowns, relocations of businesses, increases in real estate and other taxes, costs of complying with governmental regulations or increased regulation), as well as to natural disasters that occur in our markets (such as earthquakes and other events). For example, prior to the acquisition of our City Plaza property located in Orange County, California, the area was impacted significantly by the collapse of the subprime mortgage market, which had a material adverse effect on property values, vacancy rates and rents in the area. Had we owned City Plaza at that time, we would have been exposed to those adverse effects, which were more pronounced in Orange County than in other parts of the state and country. We anticipate that we will be exposed to similar risks related to the geographic concentration of our properties in the future. In addition, the State of California continues to suffer from severe budgetary constraints and is regarded as more litigious and more highly regulated and taxed than many other states, all of which may reduce demand for office space in California. Any adverse developments in the economy or real estate market in California, or any decrease in demand for office space resulting from the California regulatory or business environment, could adversely impact our financial condition, results of operations, cash flow and the per share trading price of our securities. We cannot assure you of the growth of the California economy or of our future growth rate.

*We derive a significant portion of our rental revenue from tenants in the media, entertainment, and technology industries, which makes us particularly susceptible to demand for rental space in those industries.*

The Sunset Gower, Sunset Bronson, Technicolor Building, 10950 Washington, 875 Howard, and 625 Second Street



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properties in our portfolio are leased to primarily media, entertainment, or technology tenants and a significant portion of our rental revenue is derived from tenants in the media, entertainment, and technology industries. Consequently, we are susceptible to adverse developments affecting the demand by media, entertainment, and technology tenants for office, production and support space in Southern and Northern California and, more particularly, in Hollywood and the South of Market submarket of San Francisco, such as writer, director and actor strikes, industry slowdowns and the relocation of media, entertainment, and technology businesses to other locations. Although our Technicolor Building property and the 10950 Washington property are principally occupied and suitable for general office purposes, portions of such properties may require modifications prior to or at the commencement of a lease term if it were to be released to more traditional office users. Although our Sunset Gower and Sunset Bronson properties contain both sound stages and space suitable for office use, they have historically served the media and entertainment industry and will continue to depend on that sector for future tenancy. In addition, our media and entertainment properties tend to be subject to short-term leases of less than one year. As a result, were there to be adverse developments affecting the demand by media and entertainment tenants for office, production and support space, it could affect the occupancy of our media and entertainment properties more quickly than if we had longer term leases. Any adverse development in the media, entertainment, and technology industries could adversely affect our financial condition, results of operations, cash flow and the per share trading price of our securities.

### ***We may be unable to identify and complete acquisitions of properties that meet our criteria, which may impede our growth.***

Our business strategy includes the acquisition of underperforming office properties. These activities require us to identify suitable acquisition candidates or investment opportunities that meet our criteria and are compatible with our growth strategies. We continue to evaluate the market of available properties and may attempt to acquire properties when strategic opportunities exist. However, we may be unable to acquire any of the properties that we may identify as potential acquisition opportunities in the future. Our ability to acquire properties on favorable terms, or at all, may be exposed to the following significant risks:

- potential inability to acquire a desired property because of competition from other real estate investors with significant capital, including publicly traded REITs, private equity investors and institutional investment funds, which may be able to accept more risk than we can prudently manage, including risks with respect to the geographic proximity of investments and the payment of higher acquisition prices;
- we may incur significant costs and divert management attention in connection with evaluating and negotiating potential acquisitions, including ones that we are subsequently unable to complete;
- even if we enter into agreements for the acquisition of properties, these agreements are typically subject to customary conditions to closing, including the satisfactory completion of our due diligence investigations; and
- we may be unable to finance the acquisition on favorable terms or at all.

If we are unable to finance property acquisitions or acquire properties on favorable terms, or at all, our financial condition, results of operations, cash flow and the per share trading price of our securities could be adversely affected. In addition, failure to identify or complete acquisitions of suitable properties could slow our growth.

### ***Our future acquisitions may not yield the returns we expect.***

Our future acquisitions and our ability to successfully operate the properties we acquire in such acquisitions may be exposed to the following significant risks:

- even if we are able to acquire a desired property, competition from other potential acquirers may significantly increase the purchase price;
- we may acquire properties that are not accretive to our results upon acquisition, and we may not successfully manage and lease those properties to meet our expectations;
- our cash flow may be insufficient to meet our required principal and interest payments;
- we may spend more than budgeted amounts to make necessary improvements or renovations to acquired properties;

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- we may be unable to quickly and efficiently integrate new acquisitions, particularly acquisitions of portfolios of properties, into our existing operations, and as a result our results of operations and financial condition could be adversely affected;
- market conditions may result in higher than expected vacancy rates and lower than expected rental rates; and
- we may acquire properties subject to liabilities and without any recourse, or with only limited recourse, with respect to unknown liabilities such as liabilities for clean-up of undisclosed environmental contamination, claims by tenants, vendors or other persons dealing with the former owners of the properties, liabilities incurred in the ordinary course of business and claims for indemnification by general partners, directors, officers and others indemnified by the former owners of the properties.

If we cannot operate acquired properties to meet our financial expectations, our financial condition, results of operations, cash flow and the per share trading price of our securities could be adversely affected.

***We may acquire properties or portfolios of properties through tax deferred contribution transactions, which could result in stockholder dilution and limit our ability to sell such assets.***

In the future we may acquire properties or portfolios of properties through tax deferred contribution transactions in exchange for partnership interests in our operating partnership, which may result in stockholder dilution. This acquisition structure may have the effect of, among other things, reducing the amount of tax depreciation we could deduct over the tax life of the acquired properties, and may require that we agree to protect the contributors' ability to defer recognition of taxable gain through restrictions on our ability to dispose of the acquired properties and/or the allocation of partnership debt to the contributors to maintain their tax bases. These restrictions could limit our ability to sell an asset at a time, or on terms, that would be favorable absent such restrictions.

***Our growth depends on external sources of capital that are outside of our control and may not be available to us on commercially reasonable terms or at all.***

In order to maintain our qualification as a REIT, we are required to meet various requirements under the Internal Revenue Code of 1986, as amended, or Code, including that we distribute annually at least 90% of our net taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain. In addition, we will be subject to income tax at regular corporate rates to the extent that we distribute less than 100% of our net taxable income, including any net capital gains. Because of these distribution requirements, we may not be able to fund future capital needs, including any necessary acquisition financing, from operating cash flow. Consequently, we intend to rely on third-party sources to fund our capital needs. We may not be able to obtain the financing on favorable terms or at all. Any additional debt we incur will increase our leverage and likelihood of default. Our access to third-party sources of capital depends, in part, on:

- general market conditions;
- the market's perception of our growth potential;
- our current debt levels;
- our current and expected future earnings;
- our cash flow and cash distributions; and
- the market price per share of our common stock.

Recently, the credit markets have been subject to significant disruptions. If we cannot obtain capital from third-party sources, we may not be able to acquire or develop properties when strategic opportunities exist, meet the capital and operating needs of our existing properties, satisfy our debt service obligations or make the cash distributions to our stockholders necessary to maintain our qualification as a REIT.

***Failure to hedge effectively against interest rate changes may adversely affect financial condition, results of operations, cash flow, cash available for distribution, including cash available for payment of dividends on and the per share trading price of our securities.***

If interest rates increase, then so will the interest costs on our unhedged variable rate debt, which could adversely affect our cash flow and our ability to pay principal and interest on our debt and our ability to make distributions to our stockholders. Further, rising interest rates could limit our ability to refinance existing debt when it matures. We seek to manage our exposure to interest rate volatility by using interest rate hedging arrangements that involve risk, such as the risk that counterparties may fail to honor their obligations under these arrangements, and that these arrangements may not be effective in reducing our exposure to interest rate changes. Failure to hedge effectively against interest rate changes may materially adversely affect our financial condition, results of operations, cash flow, cash available for distribution, including cash available for payment of dividends on and the per share trading price of our securities. In addition, while such agreements are intended to lessen the impact of rising interest rates on us, they also expose us to the risk that the other parties to the agreements will not perform, we could incur significant costs associated with the settlement of the agreements, the agreements will be unenforceable and the underlying transactions will fail to qualify as highly-effective cash flow hedges under Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 815, Derivative and Hedging.

***Mortgage debt obligations expose us to the possibility of foreclosure, which could result in the loss of our investment in a property or group of properties subject to mortgage debt.***

Incurring mortgage and other secured debt obligations increases our risk of property losses because defaults on indebtedness secured by properties may result in foreclosure actions initiated by lenders and ultimately our loss of the property securing any loans for which we are in default. Any foreclosure on a mortgaged property or group of properties could adversely affect the overall value of our portfolio of properties. For tax purposes, a foreclosure of any of our properties that is subject to a nonrecourse mortgage loan would be treated as a sale of the property for a purchase price equal to the outstanding balance of the debt secured by the mortgage. If the outstanding balance of the debt secured by the mortgage exceeds our tax basis in the property, we would recognize taxable income on foreclosure, but would not receive any cash proceeds.

***Our secured revolving credit facility restricts our ability to engage in some business activities.***

Our secured revolving credit facility contains customary negative covenants and other financial and operating covenants that, among other things:

- restrict our ability to incur additional indebtedness;
- restrict our ability to make certain investments;
- restrict our ability to merge with another company;
- restrict our ability to make distributions to stockholders; and
- require us to maintain financial coverage ratios.

These limitations restrict our ability to engage in some business activities, which could adversely affect our financial condition, results of operations, cash flow, cash available for distributions to our stockholders, and per share trading price of our securities. In addition, failure to meet any of these covenants, including the financial coverage ratios, could cause an event of default under and/or accelerate some or all of our indebtedness, which would have a material adverse effect on us. Furthermore, our secured revolving credit facility contains specific cross-default provisions with respect to specified other indebtedness, giving the lenders the right to declare a default if we are in default under other loans in some circumstances.

***Adverse economic and geopolitical conditions and dislocations in the credit markets could have a material adverse effect on our financial condition, results of operations, cash flow and per share trading price of our securities.***

Our business may be affected by market and economic challenges experienced by the U.S. economy or real estate industry as a whole, including dislocations in the credit markets. These conditions may adversely affect our financial condition, results of operations, cash flow and the per share trading price of our securities as a result of the following potential consequences, among others:

- significant job losses in the financial and professional services industries may occur, which may decrease

demand for our office space, causing market rental rates and property values to be negatively impacted;

- our ability to obtain financing on terms and conditions that we find acceptable, or at all, may be limited, which could reduce our ability to pursue acquisition and development opportunities and refinance existing debt, reduce our returns from our acquisition and development activities and increase our future interest expense;
- reduced values of our properties may limit our ability to dispose of assets at attractive prices or to obtain debt financing secured by our properties and may reduce the availability of unsecured loans; and
- one or more lenders under our secured revolving credit facility could refuse to fund their financing commitment to us or could fail and we may not be able to replace the financing commitment of any such lenders on favorable terms, or at all.

In addition, the economic downturn has adversely affected, and may continue to adversely affect, the businesses of many of our tenants. As a result, we may see increases in bankruptcies of our tenants and increased defaults by tenants, and we may experience higher vacancy rates and delays in re-leasing vacant space, which could negatively impact our business and results of operations.

***We have a limited operating history and may not be able to operate our business successfully or implement our business strategies as described in this Annual Report on Form 10-K.***

We commenced operations only upon completion of our initial public offering on June 29, 2010. Our office portfolio consists of properties located throughout California, containing a total of approximately 3.6 million net rentable square feet. Our 604 Arizona, 275 Brannan, 625 Second Street and 6922 Hollywood properties have only been under our management since they were acquired on July 26, 2011, August 18, 2011, September 9, 2011 and November 22, 2011, respectively. These properties may have characteristics or deficiencies unknown to us that could affect such properties' valuation or revenue potential. In addition, there can be no assurance that the operating performance of the properties will not decline under our management. We cannot assure you that we will be able to operate our business successfully or implement our business strategies.

***We have a limited operating history as a REIT and as a publicly traded company and may not be able to successfully operate as a REIT or a publicly traded company.***

We have a limited operating history as a REIT and as a publicly traded company. We cannot assure you that the past experience of our senior management team will be sufficient to successfully operate our company as a REIT or a publicly traded company, including the requirements to timely meet disclosure requirements of the SEC and comply with the Sarbanes-Oxley Act of 2002. Since our initial public offering, we have been subject to various requirements related to REITs and publicly traded companies, including requirements to develop and implement control systems and procedures in order to qualify and maintain our qualification as a REIT and satisfy our periodic and current reporting requirements under applicable SEC regulations and comply with New York Stock Exchange, or NYSE, listing standards. Compliance with these requirements could place a significant strain on our management systems, infrastructure and other resources. Failure to operate successfully as a public company or qualify and maintain our qualification as a REIT would have an adverse effect on our financial condition, results of operations, cash flow and the per share trading price of our securities.

***We face significant competition, which may decrease or prevent increases of the occupancy and rental rates of our properties.***

We compete with numerous developers, owners and operators of office properties, many of which own properties similar to ours in the same submarkets in which our properties are located. If our competitors offer space at rental rates below current market rates, or below the rental rates we currently charge our tenants, we may lose existing or potential tenants and we may be pressured to reduce our rental rates below those we currently charge or to offer more substantial rent abatements, tenant improvements, early termination rights or below-market renewal options in order to retain tenants when our tenants' leases expire. As a result, our financial condition, results of operations, cash flow and the per share trading price of our securities could be adversely affected.

***We depend on significant tenants, and many of our properties are single-tenant properties or are currently occupied by single tenants.***

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As of December 31, 2011, the ten largest tenants in our office portfolio represented approximately 54.8% of the total annualized base rent generated by our office properties. The inability of a significant tenant to pay rent or the bankruptcy or insolvency of a significant tenant may adversely affect the income produced by our properties. If a tenant becomes bankrupt or insolvent, federal law may prohibit us from evicting such tenant based solely upon such bankruptcy or insolvency. In addition, a bankrupt or insolvent tenant may be authorized to reject and terminate its lease with us. Any claim against such tenant for unpaid, future rent would be subject to a statutory cap that might be substantially less than the remaining rent owed under the lease. As of December 31, 2011, our largest tenant was Bank of America, which accounted for 10.9% of our annualized base rent and therefore represented a significant credit concentration. If Bank of America were to experience a downturn in its business or a weakening of its financial condition resulting in its failure to make timely rental payments or causing it to default under its lease, we may experience delays in enforcing our rights as landlord and may incur substantial costs in protecting our investment. Any such event described above could have an adverse effect on our financial condition, results of operations, cash flow and the per share trading price of our securities.

Furthermore, Saatchi & Saatchi leases 100% of the Del Amo Office property under the terms of an office lease that permits Saatchi & Saatchi to terminate the lease as to all of the leased premises prior to the stated lease expiration on December 31, 2014 and December 31, 2016, in each case upon nine months prior notice and in exchange for payment of an early termination fee estimated to be approximately \$3.1 million for 2014 and approximately \$1.9 million for 2016. As of December 31, 2011, the Saatchi & Saatchi lease comprised approximately 3.7% of our annualized office base rent. To the extent that Saatchi & Saatchi exercises its early termination right, our financial condition, results of operations and cash flow will be adversely affected, and we can provide no assurance that we will be able to generate an equivalent amount of net rental revenue by leasing the vacated space to new third-party tenants. Our financial condition, results of operations, cash flow and the per share trading price of our securities could be adversely affected if any of our significant tenants were to become unable to pay their rent or become bankrupt or insolvent.

***We may be unable to renew leases, lease vacant space or re-let space as leases expire.***

As of December 31, 2011, approximately 9.0% of the square footage of the office properties in our portfolio was available (taking into account uncommenced leases signed as of December 31, 2011), and an additional approximately 6.8% of the square footage of the office properties in our portfolio is scheduled to expire in 2012. Furthermore, substantially all of the square footage of the media and entertainment properties in our portfolio (other than the KTLA lease of the KTLA facility at Sunset Bronson) will expire in 2012 and 2013. We cannot assure you that leases will be renewed or that our properties will be re-let at net effective rental rates equal to or above the current average net effective rental rates or that substantial rent abatements, tenant improvements, early termination rights or below-market renewal options will not be offered to attract new tenants or retain existing tenants. If the rental rates for our properties decrease, our existing tenants do not renew their leases or we do not re-let a significant portion of our available space and space for which leases will expire, our financial condition, results of operations, cash flow and per share trading price of our securities could be adversely affected.

***We may be required to make rent or other concessions and/or significant capital expenditures to improve our properties in order to retain and attract tenants, causing our financial condition, results of operations, cash flow and per share trading price of our securities to be adversely affected.***

To the extent adverse economic conditions continue in the real estate market and demand for office space remains low, we expect that, upon expiration of leases at our properties, we will be required to make rent or other concessions to tenants, accommodate requests for renovations, build-to-suit remodeling and other improvements or provide additional services to our tenants. As a result, we may have to make significant capital or other expenditures in order to retain tenants whose leases expire and to attract new tenants in sufficient numbers. Additionally, we may need to raise capital to make such expenditures. If we are unable to do so or capital is otherwise unavailable, we may be unable to make the required expenditures. This could result in non-renewals by tenants upon expiration of their leases, which could cause an adverse effect to our financial condition, results of operations, cash flow and the per share trading price of our securities.

***The actual rents we receive for the properties in our portfolio may be less than our asking rents, and we may experience lease roll-down from time to time.***

As a result of various factors, including competitive pricing pressure in our submarkets, adverse conditions in the Northern or Southern California real estate markets, a general economic downturn and the desirability of our properties compared to other properties in our submarkets, we may be unable to realize the asking rents across the properties in our portfolio. In addition, the degree of discrepancy between our asking rents and the actual rents we are able to obtain may vary both from property to property and among different leased spaces within a single property. If we are unable to obtain rental rates that are on average comparable to our asking rents across our portfolio, then our ability to generate cash flow growth will

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be negatively impacted. In addition, depending on asking rental rates at any given time as compared to expiring leases in our portfolio, from time to time rental rates for expiring leases may be higher than starting rental rates for new leases.

***Some of our properties are subject to ground leases, the termination or expiration of which could cause us to lose our interest in, and the right to receive rental income from, such properties.***

The 9300 Wilshire Boulevard property, 0.59 acres of the Sunset Gower property and a portion representing 64% of the building area of the 222 Kearny Street property (excluding the 180 Sutter building) are subject to ground leases. If any of these ground leases are terminated following a default or expire without being extended, we may lose our interest in the related property and may no longer have the right to receive any of the rental income from such property, which would adversely affect our financial condition, results of operations, cash flow and the per share trading price of our securities.

***The ground sublease for the Del Amo Office property is subject and subordinate to a ground lease, the termination of which could result in a termination of the ground sublease.***

The property on which the Del Amo Office building is located is subleased by Del Amo Fashion Center Operating Company, L.L.C., a Delaware limited liability company, or Del Amo, through a long-term ground sublease. The ground sublease is subject and subordinate to the terms of a ground lease between the fee owner of the Del Amo Office property and the sub-landlord under the ground sublease. The fee owner has not granted to the subtenant under the ground sublease any rights of non-disturbance. Accordingly, a termination of the ground lease for any reason, including a rejection thereof by the ground tenant under the ground lease in a bankruptcy proceeding, could result in a termination of the ground sublease. In the event of a termination of the ground sublease, we may lose our interest in the Del Amo Office building and may no longer have the right to receive any of the rental income from the Del Amo Office building. In addition, our lack of any non-disturbance rights from the fee owner may impair our ability to obtain financing for the Del Amo Office building.

***Our success depends on key personnel whose continued service is not guaranteed.***

Our continued success and our ability to manage anticipated future growth depend, in large part, upon the efforts of key personnel who have extensive market knowledge and relationships and exercise substantial influence over our operational, financing, acquisition and disposition activity. Many of our other senior executives have extensive experience and strong reputations in the real estate industry, which aid us in identifying opportunities, having opportunities brought to us, and negotiating with tenants and build-to-suit prospects. The loss of services of one or more members of our senior management team, or our inability to attract and retain highly qualified personnel, could adversely affect our business, diminish our investment opportunities and weaken our relationships with lenders, business partners, existing and prospective tenants and industry personnel, which could adversely affect our financial condition, results of operations, cash flow and the per share trading price of our securities.

***Potential losses, including from adverse weather conditions, natural disasters and title claims, may not be covered by insurance.***

We carry commercial property (including earthquake), liability and terrorism coverage on all the properties in our portfolio under a blanket insurance policy, in addition to other coverages, such as trademark and pollution coverage, that may be appropriate for certain of our properties. We have selected policy specifications and insured limits that we believe to be appropriate and adequate given the relative risk of loss, the cost of the coverage and industry practice. However, we do not carry insurance for losses such as loss from riots or war because such coverage is not available or is not available at commercially reasonable rates. Some of our policies, like those covering losses due to terrorism or earthquakes, are insured subject to limitations involving large deductibles or co-payments and policy limits that may not be sufficient to cover losses, which could affect certain of our properties that are located in areas particularly susceptible to natural disasters. All of the properties we currently own are located in California, an area especially susceptible to earthquakes. In addition, we may discontinue earthquake, terrorism or other insurance on some or all of our properties in the future if the cost of premiums for any such policies exceeds, in our judgment, the value of the coverage discounted for the risk of loss. As a result, we may be required to incur significant costs in the event of adverse weather conditions and natural disasters. If we or one or more of our tenants experiences a loss that is uninsured or that exceeds policy limits, we could lose the capital invested in the damaged properties as well as the anticipated future cash flows from those properties. In addition, if the damaged properties are subject to recourse indebtedness, we would continue to be liable for the indebtedness, even if these properties were irreparably damaged. Furthermore, we may not be able to obtain adequate insurance coverage at reasonable costs in the future as the costs associated with property and casualty renewals may be higher than anticipated. In the event that we experience a substantial or comprehensive loss of one of our properties, we may not be able to rebuild such property to its existing specifications. Further reconstruction or improvement of such a property would likely require significant upgrades to meet zoning and building code

requirements.

***Future terrorist activity or engagement in war by the U.S. may have an adverse effect on our financial condition and operating results.***

Terrorist attacks in the U.S. and other acts of terrorism or war may result in declining economic activity, which could harm the demand for and the value of our properties. A decrease in demand could make it difficult for us to renew or re-lease our properties at these sites at lease rates equal to or above historical rates. Terrorist activities also could directly impact the value of our properties through damage, destruction, or loss, and the availability of insurance for these acts may be less, and cost more, which could adversely affect our financial condition. To the extent that our tenants are impacted by future attacks, their businesses similarly could be adversely affected, including their ability to continue to honor their existing leases.

Terrorist attacks and engagement in war by the U.S. also may adversely affect the markets in which our securities trade and may cause further erosion of business and consumer confidence and spending and may result in increased volatility in national and international financial markets and economies. Any one of these events may cause decline in the demand for our office and media and entertainment leased space, delay the time in which our new or renovated properties reach stabilized occupancy, increase our operating expenses, such as those attributable to increased physical security for our properties, and limit our access to capital or increase our cost of raising capital.

***We may become subject to litigation, which could have an adverse effect on our financial condition, results of operations, cash flow and the per share trading price of our securities.***

In the future we may become subject to litigation, including claims relating to our operations, offerings, and otherwise in the ordinary course of business. Some of these claims may result in significant defense costs and potentially significant judgments against us, some of which are not, or cannot be, insured against. We generally intend to vigorously defend ourselves; however, we cannot be certain of the ultimate outcomes of any claims that may arise in the future. Resolution of these types of matters against us may result in our having to pay significant fines, judgments or settlements, which, if uninsured, or if the fines, judgments and settlements exceed insured levels, could adversely impact our earnings and cash flows, thereby having an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our securities. Certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flows, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors.

***Joint venture investments could be adversely affected by our lack of sole decision-making authority, our reliance on co-venturers' financial condition and disputes between us and our co-venturers.***

We may co-invest in the future with third parties through partnerships, joint ventures or other entities, acquiring non-controlling interests in or sharing responsibility for managing the affairs of a property, partnership, joint venture or other entity. In such event, we would not be in a position to exercise sole decision-making authority regarding the property, partnership, joint venture or other entity. Investments in partnerships, joint ventures or other entities may, under certain circumstances, involve risks not present were a third party not involved, including the possibility that partners or co-venturers might become bankrupt or fail to fund their share of required capital contributions. Partners or co-venturers may have economic or other business interests or goals which are inconsistent with our business interests or goals, and may be in a position to take actions contrary to our policies or objectives, and they may have competing interests in our markets that could create conflict of interest issues. Such investments may also have the potential risk of impasses on decisions, such as a sale, because neither we nor the partner or co-venturer would have full control over the partnership or joint venture. In addition, prior consent of our joint venture partners may be required for a sale or transfer to a third party of our interests in the joint venture, which would restrict our ability to dispose of our interest in the joint venture. If we become a limited partner or non-managing member in any partnership or limited liability company and such entity takes or expects to take actions that could jeopardize our status as a REIT or require us to pay tax, we may be forced to dispose of our interest in such entity. Disputes between us and partners or co-venturers may result in litigation or arbitration that would increase our expenses and prevent our officers and/or directors from focusing their time and effort on our business. Consequently, actions by or disputes with partners or co-venturers might result in subjecting properties owned by the partnership or joint venture to additional risk. In addition, we may in certain circumstances be liable for the actions of our third-party partners or co-venturers. Our joint ventures may be subject to debt and, in the current volatile credit market, the refinancing of such debt may require equity capital calls.

***If we fail to maintain an effective system of integrated internal controls, we may not be able to accurately report our financial results.***

Effective internal and disclosure controls are necessary for us to provide reliable financial reports and effectively prevent fraud and to operate successfully as a public company. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed. As part of our ongoing monitoring of internal controls we may discover material weaknesses or significant deficiencies in our internal controls. As a result of weaknesses that may be identified in our internal controls, we may also identify certain deficiencies in some of our disclosure controls and procedures that we believe require remediation. If we discover weaknesses, we will make efforts to improve our internal and disclosure controls. However, there is no assurance that we will be successful. Any failure to maintain effective controls or timely effect any necessary improvement of our internal and disclosure controls could harm operating results or cause us to fail to meet our reporting obligations, which could affect our ability to remain listed with the NYSE. Ineffective internal and disclosure controls could also cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the per share trading price of our securities.

#### **Risks Related to the Real Estate Industry**

***Our performance and value are subject to risks associated with real estate assets and the real estate industry.***

Our ability to pay expected dividends to our stockholders depends on our ability to generate revenues in excess of expenses, scheduled principal payments on debt and capital expenditure requirements. Events and conditions generally applicable to owners and operators of real property that are beyond our control may decrease cash available for distribution and the value of our properties. These events include many of the risks set forth above under “—Risks Related to Our Properties and Our Business,” as well as the following:

- local oversupply or reduction in demand for office or media and entertainment-related space;
- adverse changes in financial conditions of buyers, sellers and tenants of properties;
- vacancies or our inability to rent space on favorable terms, including possible market pressures to offer tenants rent abatements, tenant improvements, early termination rights or below-market renewal options, and the need to periodically repair, renovate and re-let space;
- increased operating costs, including insurance premiums, utilities, real estate taxes and state and local taxes;
- civil unrest, acts of war, terrorist attacks and natural disasters, including earthquakes and floods, which may result in uninsured or underinsured losses;
- decreases in the underlying value of our real estate; and
- changing submarket demographics.

In addition, periods of economic downturn or recession, rising interest rates or declining demand for real estate, or the public perception that any of these events may occur, could result in a general decline in rents or an increased incidence of defaults under existing leases, which would adversely affect our financial condition, results of operations, cash flow and per share trading price of our securities.

***Illiquidity of real estate investments could significantly impede our ability to respond to adverse changes in the performance of our properties and harm our financial condition.***

The real estate investments made, and to be made, by us are relatively difficult to sell quickly. As a result, our ability to promptly sell one or more properties in our portfolio in response to changing economic, financial and investment conditions is limited. Return of capital and realization of gains, if any, from an investment generally will occur upon disposition or refinancing of the underlying property. We may be unable to realize our investment objectives by sale, other disposition or refinancing at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. In particular, our ability to dispose of one or more properties within a specific time period is subject to certain limitations imposed by our tax protection agreements, as well as weakness in or even the lack of an established market for a property, changes in the financial condition or prospects of prospective purchasers, changes in national or international economic conditions, such as the current economic downturn, and changes in laws, regulations or fiscal policies of jurisdictions in which the property is located.



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In addition, the Code imposes restrictions on a REIT's ability to dispose of properties that are not applicable to other types of real estate companies. In particular, the tax laws applicable to REITs effectively require that we hold our properties for investment, rather than primarily for sale in the ordinary course of business, which may cause us to forgo or defer sales of properties that otherwise would be in our best interest.

Therefore, we may not be able to vary our portfolio in response to economic or other conditions promptly or on favorable terms, which may adversely affect our financial condition, results of operations, cash flow and per share trading price of our securities.

### ***We could incur significant costs related to government regulation and litigation over environmental matters.***

Under various federal, state and local laws and regulations relating to the environment, as a current or former owner or operator of real property, we may be liable for costs and damages resulting from the presence or discharge of hazardous or toxic substances, waste or petroleum products at, on, in, under or migrating from such property, including costs to investigate, clean up such contamination and liability for harm to natural resources. Such laws often impose liability without regard to whether the owner or operator knew of, or was responsible for, the presence of such contamination, and the liability may be joint and several. These liabilities could be substantial and the cost of any required remediation, removal, fines or other costs could exceed the value of the property and/or our aggregate assets. In addition, the presence of contamination or the failure to remediate contamination at our properties may expose us to third-party liability for costs of remediation and/or personal or property damage or materially adversely affect our ability to sell, lease or develop our properties or to borrow using the properties as collateral. In addition, environmental laws may create liens on contaminated sites in favor of the government for damages and costs it incurs to address such contamination. Moreover, if contamination is discovered on our properties, environmental laws may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require substantial expenditures. Some of our properties have been or may be impacted by contamination arising from current or prior uses of the property, or adjacent properties, for commercial or industrial purposes. Such contamination may arise from spills of petroleum or hazardous substances or releases from tanks used to store such materials. As a result, we could potentially incur material liability for these issues, which could adversely impact our financial condition, results of operations, cash flow and the per share trading price of our securities.

Environmental laws also govern the presence, maintenance and removal of ACBM and may impose fines and penalties for failure to comply with these requirements or expose us to third-party liability (e.g., liability for personal injury associated with exposure to asbestos). Such laws require that owners or operators of buildings containing ACBM (and employers in such buildings) properly manage and maintain the asbestos and lead, adequately notify or train those who may come into contact with asbestos or lead, and undertake special precautions, including removal or other abatement, if asbestos or lead would be disturbed during renovation or demolition of a building. Some of our properties contain ACBM and we could be liable for such damages, fines or penalties.

In addition, the properties in our portfolio also are subject to various federal, state and local environmental and health and safety requirements, such as state and local fire requirements. Moreover, some of our tenants routinely handle and use hazardous or regulated substances and wastes as part of their operations at our properties, which are subject to regulation. Such environmental and health and safety laws and regulations could subject us or our tenants to liability resulting from these activities. Environmental liabilities could affect a tenant's ability to make rental payments to us. In addition, changes in laws could increase the potential liability for noncompliance. This may result in significant unanticipated expenditures or may otherwise materially and adversely affect our operations, or those of our tenants, which could in turn have an adverse effect on us.

We cannot assure you that costs or liabilities incurred as a result of environmental issues will not affect our ability to make distributions to our stockholders or that such costs or other remedial measures will not have an adverse effect on our financial condition, results of operations, cash flow and the per share trading price of our securities. If we do incur material environmental liabilities in the future, we may face significant remediation costs, and we may find it difficult to sell any affected properties.

### ***Our properties may contain or develop harmful mold or suffer from other air quality issues, which could lead to liability for adverse health effects and costs of remediation.***

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Indoor air quality issues can also stem from inadequate ventilation, chemical contamination from indoor or outdoor sources, and other biological contaminants such as pollen, viruses and bacteria. Indoor exposure to airborne toxins or irritants

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above certain levels can be alleged to cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold or other airborne contaminants at any of our properties could require us to undertake a costly remediation program to contain or remove the mold or other airborne contaminants from the affected property or increase indoor ventilation. In addition, the presence of significant mold or other airborne contaminants could expose us to liability from our tenants, employees of our tenants or others if property damage or personal injury is alleged to have occurred.

*We may incur significant costs complying with various federal, state and local laws, regulations and covenants that are applicable to our properties.*

The properties in our portfolio are subject to various covenants and federal, state and local laws and regulatory requirements, including permitting and licensing requirements. Local regulations, including municipal or local ordinances, zoning restrictions and restrictive covenants imposed by community developers may restrict our use of our properties and may require us to obtain approval from local officials or restrict our use of our properties and may require us to obtain approval from local officials of community standards organizations at any time with respect to our properties, including prior to acquiring a property or when undertaking renovations of any of our existing properties. Among other things, these restrictions may relate to fire and safety, seismic or hazardous material abatement requirements. There can be no assurance that existing laws and regulatory policies will not adversely affect us or the timing or cost of any future acquisitions or renovations, or that additional regulations will not be adopted that increase such delays or result in additional costs. Our growth strategy may be affected by our ability to obtain permits, licenses and zoning relief. Our failure to obtain such permits, licenses and zoning relief or to comply with applicable laws could have an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our securities.

In addition, federal and state laws and regulations, including laws such as the ADA impose further restrictions on our properties and operations. Under the ADA, all public accommodations must meet federal requirements related to access and use by disabled persons. Some of our properties may currently be in non-compliance with the ADA. If one or more of the properties in our portfolio is not in compliance with the ADA or any other regulatory requirements, we may be required to incur additional costs to bring the property into compliance and we might incur governmental fines or the award of damages to private litigants. In addition, we do not know whether existing requirements will change or whether future requirements will require us to make significant unanticipated expenditures that will adversely impact our financial condition, results of operations, cash flow and per share trading price of our securities.

*We are exposed to risks associated with property development.*

We may engage in development and redevelopment activities with respect to certain of our properties. To the extent that we do so, we will be subject to certain risks, including the availability and pricing of financing on favorable terms or at all; construction and/or lease-up delays; cost overruns, including construction costs that exceed our original estimates; contractor and subcontractor disputes, strikes, labor disputes or supply disruptions; failure to achieve expected occupancy and/or rent levels within the projected time frame, if at all; and delays with respect to obtaining or the inability to obtain necessary zoning, occupancy, land use and other governmental permits, and changes in zoning and land use laws. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development activities once undertaken, any of which could have an adverse effect on our financial condition, results of operations, cash flow and per share trading price of our securities.

### **Risks Related to Our Organizational Structure**

*As of December 31, 2011, the Farallon Funds owned an approximate 28.1% beneficial interest in our company on a fully diluted basis and have the ability to exercise significant influence on our company.*

As of December 31, 2011, investment funds affiliated with Farallon Capital Management, L.L.C., or Farallon, which we refer to as the Farallon Funds, owned an approximate 28.1% beneficial interest in our company on a fully diluted basis. Consequently, the Farallon Funds may be able to significantly influence the outcome of matters submitted for stockholder action, including the election of our board of directors and approval of significant corporate transactions, including business combinations, consolidations and mergers. In addition, one member of our board of directors is a managing member of Farallon. As a result, the Farallon Funds have substantial influence on us and could exercise their influence in a manner that conflicts with the interests of other stockholders.

***The series A preferred units that were issued to some contributors in connection with our initial public offering in exchange for the contribution of their properties have certain preferences, which could limit our ability to pay dividends or other distributions to the holders of our securities or engage in certain business combinations, recapitalizations or other fundamental changes.***

In exchange for the contribution of properties to our portfolio in connection with our initial public offering, some contributors received series A preferred units in our operating partnership, which units have an aggregate liquidation preference of approximately \$12.5 million and have a preference as to distributions and upon liquidation that could limit our ability to pay dividends on our series B preferred stock and our common stock. The series A preferred units are senior to any other class of securities our operating partnership may issue in the future without the consent of the holders of the series A preferred units. As a result, we will be unable to issue partnership units in our operating partnership senior to the series A preferred units without the consent of the holders of series A preferred units. Any preferred stock in our company that we issue will be subordinate to the series A preferred units. In addition, we may only engage in a fundamental change, including a recapitalization, a merger and a sale of all or substantially all of our assets, as a result of which our common stock ceases to be publicly traded or common units cease to be exchangeable (at our option) for publicly traded shares of our stock, without the consent of holders of series A preferred units if following such transaction we will maintain certain leverage ratios and equity requirements, and pay certain minimum tax distributions to holders of our outstanding series A preferred units. Alternatively, we may redeem all or any portion of the then outstanding series A preferred units for cash (at a price per unit equal to the redemption price). If we choose to redeem the outstanding series A preferred units in connection with a fundamental change, this could reduce the amount of cash available for distribution to holders of our series B preferred stock and our common stock. In addition, these provisions could increase the cost of any such fundamental change transaction, which may discourage a merger, combination or change of control that might involve a premium price for our common stock or that our stockholders otherwise believe to be in their best interests.

***Our common stock is ranked junior to our series B preferred stock.***

Our common stock is ranked junior to our series B preferred stock. Our outstanding series B preferred stock also has or will have a preference upon our dissolution, liquidation or winding up in respect of assets available for distribution to our stockholders. Holders of our common stock are not entitled to preemptive rights or other protections against dilution. In the future, we may attempt to increase our capital resources by making additional offerings of equity securities, including classes or series of additional preferred stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offering. Thus, our stockholders bear the risk of our future offerings reducing the per share trading price of our common stock and diluting their interest in us.

***Conflicts of interest exist or could arise in the future between the interests of our stockholders and the interests of holders of units in our operating partnership, which may impede business decisions that could benefit our stockholders.***

Conflicts of interest exist or could arise in the future as a result of the relationships between us and our affiliates, on the one hand, and our operating partnership or any partner thereof, on the other. Our directors and officers have duties to our company under applicable Maryland law in connection with their management of our company. At the same time, we, as the general partner of our operating partnership, have fiduciary duties and obligations to our operating partnership and its limited partners under Maryland law and the partnership agreement of our operating partnership in connection with the management of our operating partnership. Our fiduciary duties and obligations as general partner to our operating partnership and its partners may come into conflict with the duties of our directors and officers to our company.

Additionally, the partnership agreement provides that we and our directors and officers will not be liable or accountable to our operating partnership for losses sustained, liabilities incurred or benefits not derived if we, or such director or officer acted in good faith. The partnership agreement also provides that we will not be liable to the operating partnership or any partner for monetary damages for losses sustained, liabilities incurred or benefits not derived by the operating partnership or any limited partner, except for liability for our intentional harm or gross negligence. Moreover, the partnership agreement provides that our operating partnership is required to indemnify us and our directors, officers and employees, officers and employees of the operating partnership and our designees from and against any and all claims that relate to the operations of our operating partnership, except (1) if the act or omission of the person was material to the matter giving rise to the action and either was committed in bad faith or was the result of active and deliberate dishonesty, (2) for any transaction for which the indemnified party received an improper personal benefit, in money, property or services or otherwise, in violation or breach of any provision of the partnership agreement or (3) in the case of a criminal proceeding, if the indemnified person had reasonable cause to believe that the act or omission was unlawful. No reported decision of a Maryland appellate court has interpreted provisions similar to the provisions of the partnership agreement of our operating partnership that modify and reduce our

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fiduciary duties or obligations as the general partner or reduce or eliminate our liability for money damages to the operating partnership and its partners, and we have not obtained an opinion of counsel as to the enforceability of the provisions set forth in the partnership agreement that purport to modify or reduce the fiduciary duties that would be in effect were it not for the partnership agreement.

***We may pursue less vigorous enforcement of terms of the contribution and other agreements with members of our senior management and our affiliates because of our dependence on them and conflicts of interest.***

Each of Victor J. Coleman, Howard S. Stern and affiliates of the Farallon Funds are parties to contribution agreements with us pursuant to which we have acquired interests in our properties and assets. In addition, Messrs. Coleman and Stern are parties to employment agreements with us. We may choose not to enforce, or to enforce less vigorously, our rights under these agreements because of our desire to maintain our ongoing relationship with members of our senior management and the Farallon Funds, with possible negative impact on stockholders.

***Our charter and bylaws, the partnership agreement of our operating partnership and Maryland law contain provisions that may delay, defer or prevent a change of control transaction, even if such a change in control may be in your interest, and as a result may depress the market price of our securities.***

***Our charter contains certain ownership limits.*** Our charter contains various provisions that are intended to preserve our qualification as a REIT and, subject to certain exceptions, authorize our directors to take such actions as are necessary or appropriate to preserve our qualification as a REIT. For example, our charter prohibits the actual, beneficial or constructive ownership by any person of more than 9.8% in value or number of shares, whichever is more restrictive, of the outstanding shares of each of our common stock and series B preferred stock, and more than 9.8% in value of the aggregate outstanding shares of all classes and series of our stock. Our board of directors, in its sole and absolute discretion, may exempt a person, prospectively or retroactively, from these ownership limits if certain conditions are satisfied. In connection with our initial public offering and the offering of our series B preferred stock, our board of directors granted to the Farallon Funds and certain of their affiliates, which we refer to collectively as the Farallon excepted holders, and to certain other persons, exemptions from the ownership limits, subject to various conditions and limitations. The restrictions on ownership and transfer of our stock may:

- discourage a tender offer or other transactions or a change in management or of control that might involve a premium price for our common stock or series B preferred stock or that our stockholders otherwise believe to be in their best interests; or
- result in the transfer of shares acquired in excess of the restrictions to a trust for the benefit of a charitable beneficiary and, as a result, the forfeiture by the acquirer of the benefits of owning the additional shares.

***We could increase the number of authorized shares of stock, classify and reclassify unissued stock and issue stock without stockholder approval.*** Subject to the rights of holders of series B preferred stock to approve the classification or issuance of any class or series of stock ranking senior to the series B preferred stock, our board of directors has the power under our charter to amend our charter to increase the aggregate number of shares of stock or the number of shares of stock of any class or series that we are authorized to issue, to authorize us to issue authorized but unissued shares of our common stock or preferred stock and to classify or reclassify any unissued shares of our common stock or preferred stock into one or more classes or series of stock and set the terms of such newly classified or reclassified shares. Although our board of directors has no such intention at the present time, it could establish a class or series of preferred stock that could, depending on the terms of such series, delay, defer or prevent a transaction or a change of control that might involve a premium price for our securities or that our stockholders otherwise believe to be in their best interest.

***Certain provisions of Maryland law could inhibit changes in control, which may discourage third parties from conducting a tender offer or seeking other change of control transactions that our stockholders otherwise believe to be in their best interest.*** Certain provisions of the Maryland General Corporation Law, or MGCL, may have the effect of inhibiting a third party from making a proposal to acquire us or of impeding a change of control under circumstances that otherwise could be in the best interest of our stockholders, including:

- “business combination” provisions that, subject to limitations, prohibit certain business combinations between us and an “interested stockholder” (defined generally as any person who beneficially owns 10% or more of the voting power of our shares or an affiliate thereof or an affiliate or associate of ours who was the beneficial owner, directly or indirectly, of 10% or more of the voting power of our then outstanding voting stock at any time within the two-year period immediately prior to the date in question) for five years after the most recent date on which the stockholder becomes an interested stockholder, and thereafter impose fair price

and/or supermajority and stockholder voting requirements on these combinations; and

- “control share” provisions that provide that “control shares” of our company (defined as shares that, when aggregated with other shares controlled by the stockholder, entitle the stockholder to exercise one of three increasing ranges of voting power in electing directors) acquired in a “control share acquisition” (defined as the direct or indirect acquisition of ownership or control of issued and outstanding “control shares”) have no voting rights except to the extent approved by our stockholders by the affirmative vote of at least two-thirds of all the votes entitled to be cast on the matter, excluding all interested shares.

As permitted by the MGCL, we have elected, by resolution of our board of directors, to exempt from the business combination provisions of the MGCL, any business combination that is first approved by our disinterested directors and, pursuant to a provision in our bylaws, to exempt any acquisition of our stock from the control share provisions of the MGCL. However, our board of directors may by resolution elect to repeal the exemption from the business combination provisions of the MGCL and may by amendment to our bylaws opt into the control share provisions of the MGCL at any time in the future.

Certain provisions of the MGCL permit our board of directors, without stockholder approval and regardless of what is currently provided in our charter or bylaws, to implement certain corporate governance provisions, some of which (for example, a classified board) are not currently applicable to us. These provisions may have the effect of limiting or precluding a third party from making an unsolicited acquisition proposal for us or of delaying, deferring or preventing a change in control of us under circumstances that otherwise could be in the best interest of our stockholders. Our charter contains a provision whereby we have elected to be subject to the provisions of Title 3, Subtitle 8 of the MGCL relating to the filling of vacancies on our board of directors.

***Certain provisions in the partnership agreement of our operating partnership may delay or prevent unsolicited acquisitions of us.*** Provisions in the partnership agreement of our operating partnership may delay or make more difficult unsolicited acquisitions of us or changes of our control. These provisions could discourage third parties from making proposals involving an unsolicited acquisition of us or change of our control, although some stockholders might consider such proposals, if made, desirable. These provisions include, among others:

- redemption rights of qualifying parties;
- transfer restrictions on units;
- our ability, as general partner, in some cases, to amend the partnership agreement and to cause the operating partnership to issue units with terms that could delay, defer or prevent a merger or other change of control of us or our operating partnership without the consent of the limited partners;
- the right of the limited partners to consent to transfers of the general partnership interest and mergers or other transactions involving us under specified circumstances; and
- restrictions on debt levels and equity requirements pursuant to the terms of our series A preferred units, as well as required distributions to holders of series A preferred units of our operating partnership, following certain changes of control of us.

Our charter, bylaws, the partnership agreement of our operating partnership and Maryland law also contain other provisions that may delay, defer or prevent a transaction or a change of control that our stockholders otherwise believe to be in their best interest.

***Our board of directors may change our investment and financing policies without stockholder approval and we may become more highly leveraged, which may increase our risk of default under our debt obligations.***

Our investment and financing policies are exclusively determined by our board of directors. Accordingly, our stockholders do not control these policies. Further, our organizational documents do not limit the amount or percentage of indebtedness, funded or otherwise, that we may incur. Our board of directors may alter or eliminate our current policy on borrowing at any time without stockholder approval. If this policy changed, we could become more highly leveraged which could result in an increase in our debt service. Higher leverage also increases the risk of default on our obligations. In addition, a change in our investment policies, including the manner in which we allocate our resources across our portfolio or the types of assets in which we seek to invest, may increase our exposure to interest rate risk, real estate market fluctuations and liquidity risk. Changes to our policies with regards to the foregoing could adversely affect our financial condition, results of operations, cash flow and per share trading price of our securities.

***Our rights and the rights of our stockholders to take action against our directors and officers are limited.***

Our charter eliminates the liability of our directors and officers to us and our stockholders for money damages, except for liability resulting from:

- actual receipt of an improper benefit or profit in money, property or services; or
- a final judgment based upon a finding of active and deliberate dishonesty by the director or officer that was material to the cause of action adjudicated.

In addition, our charter authorizes us to obligate our company, and our bylaws require us, to indemnify our directors and officers for actions taken by them in those and certain other capacities to the maximum extent permitted by Maryland law. As a result, we and our stockholders may have more limited rights against our directors and officers than might otherwise exist. Accordingly, in the event that actions taken in good faith by any of our directors or officers impede the performance of our company, your ability to recover damages from such director or officer will be limited.

***Tax protection agreements could limit our ability to sell or otherwise dispose of certain properties.***

In connection with our formation transactions for our IPO, we entered into tax protection agreements with certain third-party contributors that provide that if we dispose of any interest with respect to the First Financial or Tierrasanta properties in a taxable transaction during the period from the closing of our initial public offering on June 29, 2010 through certain specified dates ranging until 2027, we will indemnify the third-party contributors for certain tax liabilities payable as a result of the sale (as well as tax liabilities payable as a result of the reimbursement payment). Certain contributors' rights under the tax protection agreements with respect to these properties will, however, expire at various times (depending on the rights of such partner) during the period beginning in 2017 and prior to the expiration, in 2027, of the maximum period for indemnification. The First Financial and Tierrasanta properties represented approximately 10.7% of our office portfolio's annualized base rent as of December 31, 2011. We have no present intention to sell or otherwise dispose of the properties or interest therein in taxable transactions during the restriction period. If we were to trigger the tax protection provisions under these agreements, we would be required to pay damages in the amount of certain taxes payable by these contributors (plus additional damages in the amount of the taxes incurred as a result of such payment). In addition, although it may otherwise be in our stockholders' best interest that we sell one of these properties, it may be economically prohibitive for us to do so because of these obligations.

***Our tax protection agreements may require our operating partnership to maintain certain debt levels that otherwise would not be required to operate our business.***

Our tax protection agreements provide that during the period from the closing of our initial public offering on June 29, 2010, through certain specified dates ranging from 2017 to 2027, our operating partnership will offer certain holders of units who continue to hold the units received in respect of the formation transactions the opportunity to guarantee debt. If we fail to make such opportunities available, we will be required to indemnify such holders for certain tax liabilities resulting from our failure to make such opportunities available to them (and any tax liabilities payable as a result of the indemnity payment). We agreed to these provisions in order to assist certain contributors in deferring the recognition of taxable gain as a result of and after the formation transactions. These obligations may require us to maintain more or different indebtedness than we would otherwise require for our business.

***We are a holding company with no direct operations and, as such, we rely on funds received from our operating partnership to pay liabilities, and the interests of our stockholders are structurally subordinated to all liabilities and obligations of our operating partnership and its subsidiaries.***

We are a holding company and conduct substantially all of our operations through our operating partnership. We do not have, apart from an interest in our operating partnership, any independent operations. As a result, we rely on distributions from our operating partnership to pay any dividends we might declare on our common stock and on shares of our series B preferred stock. We also rely on distributions from our operating partnership to meet our obligations, including any tax liability on taxable income allocated to us from our operating partnership. In addition, because we are a holding company, claims of our equity holders will be structurally subordinated to all existing and future liabilities and obligations (whether or not for borrowed money) of our operating partnership and its subsidiaries and subordinate to the rights of holders of series A preferred units. Therefore, in the event of our bankruptcy, liquidation or reorganization, our assets and those of our operating partnership and its subsidiaries will be available to satisfy the claims of our stockholders only after all of our and our operating

partnership's and its subsidiaries' liabilities and obligations have been paid in full.

## **Risks Related to Our Status as a REIT**

### ***Failure to qualify as a REIT would have significant adverse consequences to us and the value of our stock.***

We intend to elect to be taxed as a REIT for federal income tax purposes on our federal income tax return for our taxable year ending December 31, 2011. We believe that we have operated, and we intend to continue operating, in a manner that will allow us to qualify as a REIT for federal income tax purposes commencing with such taxable year. We have not requested and do not plan to request a ruling from the Internal Revenue Service, or IRS, that we qualify as a REIT, and the statements in this Annual Report are not binding on the IRS or any court. Therefore, we cannot assure you that we will qualify as a REIT, or that we will remain qualified as such in the future. If we lose our REIT status, we will face serious tax consequences that would substantially reduce the funds available for distribution to you for each of the years involved because:

- we would not be allowed a deduction for distributions to stockholders in computing our taxable income and would be subject to federal income tax at regular corporate rates;
- we also could be subject to the federal alternative minimum tax and possibly increased state and local taxes; and
- unless we are entitled to relief under applicable statutory provisions, we could not elect to be taxed as a REIT for four taxable years following the year during which we were disqualified.

Any such corporate tax liability could be substantial and would reduce our cash available for, among other things, our operations and distributions to stockholders. In addition, if we fail to qualify as a REIT, we will not be required to make distributions to our stockholders. As a result of all these factors, our failure to qualify as a REIT also could impair our ability to expand our business and raise capital, and could materially and adversely affect the value of our securities.

Qualification as a REIT involves the application of highly technical and complex Code provisions for which there are only limited judicial and administrative interpretations. The complexity of these provisions and of the applicable Treasury regulations that have been promulgated under the Code, or the Treasury Regulations, is greater in the case of a REIT that, like us, holds its assets through a partnership. The determination of various factual matters and circumstances not entirely within our control may affect our ability to qualify as a REIT. In order to qualify as a REIT, we must satisfy a number of requirements, including requirements regarding the ownership of our stock, requirements regarding the composition of our assets and a requirement that at least 95% of our gross income in any year must be derived from qualifying sources, such as "rents from real property." Also, we must make distributions to stockholders aggregating annually at least 90% of our net taxable income, excluding net capital gains. In addition, legislation, new regulations, administrative interpretations or court decisions may materially adversely affect our investors, our ability to qualify as a REIT for federal income tax purposes or the desirability of an investment in a REIT relative to other investments.

Even if we qualify as a REIT for federal income tax purposes, we may be subject to some federal, state and local income, property and excise taxes on our income or property and, in certain cases, a 100% penalty tax, in the event we sell property as a dealer. In addition, our taxable REIT subsidiaries will be subject to tax as regular corporations in the jurisdictions they operate.

***Our ownership of taxable REIT subsidiaries is subject to certain restrictions, and we will be required to pay a 100% penalty tax on certain income or deductions if our transactions with our taxable REIT subsidiaries are not conducted on arm's length terms.***

We currently own an interest in one taxable REIT subsidiary and may acquire securities in additional taxable REIT subsidiaries in the future. A taxable REIT subsidiary is a corporation other than a REIT in which a REIT directly or indirectly holds stock, and that has made a joint election with such REIT to be treated as a taxable REIT subsidiary. If a taxable REIT subsidiary owns more than 35% of the total voting power or value of the outstanding securities of another corporation, such other corporation will also be treated as a taxable REIT subsidiary. Other than some activities relating to lodging and health care facilities, a taxable REIT subsidiary may generally engage in any business, including the provision of customary or non-customary services to tenants of its parent REIT. A taxable REIT subsidiary is subject to federal income tax as a regular C corporation. In addition, a 100% excise tax will be imposed on certain transactions between a taxable REIT subsidiary and its parent REIT that are not conducted on an arm's length basis. A REIT's ownership of securities of a taxable REIT subsidiary is not subject to the 5% or 10% asset tests applicable to REITs. Not more than 25% of our total assets may be represented by

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securities, including securities of taxable REIT subsidiaries, other than those securities includable in the 75% asset test. We anticipate that the aggregate value of the stock and securities of any taxable REIT subsidiaries and other nonqualifying assets that we own will be less than 25% of the value of our total assets, and we will monitor the value of these investments to ensure compliance with applicable ownership limitations. In addition, we intend to structure our transactions with any taxable REIT subsidiaries that we own to ensure that they are entered into on arm's length terms to avoid incurring the 100% excise tax described above. There can be no assurance, however, that we will be able to comply with the 25% limitation or to avoid application of the 100% excise tax discussed above.

### ***To maintain our REIT status, we may be forced to borrow funds during unfavorable market conditions.***

To qualify as a REIT, we generally must distribute to our stockholders at least 90% of our net taxable income each year, excluding net capital gains, and we will be subject to regular corporate income taxes to the extent that we distribute less than 100% of our net taxable income each year. In addition, we will be subject to a 4% nondeductible excise tax on the amount, if any, by which distributions paid by us in any calendar year are less than the sum of 85% of our ordinary income, 95% of our capital gain net income and 100% of our undistributed income from prior years. In order to maintain our REIT status and avoid the payment of income and excise taxes, we may need to borrow funds to meet the REIT distribution requirements even if the then prevailing market conditions are not favorable for these borrowings. These borrowing needs could result from, among other things, differences in timing between the actual receipt of cash and inclusion of income for federal income tax purposes, or the effect of non-deductible capital expenditures, the creation of reserves or required debt or amortization payments. These sources, however, may not be available on favorable terms or at all. Our access to third-party sources of capital depends on a number of factors, including the market's perception of our growth potential, our current debt levels, the market price of our common stock, and our current and potential future earnings. We cannot assure you that we will have access to such capital on favorable terms at the desired times, or at all, which may cause us to curtail our investment activities and/or to dispose of assets at inopportune times, and could adversely affect our financial condition, results of operations, cash flow, cash available for distributions to our stockholders, and per share trading price of our securities.

### ***Complying with REIT requirements may affect our profitability and may force us to liquidate or forgo otherwise attractive investments.***

To qualify as a REIT, we must continually satisfy tests concerning, among other things, the nature and diversification of our assets, the sources of our income and the amounts we distribute to our stockholders. We may be required to liquidate or forgo otherwise attractive investments in order to satisfy the asset and income tests or to qualify under certain statutory relief provisions. We also may be required to make distributions to stockholders at disadvantageous times or when we do not have funds readily available for distribution. As a result, having to comply with the distribution requirement could cause us to: (i) sell assets in adverse market conditions; (ii) borrow on unfavorable terms; or (iii) distribute amounts that would otherwise be invested in future acquisitions, capital expenditures or repayment of debt. Accordingly, satisfying the REIT requirements could have an adverse effect on our business results, profitability and ability to execute our business plan. Moreover, if we are compelled to liquidate our investments to meet any of these asset, income or distribution tests, or to repay obligations to our lenders, we may be unable to comply with one or more of the requirements applicable to REITs or may be subject to a 100% tax on any resulting gain if such sales constitute prohibited transactions.

### ***Legislative or other actions affecting REITs could have a negative effect on us.***

The rules dealing with federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the U.S. Department of the Treasury. Changes to the tax laws, with or without retroactive application, could adversely affect our investors or us. We cannot predict how changes in the tax laws might affect our investors or us. New legislation, Treasury Regulations, administrative interpretations or court decisions could significantly and negatively affect our ability to qualify as a REIT or the federal income tax consequences of such qualification.

## **Item 1B. Unresolved Staff Comments**

None.

## **Item 2. Properties**

As of December 31, 2011, our stabilized portfolio consisted of 15 wholly-owned properties, located in eight California submarkets, containing a total of approximately 4.4 million square feet, which we refer to as our portfolio. The following table presents an overview of our portfolio, based on information as of December 31, 2011. Rental data presented in the table below for office properties reflects annualized base rent on leases in place as of December 31, 2011 and does not reflect actual cash



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rents historically received because such data does not reflect abatements or tenant reimbursements for real estate taxes, insurance, common area or other operating expenses. Rental data presented in the table below for media and entertainment properties reflects actual cash base rents, excluding tenant reimbursements, received during the 12 months ended December 31, 2011. Leases at our media and entertainment properties are typically short-term leases of one year or less, and other than the KTLA lease at our Sunset Bronson property, substantially all of the current in-place leases at our media and entertainment properties will expire in 2012 and 2013.

The following table sets forth certain information relating to each of the stabilized office and media and entertainment properties owned as of December 31, 2011.

Property	City	Year Built/ Renovated	Square Feet <sup>(1)</sup>	Percent Leased <sup>(2)</sup>	Annualized Base Rent/ Annual Base Rent <sup>(3)</sup>	Annualized Base Rent/ Annual Base Rent Per Leased Square Foot <sup>(4)</sup>
<b>OFFICE PROPERTIES</b>						
1455 Market	San Francisco	1977	1,012,012	92.1%	\$ 12,597,438	\$ 13.52
Rincon Center	San Francisco	1985	580,850	84.9	18,745,119	38.00
City Plaza	Orange	1969/1999	333,922	77.9	6,326,014	24.31
875 Howard Street	San Francisco	Various	286,270	87.4	4,823,115	19.28
First Financial	Encino (LA)	1986	222,423	84.2	6,299,258	33.62
6922 Hollywood	Hollywood (LA)	1965	205,523	92.1	7,467,130	39.43
10950 Washington	Culver City	Various	158,873	100.0	4,514,061	27.09
222 Kearny Street	San Francisco	Various	148,797	89.0	4,721,108	35.66
625 Second Street	San Francisco	1905	136,906	100.0	5,205,838	38.02
Del Amo Office	Torrence (LA)	1986	113,000	100.0	3,069,070	27.16
Technicolor Building	Hollywood (LA)	2008	114,958	100.0	4,246,778	36.94
Tierrasanta	San Diego	1985	104,234	92.0	1,515,713	15.80
9300 Wilshire Boulevard	Beverly Hills	1965/2001	61,224	93.5	2,383,360	41.63
275 Brannan Street	San Francisco	1906	51,710	—	—	—
604 Arizona	Santa Monica (LA)	1950	44,260	100.0	1,617,172	36.54
<b>Total/Weighted Average Office Properties:</b>			<b>3,574,962</b>	<b>88.6%</b>	<b>\$ 83,531,175</b>	<b>\$ 26.38</b>
<b>MEDIA &amp; ENTERTAINMENT PROPERTIES</b>						
Sunset Gower	Hollywood (LA)	Various	544,602	66.6%	\$ 11,203,641	\$ 30.88
Sunset Bronson	Hollywood (LA)	Various	313,723	76.3	9,755,321	40.77
<b>Total/Weighted Average Media &amp; Entertainment Properties:</b>			<b>858,325</b>	<b>70.1%</b>	<b>\$ 20,958,962</b>	<b>\$ 34.81</b>
<b>LAND</b>						
Sunset Bronson—Lot A	Hollywood (LA)	N/A	273,913			
Sunset Bronson—Redevelopment	Hollywood (LA)	N/A	389,740			
Sunset Gower—Redevelopment	Hollywood (LA)	N/A	423,396			
City Plaza	Orange	N/A	360,000			
<b>Total Land Assets:</b>			<b>1,447,049</b>			
<b>Portfolio Total:</b>			<b>5,438,304</b>			

- (1) Square footage for office properties and media and entertainment properties has been determined by management based upon estimated leasable square feet, which may be less or more than the Building Owners and Managers Association, or BOMA, rentable area. Square footage may change over time due to remeasurement, releasing, acquisition, or development. On December 16, 2011, we acquired office properties located at 6050 Sunset and 1445 Beechwood totaling 20,761 square feet, which were added to the Sunset Gower property. Those acquisitions are reflected in the square footage for Sunset Gower on a weighted average basis. As of December 31, 2011, the square footage for media and entertainment properties totaled 878,196 square feet, including those acquisitions. Square footage for land assets represents management's estimate of developable square feet, the majority of which remains subject to entitlement approvals that have not yet been obtained.
- (2) Percent leased for office properties is calculated as (i) square footage under commenced leases as of December 31, 2011, divided by (ii) total square feet, expressed as a percentage. Percent leased for media and entertainment properties is the average percent leased for the 12 months ended December 31, 2011. As a result of the short-term nature of the leases into which we enter at our media and entertainment properties, and because entertainment industry tenants generally do not shoot on weekends due to higher costs, we believe stabilized occupancy rates at our media and entertainment properties are lower than those rates achievable at our traditional office assets, where tenants enter into longer-term lease arrangements.

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- (3) We present rent data for office properties on an annualized basis, and for media and entertainment properties on an annual basis. Annualized base rent for office properties is calculated by multiplying (i) base rental payments (defined as cash base rents (before abatements)) for the month ended December 31, 2011, by (ii) 12. Annual base rent for media and entertainment properties reflects actual base rent for the 12 months ended December 31, 2011, excluding tenant reimbursements.
- (4) Annualized base rent per leased square foot for the office properties is calculated as (i) annualized base rent divided by (ii) square footage under lease as of December 31, 2011. Annual base rent per leased square foot for the media and entertainment properties is calculated as (i) actual base rent for the 12 months ended December 31, 2011, excluding tenant reimbursements, divided by (ii) average square feet under lease for the 12 months ended December 31, 2011.

**Office Portfolio**

Our portfolio consists of 15 office properties comprising an aggregate of approximately 3.6 million square feet. As of December 31, 2011, our office properties were approximately 91.0% leased (giving effect to leases signed but not commenced as of that date). All of our office properties are located in prime California submarkets. As of December 31, 2011, the weighted average remaining lease term for our office portfolio was 58 months.

**Tenant Diversification of Office Portfolio**

Our office portfolio is currently leased to a variety of companies. The following table sets forth information regarding the 10 largest tenants in our office portfolio based on annualized base rent as of December 31, 2011.

<b>Tenant</b>	<b>Property</b>	<b>Lease Expiration<sup>(1)</sup></b>	<b>Total Leased Square Feet</b>	<b>Percentage of Office Portfolio Square Feet</b>	<b>Annualized Base Rent<sup>(2)</sup></b>	<b>Percentage of Office Portfolio Annualized Base Rent</b>
Bank of America	1455 Market	Various <sup>(3)</sup>	832,549	23.3%	\$ 9,135,780	10.9%
AIG	Rincon Center	7/31/2017	166,757	4.7	6,894,564	8.3
AT&T	Rincon Center	8/31/2013	155,964	4.4	5,850,333	7.0
Fox Interactive Media, Inc.	625 Second Street	3/31/2017	104,897	2.9	4,384,484	5.2
Technicolor Creative Services USA, Inc.	Technicolor Building	5/31/2020	114,958	3.2	4,246,778	5.1
GSA - U.S. Corps of Engineers	1455 Market Street	2/19/2017	89,995	2.5	3,260,240	3.9
NFL Enterprises	10950 Washington	3/31/2015	104,589	2.9	3,193,160	3.8
Konda Capital Corp.	City Plaza	3/31/2013	125,208	3.5	3,095,142	3.7
Saatchi & Saatchi North America, Inc.	Del Amo Office Building	12/31/2019	113,000	3.2	3,069,070	3.7
Trailer Park, Inc.	6922 Hollywood	9/30/2018	72,101	2.0	2,712,987	3.2
<b>Total</b>			<b>1,880,018</b>	<b>52.6%</b>	<b>\$ 45,842,538</b>	<b>54.8%</b>

- (1) The Bank of America, GSA - U.S. Corps of Engineers, and Saatchi & Saatchi North America, Inc. leases are subject to early termination prior to expiration at the option of the tenant.
- (2) Annualized base rent is calculated by multiplying (i) base rental payments (defined as cash base rents (before abatements)) for the month ended December 31, 2011, by (ii) 12. Annualized base rent does not reflect tenant reimbursements.
- (3) Bank of America lease early termination rights by square footage: (1) 38,894 square feet at or around September 30, 2012, subject to satisfaction of certain conditions associated with the lease to MTA; (2) 50,948 square feet at December 31, 2012; (3) 197,628 square feet at December 31, 2013; (4) 331,197 square feet at December 31, 2015; and (5) 213,882 square feet at December 31, 2017.

**Lease Distribution of Office Portfolio**

The following table sets forth information relating to the distribution of leases in our office portfolio, based on net rentable square feet under lease as of December 31, 2011.

<u>Square Feet Under Lease</u>	<u>Number of Leases</u>	<u>Percentage of All Leases</u>	<u>Total Leased Square Feet</u>	<u>Percentage of Office Portfolio Leased Square Feet</u>	<u>Annualized Base Rent<sup>(1)</sup></u>	<u>Percentage of Office Portfolio Annualized Base Rent</u>
2,500 or less	80	39.8%	101,371	3.1%	\$ 3,797,955	4.4%
2,501-10,000	68	33.8	368,356	11.3	12,703,851	14.7
10,001-20,000	12	6.0	163,032	5.0	4,722,704	5.5
20,001-40,000	14	7.0	398,120	12.2	11,597,255	13.4
40,001-100,000	7	3.5	486,745	15.0	11,451,474	13.3
Greater than 100,000	10	5.0	1,628,080	50.0	39,257,935	45.5
Building management use	7	3.5	20,241	0.6	—	—
Uncommenced leases	3	1.5	87,630	2.7	2,787,729	3.2
<b>Office Portfolio Total:</b>	<b>201</b>	<b>100.0%</b>	<b>3,253,575</b>	<b>100.0%</b>	<b>\$ 86,318,903</b>	<b>100.0%</b>

(1) Annualized base rent is calculated by multiplying (i) base rental payments (defined as cash base rents (before abatements)), including under uncommenced leases for the month ended December 31, 2011 by (ii) 12. Annualized base rent does not reflect tenant reimbursements.

### Lease Expirations of Office Portfolio

The following table sets forth a summary schedule of the lease expirations for leases in place as of December 31, 2011 plus available space, for each of the ten full calendar years beginning January 1, 2011 at the properties in our office portfolio. Unless otherwise stated in the footnotes, the information set forth in the table assumes that tenants exercise no renewal options and all early termination rights.

<u>Year of Lease Expiration</u>	<u>Square Footage of Expiring Leases</u>	<u>Percentage of Office Portfolio Square Feet</u>	<u>Annualized Base Rent<sup>(1)</sup></u>	<u>Percentage of Office Portfolio Annualized Base Rent</u>	<u>Annualized Base Rent Per Leased Square Foot</u>
Available	321,387	9.0%	\$ —	—%	\$ —
2011	5,781	0.2	223,797	0.3	38.71
2012	244,625	6.8	6,043,271	7.0	24.7
2013	727,942	20.3	17,882,598	20.7	24.57
2014	157,608	4.4	5,134,741	5.9	32.58
2015	477,556	13.4	7,884,147	9.1	16.51
2016	235,298	6.6	6,899,184	8.0	29.32
2017	724,510	20.2	21,499,047	24.9	29.67
2018	133,938	3.7	4,518,623	5.2	33.74
2019	195,869	5.5	5,679,715	6.6	29
2020	211,000	5.9	6,882,126	8.0	32.62
Thereafter	31,577	0.9	883,925	1.0	27.99
Building management use	20,241	0.6	—	—	—
Signed leases not commenced	87,630	2.5	2,787,729	3.2%	31.81
<b>Office Portfolio Total/Weighted Average:</b>	<b>3,574,962</b>	<b>100.0%</b>	<b>\$ 86,318,903</b>	<b>100.0%</b>	<b>\$ 26.53</b>

(1) Annualized base rent is calculated by multiplying (i) base rental payments (defined as cash base rents (before abatements)), including under uncommenced leases for the month ended December 31, 2011, by (ii) 12. Annualized base rent does not reflect tenant reimbursements.

### Media and Entertainment Portfolio

Our portfolio of operating properties includes two properties that we consider to be media and entertainment properties, encompassing an aggregate of 878,196 square feet. We define our media and entertainment properties as those properties in our portfolio that are primarily used for the physical production of media content, such as television programs, feature films, commercials, music videos and photographs. These properties generally also feature a traditional office component that is leased to production companies and content providers. For the 12 months ended December 31, 2011, our media and entertainment properties were approximately 70.1% leased. Our media and entertainment properties are located in

prime Southern California submarkets.

***Leasing Characteristics of Media and Entertainment Properties***

The duration of typical lease terms for tenants of media and entertainment properties tends to be shorter than those of traditional office properties. Generally, terms of the media and entertainment leases are one year or less, as tenants are never certain as to whether their productions will continue to be carried by networks or cable channels. However, historically, many entertainment tenants have exercised renewal options such that their actual tenancy is extended for multiple years. As an example, productions such as *Judge Judy*, *Judge Joe Brown*, *Family Feud* and *Hannah Montana* have been tenants at Sunset Bronson Studios for between three and 12 years. At Sunset Gower Studios, NBC's *Heroes* was a tenant for four years prior to its cancellation and Showtime's *Dexter* has been a tenant for three years. Additionally, occupancy levels for sound stage space and office and support space tend to run in parallel, as a majority of stage users also require office and support space. In addition, we require tenants at our media and entertainment properties to use our facilities for items such as lighting, equipment rental, parking, power, HVAC and telecommunications (telephone and internet). As a result, our other property-related revenues tend to track overall occupancy of our media and entertainment properties. As a result of the short-term nature of the leases into which we enter at our media and entertainment properties, and because entertainment industry tenants generally do not shoot on weekends due to higher costs, we believe stabilized occupancy rates at our media and entertainment properties are lower than those rates achievable at our traditional office assets, where tenants enter into longer-term lease arrangements.

**Description of Our Media and Entertainment Properties**

***Sunset Gower, Hollywood, California***

Sunset Gower is a 16.3-acre media and entertainment property located in the heart of Hollywood, four blocks west of the Hollywood (101) Freeway. The property encompasses almost an entire city block, bordered by Sunset Boulevard to the north, Gower Street to the west, Gordon Street to the east and Fountain Avenue to the south. The property, a fixture in the Los Angeles-based entertainment industry since it was built in the 1920s, served as Columbia Pictures' headquarters through 1972 and is now one of the largest independent media and entertainment properties in the United States. Sunset Gower provides a fully-integrated environment for its media and entertainment-focused tenants within which they can access creative and technical talent for film and television production as well as post-production. Sunset Gower typically serves as home to single-camera television and motion picture production tenants. The property comprises 388,910 square feet of office and support space, along with 12 sound stage facilities totaling 175,560 square feet. In addition, there are 1,450 parking spaces situated in both surface and structured parking lots. Included in the total office square footage are two buildings, known as 6050 Sunset and 1445 Beechwood, that were acquired on December 16, 2011 and that comprise approximately 20,761 square feet. The 1445 Beechwood building is being renovated. For the year ended December 31, 2011, Sunset Gower was approximately 66.6% leased.

Approximately 0.59 acres of the site is subject to a ground lease held by SGS Holdings, LLC pursuant to a lease dated August 26, 1949 between Elizabeth K. Chadwick, as lessor, and SGS Holdings (as successor-in-interest to Columbia Pictures Corporation), as lessee (expiring March 31, 2060); the remaining portion of the Sunset Gower property is owned by SGS Holdings in fee, with the exception of 6060 Sunset, which is owned by SGS Realty II, LLC.

In addition to Sunset Gower's existing facilities, the current zoning designation for Sunset Gower, M1-1—Limited Industrial, City of Los Angeles, permits a floor area ratio, or FAR, of 1.5x, which implies a maximum allowable density of 1,022,933 square feet, or an incremental 423,436 square feet above the existing 599,497 floor area ratio, including the Technicolor Building. However, as of December 31, 2011, we had no immediate plans to develop additional facilities on the property.

***Sunset Gower Primary Tenants***

The following table summarizes information regarding the primary tenants of Sunset Gower for the year ended December 31, 2011:

<b>Tenant</b>	<b>Principal Nature of Business</b>	<b>Lease Expiration</b>	<b>Renewal Options</b>	<b>Total Leased Square Feet<sup>(1)</sup></b>	<b>Percentage of Property Square Feet</b>	<b>Annual Base Rent<sup>(2)</sup></b>	<b>Annual Base Rent Per Leased Square Foot<sup>(3)</sup></b>	<b>Percentage of Property Annual Base Rent</b>
Blind Decker Productions ( <i>Dexter</i> )	Television/Entertainment	12/31/2012 <sup>(4)</sup>	—	59,721	11.0%	\$ 1,987,569	\$ 33.28	17.7%
<b>Total/Weighted Average:</b>				<b>59,721</b>	<b>11.0%</b>	<b>\$ 1,987,569</b>	<b>\$ 33.28</b>	<b>17.7%</b>

- 
- (1) Reflects average square feet under lease to such tenant for the year ended December 31, 2011.
  - (2) Annual base rent reflects actual base rent for the year ended December 31, 2011, excluding tenant reimbursements.
  - (3) Annual base rent per leased square foot is calculated as actual rent for the year ended December 31, 2011, excluding tenant reimbursements, divided by average square feet under lease for the year ended December 31, 2011.
  - (4) Blind Decker Productions is obligated to maintain their lease if *Dexter* is renewed for another season. The Sixth Amendment to Lease, dated December 28, 2009, extended the term through December 31, 2013. The tenant has a termination option, which it may exercise by giving 90 days' notice and by paying the equivalent of seven months of rent.

*Sunset Gower Percent Leased and Base Rent*

The following table sets forth the percentage leased, annual base rent per leased square foot and annual net effective base rent per leased square foot for Sunset Gower as of the dates indicated below:

<u>Date</u>	<u>Percent Leased<sup>(1)</sup></u>	<u>Annual Base Rent Per Leased Square Foot<sup>(2)</sup></u>	<u>Annual Net Effective Base Rent Per Leased Square Foot<sup>(3)</sup></u>
December 31, 2011	66.6%	\$ 30.88	\$ 30.98
December 31, 2010	70.9	30.27	30.27
December 31, 2009	68.2	29.83	29.83
December 31, 2008	74.2	27.94	27.94

- 
- (1) Percent leased is the average percent leased for the year that ended on the dates indicated above. As a result of the short-term nature of the leases into which we enter at our media and entertainment properties, and because entertainment industry tenants generally do not shoot on weekends due to higher costs, we believe stabilized occupancy rates at our media and entertainment properties are lower than those rates achievable at our traditional office assets, where tenants enter into longer-term lease arrangements.
  - (2) Annual base rent per leased square foot is calculated as actual base rent, excluding tenant reimbursements, for the year that ended on the dates indicated above divided by average square feet under lease for the year that ended on the dates indicated above.
  - (3) Annual net effective base rent per leased square foot represents (i) actual base rent, excluding tenant reimbursements, for the year that ended on the dates indicated above, calculated on a straight-line basis to amortize free rent periods and abatements, but without regard to tenant improvement allowances and leasing commissions, divided by (ii) the average square feet under lease for the year that ended on the dates indicated above.

On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A. secured by our Sunset Gower and Sunset Bronson media and entertainment campuses. Sunset Gower was removed from the portfolio of properties that secure our secured revolving credit facility in connection with the closing on this term loan.

*Sunset Bronson, Hollywood, California*

Sunset Bronson is a 10.6 acre media and entertainment property located in the heart of Hollywood, one block west of the Hollywood (101) Freeway and in close proximity to the Sunset Gower property. The property encompasses a full city block, bordered by Sunset Boulevard to the north, Bronson Avenue to the west, Van Ness Avenue to the east and Fernwood Avenue to the south. The property, which was built in phases from 1924 through 1981, formerly served as Warner Brothers Studios' headquarters and has been continuously operated as a media and entertainment property since the 1920s. The property includes a Historical-Cultural Monument designation for the Site of the Filming of the First Talking Film (*The Jazz Singer*) that is specific to the building structure that fronts Sunset Boulevard. Similar to nearby Sunset Gower, Sunset Bronson is a multi-use property with a full complement of production, post-production and support facilities that enable its media and entertainment focused tenants to conduct their business in a collaborative and efficient setting. In contrast to Sunset Gower, which typically serves single-camera television and motion picture productions, Sunset Bronson caters to multi-camera television productions, such as game shows, talk shows or courtroom shows that record in video and require a control room to manage and edit the productions' multiple cameras. Excluding the KTLA portion of the property, which is described below, Sunset Bronson consists of approximately 86,108 square feet of office and support space and nine sound stage facilities with approximately 137,109 square feet, along with 455 parking spaces. The property has three digital control rooms, one of which has high-definition technology, which allow tenants to edit productions filmed with high-definition cameras. For the year ended December 31, 2011, Sunset Bronson was approximately 76.3% leased.

Sunset Bronson also includes the KTLA facility, which is a multi-use office, broadcasting and production facility located on the Sunset Bronson property described above. The KTLA facility is 100% leased by KTLA Channel 5, one of the largest independent television stations in Los Angeles and has served as KTLA's only broadcast facility and its primary office and production location for over 50 years. In connection with the acquisition of the Sunset Bronson property, KTLA, Inc., a subsidiary of Tribune Company, entered into a five-year lease for approximately 90,506 square feet, which includes 83,531 square feet of office and support space and 6,975 square feet encompassing two sound stages. At the time of the closing of the acquisition of the Sunset Bronson property, our predecessor received a prepayment of \$16.3 million from KTLA in prepayment

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of its rents for the initial five-year term of its lease. On December 8, 2008, Tribune Company and several of its affiliates, including KTLA, Inc., filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code. On June 25, 2009, KTLA assumed its lease for the KTLA facility and cured all outstanding pre-petition amounts due us.

We entered into an amendment to the KTLA lease that extends the lease term through January 31, 2016. Net rents will be approximately \$2,707,940 from February 1, 2013 through January 31, 2014, \$2,789,178 from February 1, 2014 through January 31, 2015 and \$2,872,853 from February 1, 2015 through January 31, 2016.

In addition to Sunset Bronson's existing facilities, the current zoning designation for Sunset Bronson, M1-1—Limited Industrial, City of Los Angeles, permits a FAR of 1.5x, which implies a maximum allowable density of 689,565 square feet or an incremental 391,836 square feet above the existing 297,729 total FAR, including the KTLA portion of the property.

*Sunset Bronson Primary Tenants*

The following table summarizes information regarding the primary tenants of Sunset Bronson as of December 31, 2011:

<b>Tenant</b>	<b>Principal Nature of Business</b>	<b>Lease Expiration</b>	<b>Renewal Options</b>	<b>Total Leased Square Feet<sup>(1)</sup></b>	<b>Percentage of Property Square Feet</b>	<b>Annual Base Rent<sup>(2)</sup></b>	<b>Annual Base Rent Per Leased Square Foot<sup>(3)</sup></b>	<b>Percentage of Property Annual Base Rent</b>
KTLA	Television/ Entertainment	1/31/2016	—	90,506	28.8%	\$ 3,256,498	\$ 35.98	
3 Doors Productions	Television/ Entertainment	7/1/2012	—	41,339	13.2	1,475,492	35.69	
<b>Total/Weighted Average:</b>				<b>131,845</b>	<b>42.0%</b>	<b>\$ 4,731,990</b>	<b>\$ 35.89</b>	

(1) Reflects average square feet under lease to such tenant for the year ended December 31, 2011.

(2) Annual base rent reflects actual base rent for the year ended December 31, 2011, excluding tenant reimbursements. As of February 1, 2013, annualized base rent for KTLA will be \$2,707,940, subject to annual increases of three percent and abatements of \$676,985, \$697,294, and \$718,213 for 2013, 2014 and 2015, respectively.

(3) Annual base rent per leased square foot is calculated as actual base rent for the year ended December 31, 2011, excluding tenant reimbursements, divided by average square feet under lease for the year ended December 31, 2011.

*Sunset Bronson Percent Leased and Base Rent*

The following table sets forth the percentage leased, annual base rent per leased square foot and annual net effective base rent per leased square foot for the Sunset Bronson property as of the dates indicated below:

<b>Date</b>	<b>Percent Leased<sup>(1)</sup></b>	<b>Annual Base Rent Per Leased Square Foot<sup>(2)</sup></b>	<b>Annual Net Effective Base Rent Per Leased Square Foot<sup>(3)</sup></b>
December 31, 2011	76.3%	\$ 40.77	\$ 38.58
December 31, 2010	75.5	40.18	37.97
December 31, 2009	68.5	40.12	38.70

(1) Percent leased is the average percent leased for the year that ended on the dates indicated above. As a result of the short-term nature of the leases into which we enter at our media and entertainment properties, and because entertainment industry tenants generally do not shoot on weekends due to higher costs, we believe stabilized occupancy rates at our media and entertainment properties are lower than those rates achievable at our traditional office assets, where tenants enter into longer-term lease arrangements.

(2) Annual base rent per leased square foot is calculated as actual base rent, excluding tenant reimbursements, for the year that ended on the dates indicated above divided by average square feet under lease for the year that ended on the dates indicated above.

(3) Annual net effective base rent per leased square foot represents (i) actual base rent, excluding tenant reimbursements, for the year that ended on the dates indicated above, calculated on a straight-line basis to amortize free rent periods and abatements, but without regard to tenant improvement allowances and leasing commissions, divided by (ii) the average square feet under lease for the year that ended on the dates indicated above.

On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A. secured by our Sunset Gower and Sunset Bronson media and entertainment campuses.

*Sunset Bronson Lot A*

In connection with our purchase of Sunset Bronson in 2008, we acquired a 67,381 square foot undeveloped lot located on the northwest corner of Sunset Boulevard and Bronson Avenue. The lot is located two blocks west of the I-101 Freeway, between the Sunset Gower and Sunset Bronson properties. The site is currently used as a surface parking lot and can be developed to include up to 60,855 square feet of retail and office space based on current zoning, with the opportunity to add additional developable square footage through certain municipal land entitlement approvals. We estimate that with further entitlements, we could increase the developable square footage to approximately 273,913 square feet. While we are holding this property for its development potential, we do not currently have any plans for its development.

### Item 3. Legal Proceedings

From time to time, we are a party to various lawsuits, claims and other legal proceedings arising out of, or incident to, our ordinary course of business. We are not currently a party, as plaintiff or defendant, to any legal proceedings that we believe to be material or that, individually or in the aggregate, would be expected to have a material adverse effect on our business, financial condition or results of operations if determined adversely to us.

### Item 4. Mine Safety Disclosures.

Not applicable.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Overview

As of March 1, 2012, we had approximately 33,842,620 shares of common stock outstanding, including unvested restricted stock grants. Our common stock has traded on the NYSE under the symbol "HPP" since June 24, 2010. The applicable high and low prices of our common stock from January 1, 2011 through December 31, 2011, as reported by the NYSE, are set forth below for the periods indicated.

#### Distributions

We intend to make distributions each taxable year (not including a return of capital for federal income tax purposes) equal to at least 90% of our taxable income. We intend to pay regular quarterly dividend distributions to our stockholders. Dividends will be made to those stockholders who are stockholders as of the dividend record dates. Dividend amounts depend on our available cash flows, financial condition and capital requirements, the annual distribution requirements under the REIT provisions of the Code and such other factors as our board of directors deem relevant.

Quarterly dividend distributions paid on all outstanding classes of common stock to our stockholders during the year ended 2011 are presented below:

Fiscal year 2011	High	Low	Close	Per Share Common Stock Dividends Declared
First quarter	\$ 15.30	\$ 14.13	\$ 14.70	\$ 0.125
Second quarter	16.07	13.97	15.53	0.125
Third quarter	16.00	11.46	11.63	0.125
Fourth quarter	14.16	10.85	14.16	0.125

The closing share price for our common stock on March 1, 2012, as reported by the New York Stock Exchange, was \$15.03. As of March 1, 2012, there were 21 stockholders of record of our common stock.

#### Recent Sales of Unregistered Securities

None.

**Issuer Purchases of Equity Securities**

None.

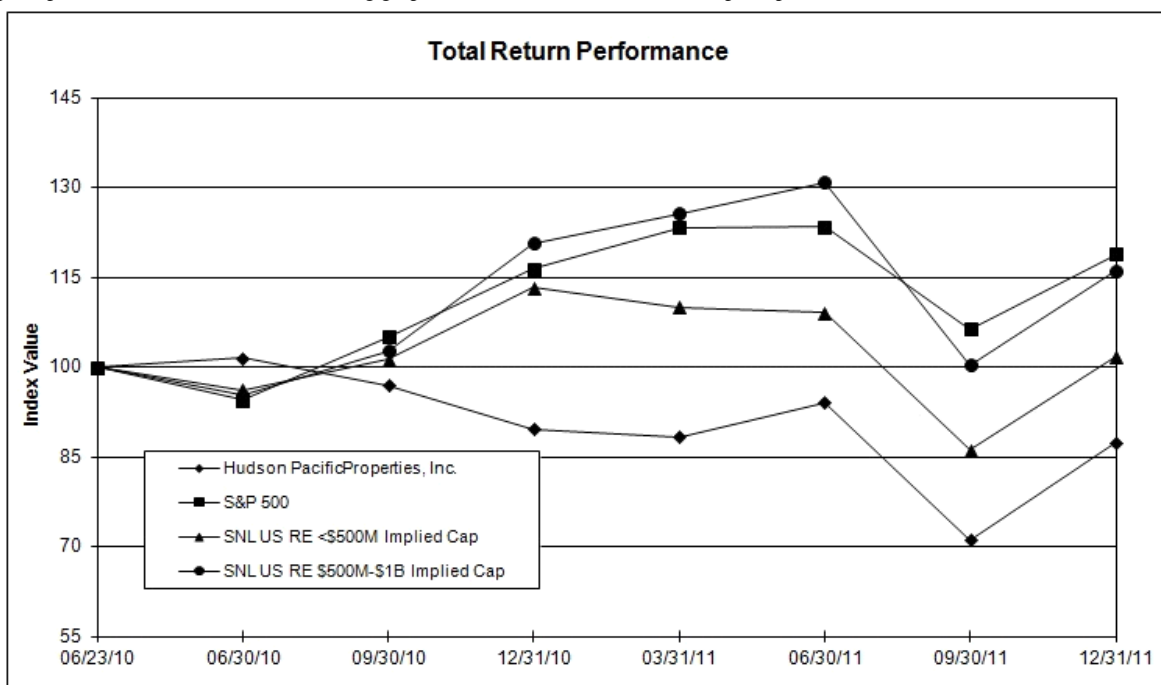
**Equity Compensation Plan Information**

Our equity compensation plan information required by this item is incorporated by reference to the information in Part III, Item 12 of this Annual Report on Form 10-K.

**Stock Performance Graph**

The information below shall not be deemed to be “soliciting material” or to be “filed” with the SEC or subject to Regulation 14A or 14C, other than as provided in Item 201 of Regulation S-K, or to the liabilities of Section 18 of the Exchange Act, except to the extent we specifically request that such information be treated as soliciting material or specifically incorporate it by reference into a filing under the Securities Act or the Exchange Act.

The following graph shows our cumulative total stockholder return for the period beginning with the initial listing of our common stock on the New York Stock Exchange on June 24, 2010 and ending on December 31, 2011. The graph assumes a \$100 investment in each of the indices on June 24, 2010 and the reinvestment of all dividends. The graph also shows the cumulative total returns of the Standard & Poor’s 500 Stock Index, or S&P Index, and an industry peer group. Our stock price performance shown in the following graph is not indicative of future stock price performance.



<i>Index</i>	<i>Period Ending</i>							
	<b>06/23/10</b>	<b>06/30/10</b>	<b>09/30/10</b>	<b>12/31/10</b>	<b>03/31/11</b>	<b>06/30/11</b>	<b>09/30/11</b>	<b>12/31/11</b>
Hudson Pacific Properties, Inc.	100.00	101.47	96.88	89.63	88.31	94.06	71.11	87.40
S&P 500	100.00	94.42	105.08	116.38	123.27	123.40	106.28	118.84
SNL US RE <\$500M Implied Cap	100.00	96.11	101.18	113.29	109.94	109.12	86.13	101.81

**Item 6. Selected Financial Data**

The following tables set forth, on a historical basis, selected financial and operating data. The financial information



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has been derived from our consolidated balance sheets and statements of operations. The following data should be read in conjunction with our financial statements and notes thereto and Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations included below in this Form 10-K.

**HUDSON PACIFIC PROPERTIES**  
(in thousands, except share, per share, square footage and occupancy data)  
Year Ended December 31,

	Consolidated		Historical Combined		
	2011	2010	2009	2008	2007
<b>Statements of Operations Data:</b>					
Revenues					
Office					
Rental	\$ 75,343	\$ 22,247	\$ 11,046	\$ 8,235	\$ 3,905
Tenant recoveries	22,102	3,115	2,024	1,504	620
Parking and other	7,763	1,141	252	41	—
Total office revenues	105,208	26,503	13,322	9,780	4,525
Media & entertainment					
Rental	21,617	\$ 20,931	\$ 19,916	\$ 22,075	\$ 4,215
Tenant recoveries	1,539	1,571	1,792	1,544	58
Other property-related revenue	13,638	11,397	9,427	13,509	2,917
Other	187	238	64	92	7
Total media & entertainment revenues	36,981	\$ 34,137	\$ 31,199	\$ 37,220	\$ 7,197
Total revenues	142,189	\$ 60,640	\$ 44,521	\$ 47,000	\$ 11,722
Operating expenses					
Office operating expenses	44,740	\$ 10,212	\$ 6,242	\$ 3,003	\$ 1,182
Media & entertainment operating expenses	22,446	19,815	19,545	23,881	4,899
General and administrative	13,038	4,493	—	—	—
Depreciation and amortization	44,660	15,912	10,908	9,693	3,592
Total operating expenses	124,884	\$ 50,432	\$ 36,695	\$ 36,577	\$ 9,673
Income from operations	17,305	10,208	\$ 7,826	\$ 10,423	\$ 2,049
Other expense (income)					
Interest expense	17,480	\$ 8,831	\$ 8,792	\$ 12,029	\$ 6,096
Interest income	(73)	(59)	(19)	(48)	(57)
Unrealized (gain) loss on interest rate contracts	—	(347)	(400)	835	24
Sale of Lot	—	—	—	208	—
Acquisition-related expenses	1,693	4,273	—	—	—
Other expenses	443	192	97	21	—
	19,543	\$ 12,890	\$ 8,470	\$ 13,045	\$ 6,063
Net loss	(2,238)	\$ (2,682)	\$ (644)	\$ (2,622)	\$ (4,014)
Less: Net income attributable to preferred stock and units	(8,108)	(817)	—	—	—
Less: Net income attributable to restricted shares	(231)	(50)	—	—	—
Less: Net (income) loss attributable to non-controlling interest in consolidated real estate entities	(803)	(119)	29	81	141
Add: Net loss attributable to common units in the Operating Partnership	946	418	—	—	—
Net loss attributable to Hudson Pacific Properties, Inc. shareholders' / controlling members' equity	\$ (10,434)	\$ (3,250)	\$ (615)	\$ (2,541)	\$ (3,873)
<b>Per-Share Data:</b>					
Net loss attributable to shareholders' per share—basic and diluted	\$ (0.35)	\$ —	\$ —	\$ —	\$ —
Weighted average shares of common stock outstanding—basic and diluted	29,392,920	—	—	—	—

**HUDSON PACIFIC PROPERTIES**  
(in thousands, except share, per share, square footage and occupancy data)  
Year Ended December 31,

Dividends declared per common share	\$ 0.5000	\$ 0.1921	—	—	—
	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
<b>Balance Sheet Data:</b>					
Investment in real estate, net	1,007,175	\$ 837,622	\$ 412,085	\$ 409,192	\$ 237,071
Total assets	1,152,791	1,004,565	448,234	446,037	264,930
Notes payable	399,871	342,060	189,518	185,594	167,531
Total liabilities	451,647	390,232	221,646	224,306	188,483
6.25% Series A cumulative redeemable preferred units of the Operating Partnership	12,475	12,475	—	—	—
Redeemable non-controlling interest in consolidated real estate entity	—	40,328	—	—	—
Series B cumulative redeemable preferred stock	87,500	87,500	—	—	—
Members' / stockholders' equity	537,813	408,346	223,240	218,449	74,654
Non-controlling partnership / members' interest	63,356	65,684	3,348	3,282	1,793
Total equity	<u>688,669</u>	<u>561,530</u>	<u>226,588</u>	<u>221,731</u>	<u>76,447</u>
Total liabilities and equity	<u>1,152,791</u>	<u>\$ 1,004,565</u>	<u>\$ 448,234</u>	<u>\$ 446,037</u>	<u>\$ 264,930</u>
<b>Other Data</b>					
Cash flows from					
Operating activities	32,082	7,619	4,538	20,049	(5,433)
Investing activities	(130,604)	(242,156)	(15,457)	(178,526)	(238,903)
Financing activities	63,352	279,718	8,800	163,794	244,832

**Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations**

The following discussion relates to our consolidated financial statements and should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this report. Statements contained in this Item 7: Management's Discussion and Analysis of Financial Condition and Results of Operations that are not historical facts may be forward-looking statements. Such statements are subject to certain risks and uncertainties, which could cause actual results to differ materially from those projected. Some of the information presented is forward-looking in nature, including information concerning projected future occupancy rates, rental rate increases, property development timing and investment amounts. Although the information is based on our current expectations, actual results could vary from expectations stated in this report. Numerous factors will affect our actual results, some of which are beyond our control. These include the breadth and duration of the current economic recession and its impact on our tenants, the strength of commercial and industrial real estate markets, market conditions affecting tenants, competitive market conditions, interest rate levels, volatility in our stock price and capital market conditions. You are cautioned not to place undue reliance on this information, which speaks only as of the date of this report. We assume no obligation to update publicly any forward-looking information, whether as a result of new information, future events, or otherwise, except to the extent we are required to do so in connection with our ongoing requirements under federal securities laws to disclose material information. For a discussion of important risks related to our business, and related to investing in our securities, including risks that could cause actual results and events to differ materially from results and events referred to in the forward-looking information, see Item 1A: Risk Factors and the discussion under the captions "—Forward-looking Statements" above and "—Liquidity and Capital Resources" below. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this report might not occur.

**Executive Summary**

Through our interest in Hudson Pacific Properties, L.P. (our operating partnership) and its subsidiaries, at December 31, 2011 our consolidated office portfolio consisted of approximately 3.6 million square feet, and our media and entertainment portfolio consisted of 0.9 million square feet. As of December 31, 2011, our consolidated office portfolio was 91.0% leased (including leases not yet commenced). Our media and entertainment properties were 70.1% leased for the trailing 12-month period ended December 31, 2011.

***Current Year Acquisitions, Repositionings and Financings.***

*Acquisitions.* In the third quarter of 2011 we completed three acquisitions, including 604 Arizona, 275 Brannan, and 625 Second Street on July 26, 2011, August 18, 2011 and September 9, 2011, respectively. On November 22, 2011 we acquired 6922 Hollywood Boulevard. On December 16, 2011 we acquired 6050 Sunset and 1445 Beachwood, which

together comprise 20,261 square feet of office property ancillary to our Sunset Gower property.

*Dispositions.* We did not dispose of any properties in 2011.

*Repositionings.* We generally select a property for repositioning at the time we purchase it. We often strategically purchase properties with large vacancies or expected near-term lease roll-over and use our knowledge of the property and submarket to determine the optimal use and tenant mix. A repositioning can consist of a range of improvements to a property, and may involve a complete structural renovation of a building to significantly upgrade the character of the property, or it may involve targeted remodeling of common areas and tenant spaces to make the property more attractive to certain identified tenants. Because each repositioning effort is unique and determined based on the property, tenants and overall trends in the general market and specific submarket, the results are varying degrees of depressed rental revenue and occupancy levels for the affected property, which impacts our results and, accordingly, comparisons of our performance from period to period. The repositioning process generally occurs over the course of months or even years. Although usually associated with newly-acquired properties, repositioning efforts can also occur at properties we already own; repositioning properties discussed in the context of this paragraph exclude acquisition properties where the plan for improvement is implemented as part of the acquisition. During 2011, we completed our repositioning of our 875 Howard Street property and acquired 275 Brannan for purposes of repositioning.

*Financings.* On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A. secured by our Sunset Gower and Sunset Bronson media and entertainment campuses. Proceeds from the loan were used to fully refinance a \$37.0 million mortgage loan secured by our Sunset Bronson property that was scheduled to mature on April 30, 2011. The remaining proceeds were used to partially pay down our \$200.0 million secured credit facility.

On June 1, 2011 we repaid the \$14.3 million loan secured by our Tierrasanta property, on September 1, 2011 we repaid the \$43.0 million loan secured by our First Financial property, and on December 12, 2011 we repaid the \$30.0 million loan secured by our 10950 Washington property.

In connection with our acquisitions of the 625 Second Street and 6922 Hollywood Boulevard properties, we assumed project-level financing of \$33.7 million and \$42.2 million, respectively, the first of which is scheduled to mature on February 1, 2014 and the second on January 1, 2015.

In connection with the aforementioned loan repayments and our 2011 property acquisitions we drew on our secured revolving credit facility, as follows: \$10.0 million on August 31, 2011, \$23.0 million on September 1, 2011, \$40.0 million on November 22, 2011, \$38.0 million on December 5, 2011 and \$10.0 million on December 27, 2011, resulting in a total outstanding balance under our secured revolving credit facility was \$121.0 million on December 31, 2011. Subsequent to year-end, we completed the financings and public offering described “—Subsequent Events” below and applied proceeds from those to repay indebtedness under its secured revolving credit facility such that there was no outstanding balance under the facility as of the date of this report.

We have no financing maturing in the 2012 calendar year.

#### **Basis of Presentation**

The accompanying consolidated financial statements are the consolidated financial statements of Hudson Pacific Properties, Inc. and our subsidiaries, including our operating partnership. The results of the properties described under “—Acquisitions” above are included in our consolidated results as of the date of their respective acquisition. Similarly, the financings described under “—Financings” above are included in our consolidated results on the date that the asset as to which a loan has been assumed was acquired or as of the date of the applicable loan draw in the case of draws under our secured credit facility. All significant intercompany balances and transactions have been eliminated in our consolidated financial statements.

For periods prior to 2010, we have reclassified certain other property-related revenue and tenant recoveries relating to our media and entertainment properties that had been included as an offset to corresponding operating expenses, such that our media and entertainment rental revenue, other property-related revenue, and tenant recoveries, and our media and entertainment operating expenses reflect the gross revenue and gross expenses, as applicable, without regard to such offset. In addition, for periods prior to 2011, we have reclassified office related parking revenue from tenant recoveries to parking and other. These reclassifications conform the periods prior to 2011 with the current period presentation.

The accompanying financial statements have been prepared pursuant to the rules and regulations of the SEC, and they include, in our opinion, all adjustments, consisting of normal recurring adjustments, necessary to present fairly the financial information set forth therein.

## Factors That May Influence Our Operating Results

### *Business and Strategy*

We focus our investment strategy on office properties located in submarkets with growth potential as well as on underperforming properties or portfolios that provide opportunities to implement a value-add strategy to increase occupancy rates and cash flow. Additionally, we intend to acquire properties or portfolios that are distressed due to near-term debt maturities or underperforming properties where we believe better management, focused leasing efforts and/or capital improvements would improve the property's operating performance and value. Our strategy also includes active management, aggressive leasing efforts, focused capital improvement programs, the reduction and containment of operating costs and an emphasis on tenant satisfaction, which we believe will minimize turnover costs and improve occupancy.

From the acquisition of our first property in February 2007 through December 2011, we have acquired or developed properties totaling an aggregate of approximately 4.4 million square feet. We intend to pursue acquisitions of additional properties as a key part of our growth strategy, often including properties that may have substantial vacancy, which enables us to increase cash flow through lease-up. We expect to continue to acquire properties subject to existing mortgage financing and other indebtedness or to incur indebtedness in connection with acquiring or refinancing these properties. Debt service on such indebtedness will have a priority over any dividends with respect to our common or series B preferred stock and our common and series A preferred units.

### *Rental Revenue*

The amount of net rental revenue generated by the properties in our portfolio depends principally on our ability to maintain the occupancy rates of currently leased space and to lease currently available space and space that becomes available from lease terminations. As of December 31, 2011, the percent leased for our office properties was approximately 91.0% (or 88.6%, excluding leases signed but not commenced as of that date), and the percent leased for the media and entertainment properties (based on 12-month trailing average) was approximately 70.1%. The amount of rental revenue generated by us also depends on our ability to maintain or increase rental rates at our properties. We believe that the average rental rates for our office properties are generally equal to or modestly below the current average quoted market rate, with the exception of our lease of 94,505 square feet to Burlington Coat Factory at our 875 Howard Street property and our lease of approximately 835,649 square feet to Bank of America at our 1455 Market property, which we believe to be substantially below-market rates. We believe the average rental rates for our media and entertainment properties are generally equal to current average quoted market rates. Negative trends in one or more of these factors could adversely affect our rental revenue in future periods. Future economic downturns or regional downturns affecting our submarkets or downturns in our tenants' industries that impair our ability to renew or re-let space and the ability of our tenants to fulfill their lease commitments, as in the case of tenant bankruptcies, could adversely affect our ability to maintain or increase rental rates at our properties. In addition, growth in rental revenue will also partially depend on our ability to acquire additional properties that meet our investment criteria.

### *Conditions in Our Markets*

The properties in our portfolio are all located in California submarkets. Positive or negative changes in economic or other conditions in California, including the state budgetary shortfall, employment rates, natural hazards and other factors, may impact our overall performance.

### *Operating Expenses*

Our operating expenses generally consist of utilities, property and *ad valorem* taxes, insurance and site maintenance costs. Increases in these expenses over tenants' base years are generally passed on to tenants in our full-service gross leased properties and are generally paid in full by tenants in our net lease properties. Certain of our properties have been reassessed for property tax purposes as a result of our initial public offer or their subsequent acquisition and other reassessments remain pending. In the case of completed reassessments, the amount of property taxes we pay reflect the valuations established with the county assessors for the relevant locations of each property as of the initial public offering or their subsequent acquisition. With respect to pending reassessments, we similarly expect the amount of property taxes we pay to reflect the valuations established with such county assessors.

### *Taxable REIT Subsidiary*

As part of the formation transactions, we formed Hudson Pacific Services, Inc., or our services company, a Maryland corporation that is wholly owned by our operating partnership. We have elected, together with our services company, to treat

our services company as a taxable REIT subsidiary for federal income tax purposes, and we may form additional taxable REIT subsidiaries in the future. Our services company generally may provide both customary and non-customary services to our tenants and engage in other activities that we may not engage in directly without adversely affecting our qualification as a REIT. Our services company and its wholly owned subsidiaries provide a number of services to certain tenants at our media and entertainment properties and, from time to time, one or more taxable REIT subsidiaries may provide services to our tenants at these and other properties. In addition, our operating partnership has contributed some or all of its interests in certain wholly owned subsidiaries or their assets to our services company. We currently lease space to wholly owned subsidiaries of our services company at our media and entertainment properties and may, from time to time, enter into additional leases with one or more taxable REIT subsidiaries. Any income earned by our taxable REIT subsidiaries will not be included in our taxable income for purposes of the 75% or 95% gross income tests, except to the extent such income is distributed to us as a dividend, in which case such dividend income will qualify under the 95%, but not the 75%, gross income test. Because a taxable REIT subsidiary is subject to federal income tax, and state and local income tax (where applicable), as a regular C corporation, the income earned by our taxable REIT subsidiaries generally will be subject to an additional level of tax as compared to the income earned by our other subsidiaries.

### **Critical Accounting Policies**

Our discussion and analysis of the historical financial condition and results of operations of Hudson Pacific Properties, Inc. are based upon our financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The preparation of these financial statements in conformity with GAAP requires management to make estimates and assumptions in certain circumstances that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses in the reporting period. Actual amounts may differ from these estimates and assumptions. We have provided a summary of our significant accounting policies in the notes to our financial statements included elsewhere in this Annual Report on Form 10-K. We have summarized below those accounting policies that require material subjective or complex judgments and that have the most significant impact on our financial conditions and results of operations. We evaluate these estimates on an ongoing basis, based upon information currently available and on various assumptions that we believe are reasonable as of the date hereof. Other companies in similar businesses may use different estimation policies and methodologies, which may impact the comparability of our results of operations and financial conditions to those of other companies.

#### ***Investment in Real Estate Properties***

The properties in our portfolio are carried at cost, less accumulated depreciation and amortization. We account for the cost of an acquisition, including the assumption of liabilities, to the acquired tangible assets and identifiable intangibles based on their estimated fair values in accordance with GAAP. We assess fair value based on estimated cash flow projections that utilize appropriate discount and/or capitalization rates and available market information. Estimates of future cash flows are based on a number of factors, including historical operating results, known and anticipated trends, and market and economic conditions. The fair value of tangible assets of an acquired property considers the value of the property as if it was vacant. Acquisition-related expenses are expensed in the period incurred.

#### ***Impairment of Long-Lived Assets***

We assess the carrying value of real estate assets and related intangibles whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable in accordance with GAAP. Impairment losses are recorded on real estate assets held for investment when indicators of impairment are present and the future undiscounted cash flows estimated to be generated by those assets are less than the assets’ carrying amount. We recognize impairment losses to the extent the carrying amount exceeds the fair value of the properties. Properties held for sale are recorded at the lower of cost or estimated fair value less cost to sell. We did not record any impairment charges related to our real estate assets and related intangibles during the years ended December 31, 2011 and 2010.

#### ***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable consist of amounts due for monthly rents and other charges. We maintain an allowance for doubtful accounts, including an allowance for straight-line rent receivables, for estimated losses resulting from tenant defaults or the inability of tenants to make contractual rent and tenant recovery payments. We monitor the liquidity and creditworthiness of our tenants and operators on an ongoing basis. This evaluation considers industry and economic conditions, property performance, credit enhancements and other factors. For straight-line rent amounts, our assessment is based on amounts estimated to be recoverable over the term of the lease. At December 31, 2011, management believed that the collectability of straight-line rent balances are reasonably assured; however, a \$21 allowance was established against straight-line rent receivables. We evaluate the collectability of accounts receivable based on a combination of factors. The allowance for doubtful accounts is based on specific identification of uncollectible accounts and our historical collection experience. We

recognize an allowance for doubtful accounts based on the length of time the receivables are past due, the current business environment and our historical experience. Historical experience has been within management's expectations.

### ***Revenue Recognition***

We recognize rental revenue from tenants on a straight-line basis over the lease term when collectability is reasonably assured and the tenant has taken possession or controls the physical use of the leased asset. For assets acquired subject to leases, we recognize revenue upon acquisition of the asset, provided the tenant has taken possession or controls the physical use of the leased asset. If the lease provides for tenant improvements, we determine whether the tenant improvements, for accounting purposes, are owned by the tenant or us. When we are the owner of the tenant improvements, the tenant is not considered to have taken physical possession or have control of the physical use of the leased asset until the tenant improvements are substantially completed. When the tenant is the owner of the tenant improvements, any tenant improvement allowance that is funded is treated as a lease incentive and amortized as a reduction of revenue over the lease term. Tenant improvement ownership is determined based on various factors including, but not limited to:

- whether the lease stipulates how and on which items a tenant improvement allowance may be spent;
- whether the tenant or landlord retains legal title to the improvements at the end of the lease term;
- whether the tenant improvements are unique to the tenant or general-purpose in nature; and
- whether the tenant improvements are expected to have any residual value at the end of the lease.

Certain leases provide for additional rents contingent upon a percentage of the tenant's revenue in excess of specified base amounts or other thresholds. Such revenue is recognized when actual results reported by the tenant, or estimates of tenant results, exceed the base amount or other thresholds. Such revenue is recognized only after the contingency has been removed (when the related thresholds are achieved), which may result in the recognition of rental revenue in periods subsequent to when such payments are received.

Other property-related revenue is revenue that is derived from the tenants' use of lighting, equipment rental, parking, power, HVAC and telecommunications (telephone and internet). Other property-related revenue is recognized when these items are provided.

Tenant recoveries related to reimbursement of real estate taxes, insurance, repairs and maintenance, and other operating expenses are recognized as revenue in the period the applicable expenses are incurred. The reimbursements are recognized and presented gross, as we are generally the primary obligor with respect to purchasing goods and services from third-party suppliers, and we have discretion in selecting the supplier and bear the associated credit risk.

We recognize gains on sales of properties upon the closing of the transaction with the purchaser. Gains on properties sold are recognized using the full accrual method when (i) the collectability of the sales price is reasonably assured, (ii) we are not obligated to perform significant activities after the sale, (iii) the initial investment from the buyer is sufficient and (iv) other profit recognition criteria have been satisfied. Gains on sales of properties may be deferred in whole or in part until the requirements for gain recognition have been met.

### ***Stock Based Compensation***

ASC Topic 718, Compensation—Stock Compensation (referred to as ASC Topic 718 and formerly known as FASB 123R), requires us to recognize an expense for the fair value of equity-based compensation awards. Grants of stock options, restricted stock, restricted stock units and performance units under our equity incentive award plans are accounted for under ASC Topic 718. Our compensation committee will regularly consider the accounting implications of significant compensation decisions, especially in connection with decisions that relate to our equity incentive award plans and programs.

### ***Income Taxes***

Our taxable income prior to the completion of our initial public offering is reportable by the members of the limited liability companies that comprise our predecessor. Our property-owning subsidiaries are limited liability companies and are treated as pass-through entities for income tax purposes. Accordingly, no provision has been made for federal income taxes in the accompanying consolidated financial statements for the activities of these entities.

We have elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended (the "Code") commencing with our initial taxable year. We believe that we have operated, and we intend to continue operating, in a manner that will allow us to qualify as a REIT for federal income tax purposes. To qualify as a REIT, we are required to distribute at least 90% of our REIT taxable income to our stockholders and meet the various other requirements imposed by the Code relating to such matters as operating results, asset holdings, distribution levels and diversity of stock ownership. Provided that

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we continue to qualify for taxation as a REIT, we are generally not subject to corporate level income tax on the earnings distributed currently to our stockholders that we derive from our REIT qualifying activities. If we fail to qualify as a REIT in any taxable year, and are unable to avail ourselves of certain savings provisions set forth in the Code, all of our taxable income would be subject to federal income tax at regular corporate rates, including any applicable alternative minimum tax. Unless entitled to relief under specific statutory provisions, we would be ineligible to elect to be treated as a REIT for the four taxable years following the year for which we lose our qualification. It is not possible to state whether in all circumstances we would be entitled to this statutory relief.

We have elected to treat one of our subsidiaries as a taxable REIT subsidiary. Certain activities that we may undertake, such as non-customary services for our tenants and holding assets that we cannot hold directly, will be conducted by a taxable REIT subsidiary. A taxable REIT subsidiary is subject to federal and, where applicable, state income taxes on its net income.

We are subject to the statutory requirements of the state in which we conduct business.

## Results of Operations

The following table identifies each of the properties in our portfolio acquired through December 31, 2011 and their date of acquisition.

Properties	Acquisition/Completion	
	Date	Square Feet
875 Howard Street	2/15/2007	286,270
Sunset Gower	8/17/2007	544,602
Sunset Bronson	1/30/2008	313,723
Technicolor Building	6/1/2008	114,958
City Plaza	8/26/2008	333,922
First Financial	6/29/2010	222,423
Tierrasanta	6/29/2010	104,234
Del Amo Office	8/13/2010	113,000
9300 Wilshire Boulevard	8/24/2010	61,224
222 Keamy	10/8/2010	148,797
1455 Market	12/16/2010	1,012,012
Rincon Center <sup>(1)</sup>	12/16/2010	580,850
10950 Washington	12/22/2010	158,873
604 Arizona	7/26/2011	44,260
275 Brannan	8/19/2011	51,710
625 Second Street	9/1/2011	136,906
6922 Hollywood Boulevard	11/22/2011	205,523
6050 Ocean Way & 1445 N. Beachwood Drive	12/16/2011	20,761
Total		<u>4,454,048</u>

(1) We acquired a 51% joint venture interest in the Rincon Center property on December 16, 2010. On April 29, 2011 we acquired the remaining 49% interest in the Rincon Center property for approximately \$38.7 million (before closing costs and prorations).

All amounts and percentages used in this discussion of our results of operations are calculated using the numbers presented in the financial statements contained in this report rather than the rounded numbers appearing in this discussion.

***Comparison of the year ended December 31, 2011 to the year ended December 31, 2010***

***Revenue***

***Total Office Revenue.*** Total office revenue consists of rental revenue, tenant recoveries and other revenue. Total office revenues increased \$78.7 million, or 297.0%, to \$105.2 million for the year ended December 31, 2011 compared to \$26.5 million for the year ended December 31, 2010. The period over period changes in the items that comprise total revenue are attributable primarily to the factors discussed below.

***Office Rental Revenue.*** Office rental revenue includes rental revenues from our office properties and percentage rent on retail space contained within those properties. Total office rental revenue increased \$53.1 million, or 238.7%, to \$75.3 million for the year ended December 31, 2011 compared to \$22.2 million for the year ended December 31, 2010. The increase in rental revenue from a year ago was primarily the result of rental revenue from office properties acquired during the third and fourth quarters of 2010 and 2011.

***Office Tenant Recoveries.*** Office tenant recoveries increased \$19.0 million, or 609.5%, to \$22.1 million for the year ended December 31, 2011 compared to \$3.1 million for the year ended December 31, 2010. The increase in tenant recoveries was primarily the result of recoveries from office properties acquired during the third and fourth quarters of 2010 and 2011.

***Office Parking and Other Revenue.*** Parking and other revenue increased \$6.6 million, or 580.4%, to \$7.8 million for the year ended December 31, 2011 compared to \$1.1 million for the year ended December 31, 2010. The increase in parking and other revenue was primarily the result of the parking revenues from offices acquired during the third and fourth quarters of 2010 and 2011 and the early lease termination revenue from a single floor tenant at our City Plaza project.

***Total Media & Entertainment Revenue.*** Total media and entertainment revenue consists of rental revenue, tenant recoveries, other property-related revenue and other revenue. Total media and entertainment revenues increased \$2.8 million, or 8.3%, to \$37.0 million for the year ended December 31, 2011 compared to \$34.1 million for the year ended December 31, 2010. The period over period changes in the items that comprise total media and entertainment revenue are primarily attributable to the factors discussed below.

***Media & Entertainment Rental Revenue.*** Media and entertainment rental revenue includes rental revenues from our media and entertainment properties and percentage rent on retail space contained within those properties. Total media and entertainment rental revenue increased \$0.7 million, or 3.3%, to \$21.6 million for the year ended December 31, 2011 as compared to \$20.9 million for the year ended December 31, 2010. The increase in rental revenue was primarily due to improved rental rates at our media and entertainment properties and improved occupancy at our Sunset Bronson property, partially offset by lower occupancy at our Sunset Gower property.

***Media & Entertainment Tenant Recoveries.*** Tenant recoveries remained relatively flat at \$1.5 million for the year ended December 31, 2011 as compared to \$1.6 million for the year ended December 31, 2010.

***Media & Entertainment Other Property-Related Revenue.*** Other property-related revenue is revenue that is derived from the tenants' rental of lighting and other equipment, parking, power, HVAC and telecommunications (telephone and internet services). Total other property-related revenue increased \$2.2 million, or 19.7%, to \$13.6 million for the year ended December 31, 2011 compared to \$11.4 million for the year ended December 31, 2010. The increase in other property-related revenue was primarily due to an increase in lighting equipment rental revenue, parking revenue and telecom revenue relating to higher production activity associated with improved tenant concentration at our media and entertainment properties.

***Operating Expenses***

***Total Operating Expenses.*** Total operating expenses consist of property operating expenses, as well as property-level general and administrative expenses, other property-related expenses, management fees and depreciation and amortization. Total operating expenses increased \$74.5 million, or 147.6%, to \$124.9 million for the year ended December 31, 2011 compared to \$50.4 million for the year ended December 31, 2010. Changes in total operating expenses are primarily attributable to the factors discussed below.

***Office Operating Expenses.*** Office operating expenses increased \$34.5 million, or 338.1%, to \$44.7 million for the year ended December 31, 2011 compared to \$10.2 million for the year ended December 31, 2010. The increase in office operating expenses was primarily due to the acquisitions of office properties during the third and fourth quarters of 2010 and



2011, which was partially offset by certain property tax reassessment savings, mostly associated with our City Plaza property.

*Media & Entertainment Operating Expenses.* Media and entertainment operating expenses increased \$2.6 million, or 13.3%, to \$22.4 million for the year ended December 31, 2011 compared to \$19.8 million for the year ended December 31, 2010. The increase in operating expenses was due to an increase in other property-related expenses, primarily lighting and other equipment rental expenses, resulting from higher production activity at our media and entertainment properties. The operating expenses for the year ended December 31, 2010 also reflects \$1.1 million of property tax reassessment savings that did not recur in 2011.

*General and Administrative Expenses.* General and administrative expenses includes wages and salaries for corporate-level employees, accounting, legal and other professional services, office supplies, entertainment, travel, and automobile expenses, telecommunications and computer-related expenses, and other miscellaneous items. Since the IPO, 2010 private placement and formation transactions did not occur until June 29, 2010, the year ended December 31, 2010 only includes general and administrative expenses for corporate-level operations beginning June 29, 2010 and thereafter. We incurred \$13.0 million of general and administration expenses for our corporate-level operations for the year ended December 31, 2011 compared to \$4.5 million of expenses for our corporate-level operations over the period commencing on June 29, 2010 and ending December 31, 2010.

*Depreciation and Amortization.* Depreciation expense increased \$28.7 million, or 180.7%, to \$44.7 million for year ended December 31, 2011 compared to \$15.9 million for the year ended December 31, 2010. The increase was primarily due to the depreciation associated with the acquisitions of office properties acquired during the third and fourth quarters of 2010 and 2011.

#### ***Other Expense (Income)***

*Interest Expense.* Interest expense increased \$8.6 million, or 97.9%, to \$17.5 million for the year ended December 31, 2011 compared to \$8.8 million for the year ended December 31, 2010. The increase was primarily due to the increased indebtedness associated with the acquisitions of office properties during the third and fourth quarters of 2010 and 2011.

*Unrealized Gain on Interest Rate Contracts.* Unrealized gain on interest rate contracts decreased by \$0.3 million for the year ended December 31, 2011 as compared to the year ended December 31, 2010 as a result of the expiration of an interest rate contract that was not accounted for as an effective cash flow hedge.

*Acquisition-Related Expenses.* Acquisition-related expenses decreased \$2.6 million, or 60.4%, to \$1.7 million for year ended December 31, 2011 compared to \$4.3 million for the year ended December 31, 2010. The decrease was a result of lower acquisition activity for the year ended December 31, 2011 compared to the acquisition activity during 2010 that included our IPO and the related formation transactions.

#### ***Net Loss***

Net loss for the year ended December 31, 2011 was \$2.2 million compared to net loss of \$2.7 million for the year ended December 31, 2010. The decrease in net loss was primarily due to higher office and media and entertainment revenues and lower acquisition-related expenses, partially offset by higher operating expenses, higher general and administrative expenses, higher depreciation and amortization expenses, and higher interest expenses, all as described above.

#### ***Comparison of year ended December 31, 2010 to year ended December 31, 2009***

##### ***Revenue***

*Total Office Revenue.* Total office revenue consists of rental revenue, tenant recoveries and other revenue. Total office revenues increased by \$13.2 million, or 98.9%, to \$26.5 million for the year ended December 31, 2010 compared to \$13.3 million for the year ended December 31, 2009. The period over period changes in the items that comprise total revenue are attributable primarily to the factors discussed below.

*Office Rental Revenue.* Office rental revenue includes rental revenues from our office properties, percentage rent on retail space contained within those properties and lease termination income. Total office rental revenue increased by \$11.2 million, or 101.4%, to \$22.2 million for the year ended December 31, 2010 compared to \$11.0 million for the year ended December 31, 2009. The increase in rental revenues was primarily due to the acquisitions of the Tierrasanta, First Financial, Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, 1455 Market, Rincon Center joint venture and 10950

Washington office properties, together with an increase in average occupancy year-over-year for our City Plaza and 875 Howard Street office properties.

*Office Tenant Recoveries.* Office tenant recoveries increased by \$1.1 million, or 53.9%, to \$3.1 million for the year ended December 31, 2010 compared to \$2.0 million for the year ended December 31, 2009. The increase in tenant recoveries was primarily due to the acquisitions of Tierrasanta, First Financial, Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, 1455 Market, Rincon Center joint venture and 10950 Washington office properties, together with an increase in average occupancy year-over-year for our City Plaza and 875 Howard Street office properties.

*Office Parking and Other Revenue.* Parking and other revenue increased by \$0.9 million or 352.8% to \$1.1 million for the year ended December 31, 2010 compared to \$0.3 million for the year ended December 31, 2009. The increase in parking and other revenue was primarily due to the acquisitions of Tierrasanta, First Financial, Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, 1455 Market, Rincon Center joint venture and 10950 Washington office properties, together with an increase in average occupancy year-over-year for our City Plaza and 875 Howard Street office properties.

*Total Media & Entertainment Revenue.* Total media and entertainment revenue consists of rental revenue, tenant recoveries, other property-related revenue and other revenue. Total media and entertainment revenues increased \$2.9 million, or 9.4%, to \$34.1 million for the year ended December 31, 2010 compared to \$31.2 million for the year ended December 31, 2009. The period over period changes in the items that comprise total media and entertainment revenue are primarily attributable to the factors discussed below.

*Media & Entertainment Rental Revenue.* Media and entertainment rental revenue includes rental revenues from our media and entertainment properties, percentage rent on retail space contained within those properties and lease termination income. Total media and entertainment rental revenue increased \$1.0 million, or 5.1%, to \$20.9 million for the year ended December 31, 2010 compared to \$19.9 million for the year ended December 31, 2009. The increase in rental revenue was primarily due to an increase in average occupancy year over year at our media and entertainment campuses.

*Media & Entertainment Tenant Recoveries.* Media and entertainment tenant recoveries remained relatively flat at \$1.6 million for the year ended December 31, 2010 compared to \$1.8 million for the year ended December 31, 2009.

*Media & Entertainment Other Property-Related Revenue.* Media and entertainment other property-related revenue is revenue that is derived from the tenants' rental of lighting and other equipment, parking, power, HVAC and telecommunications (telephone and internet services). Total other property-related revenue decreased \$2.0 million, or 20.9%, to \$11.4 million for the year ended December 31, 2010 compared to \$9.4 million for the year ended December 31, 2009. The increase in other property-related revenue was primarily due to an increase in lighting equipment rental revenue, parking revenue and telecommunications revenue relating to higher production activity at our media and entertainment campuses.

### ***Operating Expenses***

*Total Operating Expenses.* Total operating expenses consist of office and media and entertainment operating expenses, as well as general and administrative expenses, and depreciation and amortization. Total operating expenses increased by \$13.7 million, or 37.4%, to \$50.4 million for the year ended December 31, 2010 compared to \$36.7 million for the year ended December 31, 2009. Changes in total operating expenses are primarily attributable to the factors discussed below.

*Office Operating Expenses.* Office operating expenses increased by \$4.0 million, or 63.6%, to \$10.2 million for the year ended December 31, 2010 compared to \$6.2 million for the year ended December 31, 2009. The increase was primarily due to the acquisitions of Tierrasanta, First Financial, Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, 1455 Market, Rincon Center joint venture and 10950 Washington office properties, together with an increase in average occupancy year-over-year for our City Plaza and 875 Howard Street office properties.

*Media & Entertainment Operating Expenses.* Media and entertainment operating expenses increased by \$0.3 million, or 1.4%, to \$19.8 million for the year ended December 31, 2010 compared to \$19.5 million for the year ended December 31, 2009. The increase in operating expenses was due to an increase in other property-related expenses, primarily lighting and other equipment rental expenses resulting from higher production activity at our media and entertainment properties. The increase was partially offset by a \$1.1 million property tax reassessment savings received in October 2010.

*General and Administrative Expenses.* General and administrative expenses include wages and salaries for corporate-level employees, accounting, legal and other professional services, office supplies, entertainment, travel and automobile expenses, telecommunications and computer-related expenses and other miscellaneous items. Since our initial public offering and formation transactions did not occur until June 29, 2010, the year ended December 31, 2009 does not include general and administrative expenses for corporate-level operations. Subsequent to our initial public offering, we

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incurred \$4.5 million of general and administration expenses for our corporate-level operations for the year ended December 31, 2010.

*Depreciation and Amortization.* Depreciation and amortization expense increased \$5.0 million, or 45.9%, to \$15.9 million for the year ended December 31, 2010 compared to \$10.9 million for the year ended December 31, 2009. The increase was primarily due to the acquisitions of the Tierrasanta, First Financial, Del Amo, 9300 Wilshire Boulevard, 222 Kearny Street, 1455 Market, Rincon Center joint venture and 10950 Washington office properties, together with an increase in average occupancy year-over-year for our City Plaza property and the completion of the renovation of our 875 Howard Street office property.

### ***Other Expense (Income)***

*Interest Expense.* Interest expense remained flat at \$8.8 million for the year ended December 31, 2010 compared to \$8.8 million for the year ended December 31, 2009. The results reflect higher interest expense associated with loans assumed in connection with our acquisition of the Tierrasanta, First Financial, Rincon Center joint venture and 10950 Washington office properties and draws on our secured revolving credit facility, offset by the repayment of indebtedness in connection with our initial public offering, private placement and formation transactions on June 29, 2010.

*Unrealized Gain on Interest Rate Contracts.* Unrealized gain on interest rate contracts remained relatively flat at \$0.3 million for the year ended December 31, 2010 as compared to \$0.4 million for the year ended December 31, 2009.

*Acquisition-Related Expenses.* Acquisition-related expenses were \$4.3 million for the year ended December 31, 2010, with no comparable expenses for the year ended December 31, 2009. The increase was due to transactional costs relating to our initial public offering and related formation transactions and transactional costs relating to our acquisitions of the Tierrasanta, First Financial, Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, Rincon Center joint venture, 1455 Market and 10950 Washington office properties.

### ***Net Loss***

Net loss for the year ended December 31, 2010 was \$2.7 million compared to net loss of \$0.6 million for the year ended December 31, 2009. The increase in net loss was primarily due to higher operating expenses at our office and media and entertainment properties, higher general and administrative expenses, higher depreciation and amortization expenses and transactional costs relating to our acquisitions of properties in connection with our initial public offering and related formation transactions and our acquisitions of the Del Amo Office, 9300 Wilshire Boulevard, 222 Kearny Street, Rincon Center joint venture and 10950 Washington office properties, partially offset by higher office and media and entertainment revenue, all as described above.

## **Liquidity and Capital Resources**

### ***Analysis of Liquidity and Capital Resources***

We had approximately \$13.7 million of cash and cash equivalents at December 31, 2011. In addition, the lead arrangers for our secured revolving credit facility have secured commitments that will allow borrowings of up to \$200.0 million. As of December 31, 2011, we had total borrowing capacity of approximately \$159.9 million on our secured credit facility, of which \$121.0 million had been drawn.

On January 19, 2012, we closed a ten-year term loan totaling \$43.0 million with PNC Bank, National Association secured by the First Financial Plaza property. On January 23, 2012 we closed the public offering of 2,300,000 shares of our 8.375% series B cumulative preferred stock with a liquidation preference of \$25.00 per share. On February 11, 2012, we closed a 10-year term loan totaling \$30.0 million with Cantor Commercial Real Estate Lending, L.P., secured by our 10950 Washington property. We used \$40.0 million of proceeds from the First Financial Plaza financing, \$56.0 million of proceeds from the series B preferred stock offering and \$25.0 million of proceeds from the 10950 Washington financing, to fully pay down our \$200.0 million secured credit facility. As a result, as of the filing of this report we have capacity of approximately \$159.9 million on our secured credit facility, none of which has been drawn. We intend to use the secured revolving credit facility, among other things, to finance the acquisition of other properties, to provide funds for tenant improvements and capital expenditures and to provide for working capital and other corporate purposes.

Based on the closing price of our common stock of \$15.03 as of March 1, 2012, our ratio of debt to total market capitalization was approximately 36.3% (counting series A preferred units as debt). Our total market capitalization is defined as the sum of the market value of our outstanding common stock (which may decrease, thereby increasing our debt to total capitalization ratio), including restricted stock that we may issue to certain of our directors and executive officers, plus the

aggregate value of common units not owned by us, plus the liquidation preference of outstanding series A preferred units, plus the liquidation preference of outstanding series B preferred stock, plus the book value of our total consolidated indebtedness.

Our short-term liquidity requirements primarily consist of operating expenses and other expenditures associated with our properties, distributions to our limited partners and dividend payments to our stockholders required to maintain our REIT status, capital expenditures and, potentially, acquisitions. We expect to meet our short-term liquidity requirements through net cash provided by operations, reserves established from existing cash and by drawing upon our secured revolving credit facility.

Our long-term liquidity needs consist primarily of funds necessary for the repayment of debt at maturity, property acquisitions and non-recurring capital improvements. We expect to meet our long-term liquidity requirements with net cash from operations, long-term secured and unsecured indebtedness and the issuance of equity and debt securities. We also may fund property acquisitions and non-recurring capital improvements using our secured revolving credit facility pending permanent financing.

We believe we have access to multiple sources of capital to fund our long-term liquidity requirements, including the incurrence of additional debt and the issuance of additional equity. However, we cannot assure you that this is or will continue to be the case. Our ability to incur additional debt is dependent on a number of factors, including our degree of leverage, the value of our unencumbered assets and borrowing restrictions that may be imposed by lenders. Our ability to access the equity capital markets is dependent on a number of factors as well, including general market conditions for REITs and market perceptions about our company.

### ***Consolidated Indebtedness***

#### ***Senior Secured Revolving Credit Facility***

In conjunction with our initial public offering and formation transactions, we entered into a \$200.0 million secured revolving credit facility with a group of lenders for which an affiliate of Barclays Capital Inc. acts as administrative agent and joint lead arranger and affiliates of Merrill Lynch, Pierce, Fenner & Smith Incorporated act as syndication agent and joint lead arranger. Until it was amended on April 4, 2011, the credit facility bore interest at a rate per annum equal to LIBOR plus 325 basis points to 400 basis points, depending on our leverage ratio, subject to a LIBOR floor of 1.50%. On April 4, 2011, we amended this facility as described below.

The amount available for us to borrow under the facility is subject to the lesser of a percentage of the appraisal value of our properties that form the borrowing base of the facility and a minimum implied debt service coverage ratio. As a result of the April 4, 2011 amendment, the secured revolving credit facility now bears interest at a rate per annum equal to LIBOR plus 250 basis points to 325 basis points (down from 325 basis points to 400 basis points), depending on our leverage ratio, and is no longer subject to a LIBOR floor of 1.50%. The secured revolving credit facility continues to include an accordion feature that allows us to increase the availability by \$50.0 million, to \$250.0 million, under specified circumstances. Our ability to borrow under the facility is subject to continued compliance with a number of customary restrictive covenants, including:

- a maximum leverage ratio (defined as consolidated total indebtedness to total asset value) of 0.60:1.00;
- a minimum fixed charge coverage ratio (defined as consolidated earnings before interest, taxes; depreciation and amortization to consolidated fixed charges) of 1.75:1.00;
- a maximum consolidated floating rate debt ratio (defined as consolidated floating rate indebtedness to total asset value) of 0.25:1.00;
- a maximum recourse debt ratio (defined as recourse indebtedness other than indebtedness under the revolving credit facility but including unsecured lines of credit to total asset value) of 0.15:1.00; and
- a minimum tangible net worth equal to at least 85% of our tangible net worth at the closing of our IPO plus 75% of the net proceeds of any additional equity issuances.

At December 31, 2011, we are in compliance with these covenants. As of December 31, 2011, we had total borrowing capacity of approximately \$159.9 million on our secured credit facility, of which \$121.0 million had been drawn.

### ***Outstanding Indebtedness***

The following table sets forth information as of December 31, 2011 with respect to our outstanding indebtedness.

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Debt	Outstanding Indebtedness	Interest Rate <sup>(1)</sup>	Annual Debt Service (in thousands)	Maturity Date	Balance at Maturity (in thousands)
Secured Revolving Credit Facility	\$ 121,000	LIBOR+2.50% to 3.25%	\$ —	6/29/2013	\$ —
Mortgage loan secured by 625 Second Street <sup>(2)</sup>	33,700	5.85%	1,999	2/1/2014	33,700
Mortgage loan secured by 6922 Hollywood Boulevard <sup>(3)</sup>	42,174	5.58%	3,230	1/1/2015	39,422
Mortgage loan secured by Sunset Gower/Sunset Bronson <sup>(4)</sup>	92,000	LIBOR+3.50%	—	2/11/2016	89,681
Mortgage loan secured by Rincon Center	109,032	5.13%	7,195	5/1/2018	97,673
Subtotal	\$ 397,906				
Unamortized Loan Premium, net <sup>(5)</sup>	1,965				
<b>Total</b>	<b>\$ 399,871</b>				

- (1) Interest rate with respect to indebtedness is calculated on the basis of a 360-day year for the actual days elapsed, excluding the amortization of loan fees and costs.
- (2) This loan was assumed on September 1, 2011 in connection with the closing of our acquisition of the 625 Second Street property.
- (3) This loan was assumed on November 22, 2011 in connection with the closing of our acquisition of the 6922 Hollywood Boulevard property.
- (4) On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment properties. Proceeds from the loan were used to fully refinance a \$37.0 million mortgage loan secured by our Sunset Bronson property that was scheduled to mature on April 30, 2011. \$37.0 million of the loan was subject to an interest rate contract which swapped one-month LIBOR to a fixed rate of 0.75% through April 30, 2011. On March 16, 2011, we purchased an interest rate cap in order to cap one-month LIBOR at 3.715% with respect to \$50.0 million of the loan through its maturity on February 11, 2016. On January 11, 2012 we purchased an interest rate cap in order to cap one-month LIBOR at 2.00% with respect to \$42.0 million of the loan through its maturity on February 11, 2016.
- (5) Represents unamortized amount of the non-cash mark-to-market adjustment on debt associated with the 625 Second Street and 6922 Hollywood Boulevard properties.

**Contractual Obligations**

The following table provides information with respect to our commitments at December 31, 2011, including any guaranteed or minimum commitments under contractual obligations. The table does not reflect available debt extensions.

Contractual Obligation	Total	Payments Due by Period			
		Less than 1 year	1-3 years	3-5 years	More than 5 years
Principal payments on mortgage loans <sup>(1)</sup>	\$ 397,906,000	\$ 2,394,140	\$ 203,775,107	\$ 191,736,753	\$ —
Interest payments <sup>(1)(2)</sup>	65,048,962	17,112,221	34,521,596	13,415,145	—
Operating leases	413,258	187,637	225,621	—	—
Tenant-related commitments	10,447,905	10,447,905	—	—	—
Ground leases <sup>(3)</sup>	51,774,188	1,231,201	3,693,603	3,693,603	43,155,781
<b>Total:</b>	<b>\$ 525,590,313</b>	<b>\$ 31,373,104</b>	<b>\$ 242,215,927</b>	<b>\$ 208,845,501</b>	<b>\$ 43,155,781</b>

- (1) As of December 31, 2011, we had drawn approximately \$121.0 million under our secured revolving credit facility. Subsequent to December 31, 2011, we repaid approximately \$121.0 million of our secured credit facility.
- (2) Interest rates with respect to indebtedness are calculated on the basis of a 360 day year for the actual days elapsed. The indebtedness encumbering the Sunset Bronson property is floating rate indebtedness, subject to a secured interest rate contract that went effective upon the consummation of our initial public offering and the formation transactions on June 29, 2010, which swapped one-month LIBOR to a fixed rate of 0.75%. On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment campuses. The loan bears interest at a rate equal to one-month LIBOR plus 3.50%. \$37.0 million of the loan is currently subject to the interest rate contract, which swapped one-month LIBOR to a fixed rate of 0.75% through April 30, 2011. On March 16, 2011, we purchased an interest rate cap in order to cap one-month LIBOR at 3.715% on \$50.0 million of the loan through its maturity on February 11, 2016. Proceeds from the loan were used to fully refinance a \$37.0 million mortgage loan secured by our Sunset Bronson campus that was scheduled to mature on April 30, 2011. The remaining proceeds were used to partially pay down our secured credit facility. As a result, as of February 15, 2011 \$38.5 million of our secured credit facility had been drawn.
- (3) Reflects current annual base rents of \$181,200, \$1, \$975,000 and \$75,000 under the Sunset Gower, Del Amo Office, 222 Kearny Street and 9300 Wilshire ground leases, expiring March 31, 2060, June 30, 2049, June 14, 2054 and August 14, 2032, respectively. Assumes Sunset Gower and 222 Kearny ground rent is fixed at the current rent, although such ground rent is subject to periodic adjustments.

**Off Balance Sheet Arrangements**

At December 31, 2011, we did not have any off-balance sheet arrangements.

## Cash Flows

Cash and cash equivalents were \$13.7 million and \$48.9 million at December 31, 2011 and 2010, respectively.

Our cash flows from operating activities are primarily dependent upon the occupancy level of our portfolio, the rental rates achieved on our leases, the collectability of rent and recoveries from our tenants and the level of operating expenses and other general and administrative costs. Net cash provided by operating activities increased by \$24.5 million to \$32.1 million for 2011 compared to \$7.6 million for 2010. The increase is primarily due to the acquisition of certain ownership interests in properties contributed in connection with our initial public offering and related formation transactions and the purchase of nine properties subsequent to our initial public offering which increased operating cash flow and partially offset by an increase in restricted cash at our Sunset Bronson/Sunset Gower and Rincon properties resulting from restricted cash requirements as a result of the financing completed in 2011.

Our net cash used in investing activities is generally used to fund property acquisitions, development and redevelopment projects and recurring and non-recurring capital expenditures. Net cash used in investing activities decreased 2010 to \$130.6 million for 2011 compared to \$242.2 million for 2010. The decrease was primarily due to a decrease in investments in real estate, chiefly as a result of the purchase of certain ownership interests in properties contributed in connection with our IPO and related formation transactions and purchase of six properties subsequent to the IPO offset by a purchase of four properties in 2011.

Our net cash related to financing activities is generally impacted by our borrowings, capital activities net of dividends and distributions paid to common stockholders and noncontrolling interests. Net cash flows from financing activities amounted to net proceeds of cash for 2011 totaling \$63.4 million compared to a net proceeds of cash for 2010 totaling \$279.7 million. The decrease was due to the proceeds from the issuance of common stock in connection with our IPO and private placement which was partially offset by the repayment of certain indebtedness in connection with the related formation transactions which occurred during 2010 offset by the issuance of common stock and private placement and the net loan and line of credit repayments and cash distributions to our common and preferred unit and share holders which occurred during 2011.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The primary market risk we face is interest rate risk. Our future income, cash flows and fair values relevant to financial instruments are dependent upon prevalent market interest rates. Market risk refers to the risk of loss from adverse changes in market prices and interest rates. As more fully described below, we use derivative financial instruments to manage, or hedge, interest rate risks related to our borrowings. We only enter into contracts with major financial institutions based on their credit rating and other factors.

On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment properties. The loan bears interest at a rate equal to one-month LIBOR plus 3.50%. \$37.0 million of the loan was subject to an interest rate contract which swapped one-month LIBOR to a fixed rate of 0.75% through April 30, 2011. On March 16, 2011, we purchased an interest rate cap in order to cap one-month LIBOR at 3.715% with respect to \$50.0 million of the loan through its maturity on February 11, 2016. On January 11, 2012 we purchased an interest rate cap in order to cap one-month LIBOR at 2.00% with respect to \$42.0 million of the loan through its maturity on February 11, 2016.

As of December 31, 2011, we had drawn a total of \$121.0 million under our secured credit facility, which facility is not subject to an interest rate hedge. Therefore, with respect to the combined \$92.0 million loan on our Sunset Gower and Sunset Bronson media and entertainment properties and \$121.0 million outstanding balance on our secured facility as of December 31, 2011, if one-month LIBOR as of December 31, 2011 was to increase by 100 basis points, or 1.0%, the resulting increase in interest expense would impact our future earnings and cash flows by \$2.1 million.

Interest risk amounts were determined by considering the impact of hypothetical interest rates on our financial instruments. These analyses do not consider the effect of any change in overall economic activity that could occur. Further, in the event of a change in overall economic activity of that magnitude, we may take actions to further mitigate our exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, these analyses assume no changes in our financial structure.

As of December 31, 2011, our total outstanding debt was approximately \$397.9 million (before unamortized loan premium), which was comprised of a \$121.0 million line of credit not mitigated by interest rate contracts, \$92.0 million of variable rate secured mortgage loans subject to the interest rate agreements described above and \$184.9 million (before unamortized loan premium) of fixed rate secured mortgage loans. As of December 31, 2011, the fair value of our fixed rate secured mortgage loans, including the indebtedness on the Sunset Bronson property, was approximately \$404.1 million.

**Item 8. Financial Statements and Supplementary Data**

Our consolidated financial statements included in this Annual Report on Form 10-K are listed in Part IV, Item 15(a) of this report.

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

Not applicable.

**Item 9A. Controls and Procedures**

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) or Rule 15d-15(e) under the Securities and Exchange Act of 1934, as amended, or the 1934 Act) that are designed to ensure that information required to be disclosed in our reports under the 1934 Act is processed, recorded, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by Rule 13a-15(b) under the 1934 Act, we carried out an evaluation, under the supervision and with the participation of management including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the disclosure controls and procedures as of the end of the period covered by this report.

Based on the foregoing, the Chief Executive Officer and Chief Financial Officer concluded, as of that time, that our disclosure controls and procedures were effective in providing a reasonable level of assurance that information we are required to disclose in reports that we file under the 1934 Act is processed, recorded, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure.

***Changes in Internal Control Over Financial Reporting***

There have been no changes that occurred during the fourth quarter of the year covered by this report in our internal control over financial reporting identified in connection with the evaluation referenced above that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

***Management's Annual Report on Internal Control over Financial Reporting and Attestation Report of the Registered Accounting Firm***

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934.

Our system of internal control is designed to provide reasonable assurance regarding the reliability of financial reporting and preparation of our financial statements for external reporting purposes in accordance with United States generally accepted accounting principles. Our management, including the undersigned Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In conducting its assessment, management used the criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission on Internal Control—Integrated Framework. Based on this assessment, management concluded that, as of December 31, 2011, our internal control over financial reporting was effective based on those criteria.

Management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures, or our internal controls will prevent all error and fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefit of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected.

The effectiveness of our internal control over financial reporting as of December 31, 2011, has been audited by Ernst & Young LLP, the independent registered public accounting firm that audited the consolidated financial statements included in this annual report, as stated in their report appearing on page F-2, which expresses an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2011.

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**Item 9B. Other Information**

Not applicable.

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The information required by Item 10 is incorporated by reference from our definitive proxy statement for our annual stockholders' meeting presently scheduled to be held in June 2012. We intend to disclose any amendment to, or waiver from, our code of ethics within four business days following the date of the amendment or waiver.

**Item 11. Executive Compensation**

The information required by Item 11 is incorporated by reference from our definitive proxy statement for our annual stockholders' meeting presently scheduled to be held in June 2012.

**Item 12. Security Ownership of Certain Beneficial Owners and Management Related Stockholder Matters**

The information required by Item 12 is incorporated by reference from our definitive proxy statement for our annual stockholders' meeting presently scheduled to be held in June 2012.

**Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by Item 13 is incorporated by reference from our definitive proxy statement for our annual stockholders' meeting presently scheduled to be held in June 2012.

**Item 14. Principal Accountant Fees and Services**

The information required by Item 14 is incorporated by reference from our definitive proxy statement for our annual stockholders' meeting presently scheduled to be held in June 2012.

**PART IV**

**Item 15. Exhibits and Financial Statement Schedules**

(a)(1) and (2) *Financial Statements and Schedules*

The following consolidated financial information is included as a separate section of this Annual Report on Form 10-K:

<a href="#">Report of Management on Internal Control Over Financial Reporting</a>	<a href="#">F- 1</a>
<a href="#">Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting</a>	<a href="#">F- 2</a>
<a href="#">Report of Independent Registered Public Accounting Firm</a>	<a href="#">F- 3</a>
<a href="#">Consolidated Balance Sheets as of December 31, 2011 and 2010</a>	<a href="#">F- 4</a>
<a href="#">Consolidated Statements of Operations for the Years Ended December 31, 2011, 2010, and 2009</a>	<a href="#">F- 5</a>
<a href="#">Consolidated Statements of Equity for the Years Ended December 31, 2011, 2010, and 2009</a>	<a href="#">F- 6</a>
<a href="#">Consolidated Statements of Cash Flows for the Years Ended December 31, 2011, 2010, and 2009</a>	<a href="#">F- 7</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">F- 8</a>
<a href="#">Schedule III - Real Estate and Accumulated Depreciation</a>	<a href="#">F- 28</a>

All other schedules are omitted since the required information is not present in amounts sufficient to require submission of the schedule or because the information required is included in the financial statements and notes thereto.



(3) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
3.1	Articles of Amendment and Restatement of Hudson Pacific Properties, Inc. <sup>(2)</sup>
3.2	Amended and Restated Bylaws of Hudson Pacific Properties, Inc. <sup>(2)</sup>
3.3	Form of Articles Supplementary of Hudson Pacific Properties, Inc. <sup>(9)</sup>
3.4	Articles Supplementary. <sup>(17)</sup>
4.1	Form of Certificate of Common Stock of Hudson Pacific Properties, Inc. <sup>(5)</sup>
4.2	Form of Certificate of Series B Preferred Stock of Hudson Pacific Properties, Inc. <sup>(9)</sup>
10.1	Form of Second Amended and Restated Agreement of Limited Partnership of Hudson Pacific Properties, L.P. <sup>(9)</sup>
10.2	Registration Rights Agreement among Hudson Pacific Properties, Inc. and the persons named therein. <sup>(8)</sup>
10.3	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Victor J. Coleman. <sup>(8)</sup>
10.4	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Howard S. Stern. <sup>(8)</sup>
10.5	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Mark T. Lammas. <sup>(8)</sup>
10.6	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Christopher Barton. <sup>(8)</sup>
10.7	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Dale Shimoda. <sup>(8)</sup>
10.8	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Theodore R. Antenucci. <sup>(8)</sup>
10.9	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Mark Burnett. <sup>(8)</sup>
10.10	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Richard B. Fried. <sup>(8)</sup>
10.11	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Jonathan M. Glaser. <sup>(8)</sup>
10.12	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Mark D. Linehan. <sup>(8)</sup>
10.13	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Robert M. Moran, Jr. <sup>(8)</sup>
10.14	Indemnification Agreement, dated June 29, 2010, by and between Hudson Pacific Properties, Inc. and Barry A. Porter. <sup>(8)</sup>
10.15	Hudson Pacific Properties, Inc. and Hudson Pacific Properties, L.P. 2010 Incentive Award Plan. <sup>(5) *</sup>
10.16	Restricted Stock Award Grant Notice and Restricted Stock Award Agreement. <sup>(5) *</sup>
10.17	Hudson Pacific Properties, Inc. Director Stock Plan. <sup>(9) *</sup>
10.18	Employment Agreement, dated as of April 22, 2010, by and among Hudson Pacific Properties, Inc., Hudson Pacific Properties, L.P. and Victor J. Coleman. <sup>(2) *</sup>
10.19	Employment Agreement, dated as of April 22, 2010, by and among Hudson Pacific Properties, Inc., Hudson Pacific Properties, L.P. and Howard S. Stern. <sup>(2) *</sup>
10.20	Employment Agreement, dated as of May 14, 2010, by and among Hudson Pacific Properties, Inc., Hudson Pacific Properties, L.P. and Mark T. Lammas. <sup>(4) *</sup>
10.21	Employment Agreement, dated as of April 22, 2010, by and among Hudson Pacific Properties, Inc., Hudson Pacific Properties, L.P. and Christopher Barton. <sup>(2) *</sup>
10.22	Employment Agreement, dated as of April 22, 2010, by and among Hudson Pacific Properties, Inc. and Hudson Pacific Properties, L.P. and Dale Shimoda. <sup>(2) *</sup>
10.23	Contribution Agreement by and among Victor J. Coleman, Howard S. Stern, Hudson Pacific Properties, L.P. and Hudson Pacific Properties, Inc., dated as of February 15, 2010. <sup>(1)</sup>

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- 10.24 Contribution Agreement by and among SGS investors, LLC, HFOP Investors, LLC, Soma Square Investors, LLC, Hudson Pacific Properties, L.P. and Hudson Pacific Properties, Inc., dated as of February 15, 2010.<sup>(1)</sup>
- 10.25 Contribution Agreement by and among TMG-Flynn SOMA, LLC, Hudson Pacific Properties, L.P. and Hudson Pacific Properties, Inc., dated as of February 15, 2010.<sup>(1)</sup>
- 10.26 Contribution Agreement by and among Glenborough Fund XIV, L.P., Glenborough Acquisition, LLC, Hudson Pacific Properties, L.P. and Hudson Pacific Properties, Inc. dated as of February 15, 2010.<sup>(1)</sup>
- 10.27 Representation, Warranty and Indemnity Agreement by and among Hudson Pacific Properties, Inc. Hudson Pacific Properties, L.P. and the persons named therein as nominees of the Farallon Funds, dated as of February 15, 2010.<sup>(1)</sup>
- 10.28 Representation, Warranty and Indemnity Agreement by and among Hudson Pacific Properties, Inc., Hudson Pacific Properties, L.P. and the persons named therein as nominees of TMG-Flynn SOMA, LLC, dated as of February 15, 2010.<sup>(1)</sup>
- 10.29 Representation, Warranty and Indemnity Agreement by and among Hudson Pacific Properties, Inc. Hudson Pacific Properties, L.P. and the persons named therein as nominees of Glenborough Fund XIV, L.P. dated as of February 15, 2010.<sup>(1)</sup>
- 10.30 Subscription Agreement by and among Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P., Farallon Capital Institution Partners III, L.P., Victor J. Coleman and Hudson Pacific Properties, Inc. dated as of February 15, 2010.<sup>(2)</sup>
- 10.31 Tax Protection Agreement between Hudson Pacific Properties, L.P. and the persons named therein, dated June 29, 2010.<sup>(7)</sup>
- 10.32 Agreement of Purchase and Sale and Joint Escrow Instructions between Del Amo Fashion Center Operating Company and Hudson Capital, LLC dated as of May 18, 2010.<sup>(4)</sup>
- 10.33 Credit Agreement among Hudson Pacific Properties, Inc., Hudson Pacific Properties L.P., Barclays Capital and Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor in interest to Banc of America Securities LLC), as Joint Lead Arrangers, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, as Administrative Agent, and the other lenders party thereto, dated June 29, 2010.<sup>(7)</sup>
- 10.34 First Modification Agreement between Sunset Bronson Entertainment Properties, LLC and Wells Fargo Bank, N.A. dated as of June 29, 2010.<sup>(5)</sup>
- 10.35 Amended and Restated First Modification Agreement between Sunset Bronson Entertainment Properties, LLC and Wells Fargo Bank, N.A. dated as of June 20, 2010.<sup>(7)</sup>
- 10.36 Loan Agreement among Sunset Bronson Entertainment Properties, L.L.C., as Borrower, Wachovia Bank, National Association, as Administrative Agent, Wachovia Capital Markets, LLC, as Lead Arranger and Sole Bookrunner, and lenders party thereto, dated as of May 12, 2008.<sup>(6)</sup>
- 10.37 Conditional Consent Agreement between GLB Encino, LLC, as Borrower, and SunAmerica Life Insurance Company, as Lender, dated as of June 10, 2010.<sup>(6)</sup>
- 10.38 Amended and Restated Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents between GLB Encino, LLC, as Trustor, SunAmerica Life Insurance Company, as Beneficiary, and First American Title Insurance Company, as Trustee, dated as of January 26, 2007.<sup>(6)</sup>
- 10.39 Amended and Restated Promissory Note by GLB Encino, as Maker, to SunAmerica Life Insurance Company, as Holder, dated as of January 26, 2007.<sup>(6)</sup>
- 10.40 Approval Letter from Wells Fargo, as Master Servicer, and CWC Capital Asset Management, LLC, as Special Servicer to Hudson Capital LLC, dated as of June 8, 2010.<sup>(6)</sup>
- 10.41 Loan and Security Agreement between Glenborough Tierrasanta, LLC, as Borrower, and German American Capital Corporation, as Lender, dated as of November 28, 2006.<sup>(6)</sup>
- 10.42 Note by Glenborough Tierrasanta, LLC, as Borrower, in favor of German American Capital Corporation, as Lender, dated as of November 28, 2006.<sup>(6)</sup>
- 10.43 Reaffirmation, Consent to Transfer and Substitution of Indemnitor, by and among Glenborough Tierrasanta, LLC, Morgan Stanley Real Estate Fund V U.S., L.P., MSP Real Estate Fund V, L.P. Morgan Stanley Real Estate Investors, V U.S., L.P., Morgan Stanley Real Estate Fund V Special U.S., L.P., MSP Co-Investment Partnership V, L.P., MSP Co-Investment Partnership V, L.P., Glenborough Fund XIV, L.P., Hudson Pacific Properties, L.P., and US Bank National Association, dated June 29, 2010.<sup>(7)</sup>
- 10.44 Purchase and Sale Agreement, dated September 15, 2010, by and between ECI Washington LLC and Hudson Pacific Properties, L.P.<sup>(9)</sup>

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- 10.45 First Amendment to Purchase and Sale Agreement, dated October 1, 2010, by and between ECI Washington LLC and Hudson Pacific Properties, L.P.<sup>(9)</sup>
- 10.46 Term Loan Agreement by and between Sunset Bronson Entertainment Properties, LLC and Sunset Gower Entertainment Properties, LLC, as Borrowers, and Wells Fargo Bank, National Association, as Lender, dated February 11, 2011.<sup>(10)</sup>
- 10.47 Contract for Sale dated as of December 15, 2010 by and between Hudson 1455 Market, LLC and Bank of America, National Association.<sup>(12)</sup>
- 10.48 Contribution Agreement by and between BCSP IV U.S. Investments, L.P. and Hudson Pacific Properties, L.P., dated as of December 15, 2010.<sup>(13)</sup>
- 10.49 Limited Liability Company Agreement of Rincon Center JV LLC by and between Rincon Center Equity LLC and Hudson Rincon, LLC, dated as of December 16, 2010.<sup>(13)</sup>
- 10.50 First Amendment to Credit Agreement among Hudson Pacific Properties, Inc., Hudson Pacific Properties L.P., Barclays Capital and Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor in interest to Banc of America Securities LLC), as Joint Lead Arrangers, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, as Administrative Agent, and the other lenders party thereto, dated December 10, 2010.<sup>(13)</sup>
- 10.51 Second Amendment to Credit Agreement among Hudson Pacific Properties, Inc., Hudson Pacific Properties L.P., Barclays Capital and Merrill Lynch, Pierce, Fenner & Smith Incorporated (as successor in interest to Banc of America Securities LLC), as Joint Lead Arrangers, Bank of America, N.A., as Syndication Agent, and Barclays Bank PLC, as Administrative Agent, and the other lenders party thereto, dated April 4, 2011.<sup>(14)</sup>
- 10.52 First Amendment to Registration Rights Agreement by and among Hudson Pacific Properties, Inc., Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P. and Farallon Capital Institutional Partners III, L.P., dated May 3, 2011.<sup>(11)</sup>
- 10.53 Subscription Amendment by and among Hudson Pacific Properties, Inc., Farallon Capital Partners, L.P., Farallon Capital Institutional Partners, L.P. and Farallon Capital Institutional Partners III, L.P., dated April 26, 2011.<sup>(15)</sup>
- 10.54 Loan Agreement by and between Hudson Rincon Center, LLC, as Borrower, and JPMorgan Chase Bank, National Association, as Lender, dated April 29, 2011.<sup>(11)</sup>
- 10.55 Indemnification Agreement, dated October 1, 2011, by and between Hudson Pacific Properties, Inc. and Patrick Whitesell.
- 10.56 2012 Outperformance Award Agreement.<sup>(16)\*</sup>
  - 12.1 Computation of Ratios of Earnings to Fixed Charges for the Years Ended December 31, 2011, 2010, 2009 and 2008.
  - 21.1 List of Subsidiaries of the Registrant.
  - 23.1 Consent of Independent Registered Public Accounting Firm.
  - 31.1 Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
  - 31.2 Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
  - 32 Certifications by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
  - 99.1 Certificate of Correction.<sup>(17)</sup>
- 101.1 The following materials from Hudson Pacific Properties' Financial information for the year ended December 31, 2011, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Equity, (iv) Consolidated Statements of Capital, (v) Consolidated Statements of Cash Flows and (vi) Notes to the Consolidated Financial Statements. \*\*

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- (1) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on April 9, 2010.
  - (2) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on May 12, 2010.
  - (3) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on June 3, 2010.
  - (4) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on June 11, 2010.
  - (5) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on June 14, 2010.
  - (6) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on June 22, 2010.
  - (7) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on July 1, 2010.
  - (8) Previously filed with the Registration Statement on Form S-11 filed by the Registrant with the Securities and Exchange Commission on November 22, 2010.
  - (9) Previously filed with the Registration Statement on Form S-11/A filed by the Registrant with the Securities and Exchange Commission on December 6, 2010.
  - (10) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on February 15, 2011.
  - (11) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on May 4, 2011.

- (12) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on December 21, 2010.
- (13) Previously filed with the Registration Statement on Form S-11 filed by the Registrant with the Securities and Exchange Commission on April 14, 2011.
- (14) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on April 5, 2011.
- (15) Previously filed with the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011.
- (16) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on January 5, 2012.
- (17) Previously filed with the Current Report on Form 8-K filed by the Registrant with the Securities and Exchange Commission on January 23, 2012.

\* Denotes a management contract or compensatory plan or arrangement.

\*\* XBRL (Extensible Business Reporting Language) information is furnished and not filed herewith, is not a part of a registration statement or Prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.



**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**HUDSON PACIFIC PROPERTIES, INC.**

March 14, 2012

/s/ VICTOR J. COLEMAN

**VICTOR J. COLEMAN****Chief Executive Officer (principal executive officer)****POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Victor J. Coleman, Howard S. Stern and Mark T. Lammas, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names in the capacities indicated below, the Form 10-K filed herewith and any and all amendments to said Form 10-K, and generally to do all such things in our names and in our capacities as officers and directors to enable Hudson Pacific Properties, Inc. to comply with the provisions of the Securities Exchange Act of 1934, as amended, and all requirements of the Securities and Exchange Commission in connection therewith, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Form 10-K and any and all amendments thereto.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
/s/ VICTOR J. COLEMAN Victor J. Coleman	Chief Executive Officer and Chairman of the Board of Directors (Principal Executive Officer)	March 14, 2012
/s/ MARK T. LAMMAS Mark T. Lammas	Chief Financial Officer (Principal Financial Officer)	March 14, 2012
/s/ HOWARD S. STERN Howard S. Stern	President and Director	March 14, 2012
/s/ HAROUT K. DIRAMERIAN Harout K. Diramerian	Chief Accounting Officer (Principal Accounting Officer)	March 14, 2012
/s/ RICHARD B. FRIED Richard B. Fried	Director	March 14, 2012
/s/ THEODORE R. ANTENUCCI Theodore R. Antenucci	Director	March 14, 2012
/s/ JONATHAN M. GLASER Jonathan M. Glaser	Director	March 14, 2012
/s/ MARK D. LINEHAN Mark D. Linehan	Director	March 14, 2012
/s/ ROBERT M. MORAN, JR. Robert M. Moran, Jr.	Director	March 14, 2012
/s/ BARRY A. PORTER Barry A. Porter	Director	March 14, 2012
/s/ PATRICK WHITESELL Patrick Whitesell	Director	March 14, 2012

## Report of Management on Internal Control over Financial Reporting

The management of Hudson Pacific Properties, Inc. is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934.

Our system of internal control is designed to provide reasonable assurance regarding the reliability of financial reporting and preparation of our financial statements for external reporting purposes in accordance with United States generally accepted accounting principles. Our management, including the undersigned Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In conducting its assessment, management used the criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission on Internal Control—Integrated Framework. Based on this assessment, management concluded that, as of December 31, 2011, our internal control over financial reporting was effective based on those criteria.

Management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures, or our internal controls will prevent all error and fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefit of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected.

The effectiveness of our internal control over financial reporting as of December 31, 2011, has been audited by Ernst & Young LLP, the independent registered public accounting firm that audited the consolidated financial statements included in this annual report, as stated in their report appearing on page F- 2, which expresses an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2011.

/S/ VICTOR J. COLEMAN

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**Victor J. Coleman**  
**Chief Executive Officer**

/S/ MARK T. LAMMAS

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**Mark T. Lammas**  
**Chief Financial Officer**

**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of  
Hudson Pacific Properties, Inc.

We have audited Hudson Pacific Properties, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Hudson Pacific Properties, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Hudson Pacific Properties, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2011, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Hudson Pacific Properties, Inc. as of December 31, 2011 and 2010, and the related consolidated statements of operations, equity, and cash flows for each of the three years in the period ended December 31, 2011, and our report dated March 14, 2012 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California  
March 14, 2012



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Board of Directors and Stockholders of  
Hudson Pacific Properties, Inc.

We have audited the accompanying consolidated balance sheets, as of December 31, 2011 and 2010, of Hudson Pacific Properties, Inc. (the "Company"), and the related consolidated statements of operations, equity, and cash flows for each of the three years in the period ended December 31, 2011. Our audits also included the financial statement schedule listed in the index at Exhibit 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position at December 31, 2011 and 2010, of the Company, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011 in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Hudson Pacific Properties, Inc.'s internal control over financial reporting as of December 31, 2011, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 14, 2012 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Los Angeles, California  
March 14, 2012

**HUDSON PACIFIC PROPERTIES, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share data)

	December 31, 2011	December 31, 2010
<b>ASSETS</b>		
<b>REAL ESTATE ASSETS</b>		
Land	\$ 368,608	\$ 329,231
Building and improvements	601,812	468,711
Tenant improvements	69,021	47,478
Furniture and fixtures	11,536	11,411
Property under development	9,527	7,904
Total real estate held for investment	1,060,504	864,735
Accumulated depreciation and amortization	(53,329)	(27,113)
Investment in real estate, net	1,007,175	837,622
Cash and cash equivalents	13,705	48,875
Restricted cash	9,521	4,121
Accounts receivable, net	8,963	4,478
Straight-line rent receivables	10,801	6,703
Deferred leasing costs and lease intangibles, net	84,131	86,385
Deferred finance costs, net	5,079	3,211
Interest rate contracts	164	—
Goodwill	8,754	8,754
Prepaid expenses and other assets	4,498	4,416
<b>TOTAL ASSETS</b>	<b>\$ 1,152,791</b>	<b>1,004,565</b>
<b>LIABILITIES AND EQUITY</b>		
Notes payable	\$ 399,871	\$ 342,060
Accounts payable and accrued liabilities	12,469	11,507
Below-market leases	22,861	20,983
Security deposits	5,651	5,052
Prepaid rent	10,795	10,559
Interest rate contracts	—	71
<b>TOTAL LIABILITIES</b>	<b>451,647</b>	<b>390,232</b>
6.25% series A cumulative redeemable preferred units of the Operating Partnership	12,475	12,475
Redeemable non-controlling interest in consolidated real estate entity	—	40,328
<b>EQUITY</b>		
Hudson Pacific Properties, Inc. stockholders' equity:		
Preferred stock, \$0.01 par value, 10,000,000 authorized; 8.375% series B cumulative redeemable preferred stock, \$25.00 liquidation preference, 3,500,000 shares outstanding at December 31, 2011 and December 31, 2010, respectively	87,500	87,500
Common Stock, \$0.01 par value 490,000,000 authorized, 33,840,854 outstanding at December 31, 2011 and 22,436,950 outstanding at December 31, 2010, respectively	338	224
Additional paid-in capital	552,043	411,598
Accumulated other comprehensive (deficit) income	(883)	6
Accumulated deficit	(13,685)	(3,482)
Total Hudson Pacific Properties, Inc. stockholders' equity	625,313	495,846
Non-controlling common units in the Operating Partnership	63,356	65,684
<b>TOTAL EQUITY</b>	<b>688,669</b>	<b>561,530</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 1,152,791</b>	<b>1,004,565</b>

The accompanying notes are an integral part of these consolidated financial statements.

**HUDSON PACIFIC PROPERTIES, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except share and per share amounts)

	<b>Twelve Months Ended December 31,</b>		
	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Revenues</b>			
Office			
Rental	\$ 75,343	\$ 22,247	\$ 11,046
Tenant recoveries	22,102	3,115	2,024
Parking and other	7,763	1,141	252
Total office revenues	<u>105,208</u>	<u>26,503</u>	<u>13,322</u>
Media & entertainment			
Rental	21,617	20,931	19,916
Tenant recoveries	1,539	1,571	1,792
Other property-related revenue	13,638	11,397	9,427
Other	187	238	64
Total media & entertainment revenues	<u>36,981</u>	<u>34,137</u>	<u>31,199</u>
Total revenues	<u>142,189</u>	<u>60,640</u>	<u>44,521</u>
<b>Operating expenses</b>			
Office operating expenses	44,740	10,212	6,242
Media & entertainment operating expenses	22,446	19,815	19,545
General and administrative	13,038	4,493	—
Depreciation and amortization	44,660	15,912	10,908
Total operating expenses	<u>124,884</u>	<u>50,432</u>	<u>36,695</u>
Income from operations	17,305	10,208	7,826
<b>Other expense (income)</b>			
Interest expense	17,480	8,831	8,792
Interest income	(73)	(59)	(19)
Unrealized gain on interest rate contracts	—	(347)	(400)
Acquisition-related expenses	1,693	4,273	—
Other expenses	443	192	97
	<u>19,543</u>	<u>12,890</u>	<u>8,470</u>
Net loss	(2,238)	(2,682)	(644)
Less: Net income attributable to preferred stock and units	(8,108)	(817)	—
Less: Net income attributable to restricted shares	(231)	(50)	—
Less: Net (income) loss attributable to non-controlling interest in consolidated real estate entities	(803)	(119)	29
Add: Net loss attributable to common units in the Operating Partnership	946	418	—
Net loss attributable to Hudson Pacific Properties, Inc. shareholders' / controlling members' equity	<u>\$ (10,434)</u>	<u>\$ (3,250)</u>	<u>\$ (615)</u>
Net loss attributable to common shareholders' per share - basic and diluted	<u>\$ (0.35)</u>		
Weighted average shares of common stock outstanding - basic and diluted	<u>29,392,920</u>		
Dividends declared per common share	<u>\$ 0.5000</u>	<u>\$ 0.1921</u>	

The accompanying notes are an integral part of these consolidated financial statements.

**HUDSON PACIFIC PROPERTIES, INC.**  
**CONSOLIDATED STATEMENTS OF EQUITY**  
(in thousands, except share and per share amounts)

	Hudson Pacific Properties Inc., Stockholders' Equity										Total
	Common Shares	Stock Amount	Series B Cumulative Redeemable Preferred Stock	Additional Paid in Capital	Accumulated Deficit	Accumulated Other Comp Income	Members' Real Estate Equity	Non-controlling Interests – Unitholders in the Operating Partnership Units	Non-controlling Interest - Members in Consolidated Entities		
Balance January 1, 2009	—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 218,449	\$ —	\$ —	\$ 3,282	\$ 221,731
Contributions							6,390			111	6,501
Distributions							(984)			(16)	(1,000)
Net loss							(615)			(29)	(644)
Balance, December 31, 2009	—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 223,240	\$ —	\$ —	\$ 3,348	\$ 226,588
Contributions							4,122				4,122
Distributions							(1,703)				(1,703)
Proceeds from sale of common stock, net of underwriters discount	14,720,000	147		232,574							232,721
Proceeds from private placement	1,176,471	12		19,988							20,000
Issuance of restricted stock	490,442	4		(4)							—
Shares repurchased				(1)							(1)
Issuance of Series B Cumulative Redeemable Preferred Stock			87,500								87,500
Issuance of Common units for acquisition of properties									12,019		12,019
Transaction related costs				(11,241)							(11,241)
Declared Dividend			(427)	(4,271)					(502)		(5,200)
Amortization of stock based compensation				765							765
Acquisition of non-controlling member's interest										(828)	(828)
Net income (loss)			427		(3,482)		283		(418)	(29)	(3,219)
Cash Flow Hedge Adjustment						6			1		7
Comprehensive Loss											(3,212)
Exchange of Members' equity for common stock and units	6,050,037	61		173,788			(225,942)		54,584	(2,491)	—
Balance, December 31, 2010	22,436,950	\$ 224	\$ 87,500	\$ 411,598	\$ (3,482)	\$ 6	\$ —	\$ —	\$ 65,684	\$ —	\$ 561,530
Distributions				(432)							(432)
Proceeds from sale of common stock, net of underwriters discount	7,992,500	80		110,928							111,008
Proceed from private placement	3,125,000	31		45,657							45,688
Issuance of restricted stock	316,092	4		(4)							—
Forfeiture of restricted stock	(7,535)										—
Shares repurchased	(22,153)	(1)		(303)							(304)
Common stock issuance transaction costs				(2,061)							(2,061)
Series B stock issuance transaction costs				(600)							(600)
Declared Dividend			(7,328)	(15,400)					(1,304)		(24,032)
Amortization of stock based compensation				2,660							2,660
Net income (loss)			7,328		(10,203)				(946)		(3,821)
Cash Flow Hedge Adjustment						(889)			(78)		(967)
Comprehensive Loss											(4,788)
Balance, December 31, 2011	33,840,854	338	87,500	552,043	(13,685)	(883)	—	—	63,356	—	688,669

The accompanying notes are an integral part of these consolidated financial statements.

**HUDSON PACIFIC PROPERTIES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Twelve Months Ended December 31,		
	2011	2010	2009
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Net loss	\$ (2,238)	\$ (2,682)	\$ (644)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	44,660	15,912	10,908
Amortization of deferred financing costs and loan premium, net	1,014	1,328	1,549
Amortization of stock based compensation	2,660	765	—
Straight-line rent receivables	(4,098)	(3,768)	(1,356)
Amortization of above-market leases	3,312	1,119	672
Amortization of below-market leases	(3,961)	(1,186)	(1,096)
Amortization of lease incentive costs	407	135	—
Bad debt expense	946	36	191
Amortization of ground lease	266	63	—
Unrealized gain on interest rate contract	—	(347)	(399)
Other non-cash losses	—	—	75
Loss on sale of asset	—	—	33
Change in operating assets and liabilities:			
Restricted cash	(5,400)	1,571	746
Accounts receivable	(5,431)	(3,817)	(236)
Deferred leasing costs and lease intangibles	(4,188)	(1,309)	(5,032)
Prepaid expenses and other assets	(361)	(137)	—
Accounts payable and accrued liabilities	3,659	626	1,058
Security deposits	599	907	1,123
Prepaid rent	236	(1,597)	(3,054)
Net cash provided by operating activities	<u>32,082</u>	<u>7,619</u>	<u>4,538</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Additions to investment property	(16,385)	(11,629)	(15,457)
Property acquisitions	(114,219)	(230,527)	—
Net cash used in investing activities	<u>(130,604)</u>	<u>(242,156)</u>	<u>(15,457)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>			
Proceeds from notes payable	365,500	116,385	3,924
Payments of notes payable	(384,958)	(157,786)	—
Proceeds from issuance of common stock	111,008	232,720	—
Proceeds from private placement of common stock	45,688	20,000	—
Proceeds from issuance of Series B cumulative redeemable preferred stock	—	87,500	—
Series B stock issuance transaction costs	(600)	(11,241)	—
Common stock issuance transaction costs	(2,061)	—	—
Dividends paid to common stock and unit holders	(16,704)	(4,773)	—
Dividends paid to preferred stock and unit holders	(8,108)	(816)	—
Contributions by members	—	4,122	6,501
Distribution to members	(432)	(1,703)	(1,000)
Acquisition of non-controlling interest in consolidated real estate entity	(41,131)	(828)	—
Payment of loan costs	(4,850)	(3,862)	(625)
Net cash provided by financing activities	<u>63,352</u>	<u>279,718</u>	<u>8,800</u>
Net (decrease) increase in cash and cash equivalents	(35,170)	45,181	(2,119)
Cash and cash equivalents-beginning of period	48,875	3,694	5,813
Cash and cash equivalents-end of period	<u>\$ 13,705</u>	<u>\$ 48,875</u>	<u>\$ 3,694</u>
<b>Supplemental disclosure of cash flow information</b>			
Cash paid for interest, net of amounts capitalized	\$ 16,644	\$ 7,870	\$ 9,745
<b>Supplemental schedule of noncash investing and financing activities</b>			
Accounts payable and accrued liabilities for investment in property	\$ 1,701	\$ 3,477	\$ 5,692
Non cash share repurchase	\$ 304	\$ —	\$ —

The accompanying notes are an integral part of these consolidated financial statements.



**Notes to Consolidated Financial Statements**  
**(In thousands, except square footage and share data)**

**1. Organization**

Hudson Pacific Properties, Inc. (which is referred to in these financial statements as the “Company,” “we,” “us,” or “our”) is a Maryland corporation formed on November 9, 2009 that did not have any meaningful operating activity until the consummation of our initial public offering and the related acquisition of our predecessor and certain other entities in June 2010.

We combined with our predecessor and Howard Street Associates LLC and acquired certain other entities simultaneously with the closing of our initial public offering on June 29, 2010 (“IPO”). On June 29, 2010, we completed the following formation transactions:

- In our IPO we issued a total of 14,720,000 shares of our common stock in exchange for gross proceeds of approximately \$250.2 million in cash.
- In a concurrent private placement, we issued a total of 1,176,471 shares of our common stock in exchange for gross proceeds of \$20.0 million in cash.
- In our formation transactions, we acquired certain assets of our predecessor and other entities in exchange for the assumption or discharge of \$246.3 million in indebtedness, the payment of \$7.2 million in cash, and the issuance of 2,610,941 common units of partnership interest in our operating partnership, 499,014 series A preferred units of partnership interest in our operating partnership and 6,050,037 shares of our common stock.
- We entered into a \$200.0 million senior secured revolving credit facility, with an accordion feature to increase the availability to \$250.0 million under specified circumstances.

As indicated above, because the IPO and related formation transactions did not occur until shortly before June 30, 2010, the results of operations for the entities acquired in connection with the IPO and related formation transactions are only included in certain historical financial statements. More particularly, the results of operations discussed below for the twelve months ended December 31, 2010 reflect the operations of the (a) three office properties and two media and entertainment properties owned by HFOP City Plaza, LLC, Sunset Bronson Entertainment Properties, LLC, SGS Realty II, LLC, and Howard Street Associates LLC, as applicable (the “Predecessor Properties”), and (b) two office properties and certain management contracts owned by Glenborough Tierrasanta, LLC, GLB Encino, LLC and Hudson Capital, LLC, as applicable, which were acquired on June 29, 2010 (the “IPO Acquisitions”). The results of operations for the twelve months ended December 31, 2010, reflect the operations of the Predecessor Properties for that entire period, and the results of operations for the IPO Acquisitions from the date of their acquisition. The results of operations for properties acquired after the IPO are similarly included in our consolidated statements of operations from the date of each such acquisition.

We have determined that one of the entities comprising our predecessor, SGS Realty II, LLC, was the acquirer for accounting purposes in our formation transactions that occurred in connection with our IPO. In addition, we have concluded that any interests contributed by the controlling member of the other entities comprising our predecessor and Howard Street Associates, LLC in connection with our IPO was a transaction between entities under common control. As a result, the contribution of interests in each of these entities has been recorded at historical cost. The consideration we paid in connection with the contribution of the ownership of these entities to us is described in the third bullet point appearing above.

Since the completion of the IPO, the concurrent private placement, and the related formation transactions that occurred on June 29, 2010, we have been a fully integrated, self-administered, and self-managed real estate investment trust (“REIT”). Through our controlling interest in Hudson Pacific Properties, L.P. (our “Operating Partnership”) and its subsidiaries, we own, manage, lease, acquire and develop real estate, consisting primarily of office and media and entertainment properties. As of December 31, 2011, we owned a portfolio of 15 office properties and two media and entertainment properties. All of these properties are located in California.

**2. Summary of Significant Accounting Policies**

*Basis of Presentation*

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

The accompanying consolidated financial statements of the Company are prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The effect of all significant intercompany balances and transactions has been eliminated. The real estate entities included in the accompanying consolidated financial statements have been consolidated on the basis that, for the periods prior to the completion of our IPO, such entities were under common control and are therefore reported at the historical cost of the predecessor entities.

For periods prior to 2010, we have reclassified certain other property-related revenue and tenant recoveries relating to our media and entertainment properties that had been included as an offset to corresponding operating expenses, such that our media and entertainment rental revenue, other property-related revenue, and tenant recoveries, and our media and entertainment operating expenses reflect the gross revenue and gross expenses, as applicable, without regard to such offset. In addition, for periods prior to 2011, we have reclassified office related parking revenue from tenant recoveries to parking and other. These reclassifications conform the periods prior to 2011 with the current period presentation.

*Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of commitments and contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an on-going basis, the Company evaluates its estimates, including those related to acquiring, developing and assessing the carrying values of its real estate properties, its accrued liabilities, and its qualification as a REIT. The Company bases its estimates on historical experience, current market conditions, and various other assumptions that are believed to be reasonable under the circumstances. Actual results could materially differ from these estimates.

*Investment in Real Estate Properties*

The properties are carried at cost less accumulated depreciation and amortization. The Company accounts for the cost of an acquisition, including the assumption of liabilities, to the acquired tangible assets and identifiable intangible assets and liabilities based on their estimated fair values in accordance with GAAP. The Company assesses fair value based on estimated cash flow projections that utilize discount and/or capitalization rates and available market information. Estimates of future cash flows are based on a number of factors including historical operating results, known and anticipated trends, and market and economic conditions. The fair value of tangible assets of an acquired property considers the value of the property as if it was vacant.

Acquisition-related expenses associated with acquisition of operating properties are expensed in the period incurred.

The Company records acquired “above and below” market leases at fair value using discount rates that reflect the risks associated with the leases acquired. The amount recorded is based on the present value of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) management’s estimate of fair market lease rates for each in-place lease, measured over a period equal to the remaining term of the lease for above-market leases and the initial term plus the extended term for any leases with below-market renewal options. Other intangible assets acquired include amounts for in-place lease values that are based on the Company’s evaluation of the specific characteristics of each tenant’s lease. Factors considered include estimates of carrying costs during hypothetical expected lease-up periods, market conditions and costs to execute similar leases. In estimating carrying costs, the Company includes estimates of lost rents at market rates during the hypothetical expected lease-up periods, which are dependent on local market conditions. In estimating costs to execute similar leases, the Company considers leasing commissions, legal and other related costs.

The Company capitalizes direct construction and development costs, including predevelopment costs, interest, property taxes, insurance and other costs directly related and essential to the acquisition, development or construction of a real estate project. Construction and development costs are capitalized while substantial activities are ongoing to prepare an asset for its intended use. The Company considers a construction project as substantially complete and held available for occupancy upon the completion of tenant improvements, but no later than one year after cessation of major construction activity. Costs incurred after a project is substantially complete and ready for its intended use, or after development activities have ceased, are expensed as incurred. Costs previously capitalized related to abandoned acquisitions or developments are charged to earnings. Expenditures for repairs and maintenance are expensed as incurred.

The Company computes depreciation using the straight-line method over the estimated useful lives of a range of 39 years for building and improvements, 15 years for land improvements, 5 or 7 years for furniture and fixtures and equipment, and over the shorter of asset life or life of the lease for tenant improvements. Depreciation is discontinued when a property is



**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

identified as held for sale. Above- and below-market lease intangibles are amortized to revenue over the remaining non-cancellable lease terms and bargain renewal periods, if any. Other in-place lease intangibles are amortized to expense over the remaining non-cancellable lease term and bargain renewal periods, if any.

***Impairment of Long-Lived Assets***

The Company assesses the carrying value of real estate assets and related intangibles whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable in accordance with GAAP. Impairment losses are recorded on real estate assets held for investment when indicators of impairment are present and the future undiscounted cash flows estimated to be generated by those assets are less than the assets' carrying amount. The Company recognizes impairment losses to the extent the carrying amount exceeds the fair value of the properties. Properties held for sale are recorded at the lower of cost or estimated fair value less cost to sell. The Company did not record any impairment charges related to its real estate assets and related intangibles during the twelve months ended December 31, 2011 and 2010. There were no properties held for sale at December 31, 2011 or 2010.

***Goodwill***

Goodwill represents the excess of acquisition cost over the fair value of net tangible and identifiable intangible assets acquired in business combinations. Our goodwill balance as of December 31, 2011 is \$8,754. We do not amortize this asset but instead analyze it on an annual basis for impairment. No impairments have been noted for the twelve months ended December 31, 2011 and 2010.

***Cash and Cash Equivalents***

Cash and cash equivalents are defined as cash on hand and in banks plus all short-term investments with a maturity of three months or less when purchased.

The Company maintains some of its cash in bank deposit accounts that, at times, may exceed the federally insured limit. No losses have been experienced related to such accounts.

***Restricted Cash***

Restricted cash consists of amounts held by lenders to provide for future real estate taxes and insurance expenditures, repairs and capital improvements reserves, general and other reserves and security deposits.

***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable consist of amounts due for monthly rents and other charges. The Company maintains an allowance for doubtful accounts for estimated losses resulting from tenant defaults or the inability of tenants to make contractual rent and tenant recovery payments. The Company monitors the liquidity and creditworthiness of its tenants and operators on an ongoing basis. This evaluation considers industry and economic conditions, property performance, credit enhancements and other factors. For straight-line rent amounts, the Company's assessment is based on amounts estimated to be recoverable over the term of the lease. At December 31, 2011, management believed that the collectability of straight-line rent balances are reasonably assured; however, a \$21 allowance was established against straight-line rent receivables. The Company evaluates the collectability of accounts receivable based on a combination of factors. The allowance for doubtful accounts is based on specific identification of uncollectible accounts and the Company's historical collection experience. The Company recognizes an allowance for doubtful accounts based on the length of time the receivables are past due, the current business environment and the Company's historical experience. Historical experience has been within management's expectations. The Company recognized \$925 of bad debt expense for the year ended December 31, 2011.

***Revenue Recognition***

The Company recognizes rental revenue from tenants on a straight-line basis over the lease term when collectability is reasonably assured and the tenant has taken possession or controls the physical use of the leased asset. If the lease provides for tenant improvements, the Company determines whether the tenant improvements, for accounting purposes, are owned by the tenant or the Company. When the Company is the owner of the tenant improvements, the tenant is not considered to have taken physical possession or have control of the physical use of the leased asset until the tenant improvements are substantially completed. When the tenant is the owner of the tenant improvements, any tenant improvement allowance that is funded is

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

treated as a lease incentive and amortized as a reduction of revenue over the lease term. Tenant improvement ownership is determined based on various factors including, but not limited to:

- whether the lease stipulates how and on what a tenant improvement allowance may be spent;
- whether the tenant or landlord retains legal title to the improvements at the end of the lease term;
- whether the tenant improvements are unique to the tenant or general-purpose in nature; and
- whether the tenant improvements are expected to have any residual value at the end of the lease.

Certain leases provide for additional rents contingent upon a percentage of the tenant's revenue in excess of specified base amounts or other thresholds. Such revenue is recognized when actual results reported by the tenant, or estimates of tenant results, exceed the base amount or other thresholds. Such revenue is recognized only after the contingency has been removed (when the related thresholds are achieved), which may result in the recognition of rental revenue in periods subsequent to when such payments are received.

Other property-related revenue is revenue that is derived from the tenants' use of lighting, equipment rental, parking, power, HVAC and telecommunications (phone and internet). Other property-related revenue is recognized when these items are provided.

Tenant recoveries related to reimbursement of real estate taxes, insurance, repairs and maintenance, and other operating expenses are recognized as revenue in the period the applicable expenses are incurred. The reimbursements are recognized and presented gross, as the Company is generally the primary obligor with respect to purchasing goods and services from third-party suppliers, has discretion in selecting the supplier and bears the associated credit risk.

The Company recognizes gains on sales of properties upon the closing of the transaction with the purchaser. Gains on properties sold are recognized using the full accrual method when (i) the collectability of the sales price is reasonably assured, (ii) the Company is not obligated to perform significant activities after the sale, (iii) the initial investment from the buyer is sufficient and (iv) other profit recognition criteria have been satisfied. Gains on sales of properties may be deferred in whole or in part until the requirements for gain recognition have been met.

***Deferred Financing Costs***

Deferred financing costs are amortized over the term of the respective loan.

***Derivative Financial Instruments***

The Company manages interest rate risk associated with borrowings by entering into interest rate derivative contracts. The Company recognizes all derivatives on the consolidated balance sheet at fair value. Derivatives that are not hedges are adjusted to fair value and the changes in fair value are reflected as income or expense. If the derivative is a hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the change in fair value of the hedged assets, liabilities, or firm commitments through earnings, or recognized in other comprehensive income, which is a component of equity. The ineffective portion of a derivative's change in fair value is immediately recognized in earnings.

The Company held one interest rate contract as of December 31, 2011, which has been accounted for as cash flow hedges as more fully described in footnote 6 below. The Company held one interest rate swap at December 31, 2010, which had been accounted for as a cash flow hedge as more fully described in footnote 6 below.

***Stock Based Compensation***

Accounting Standard Codification, or ASC, Topic 718, *Compensation—Stock Compensation* (referred to as ASC Topic 718 and formerly known as FASB 123R), requires us to recognize an expense for the fair value of equity-based compensation awards. Grants of stock options, restricted stock, restricted stock units and performance units under our equity incentive award plans are accounted for under ASC Topic 718. Our compensation committee will regularly consider the accounting implications of significant compensation decisions, especially in connection with decisions that relate to our equity incentive award plans and programs.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

***Income Taxes***

Our taxable income prior to the completion of our IPO is reportable by the members of the limited liability companies that comprise our predecessor. Our property-owning subsidiaries are limited liability companies and are treated as pass-through entities for income tax purposes. Accordingly, no provision has been made for federal income taxes in the accompanying consolidated financial statements for the activities of these entities.

We have elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended (the “Code”) commencing with our initial taxable year. To qualify as a REIT, we are required to distribute at least 90% of our REIT taxable income to our stockholders and meet the various other requirements imposed by the Code relating to such matters as operating results, asset holdings, distribution levels and diversity of stock ownership. Provided we qualify for taxation as a REIT, we are generally not subject to corporate level income tax on the earnings distributed currently to our stockholders that we derive from our REIT qualifying activities. If we fail to qualify as a REIT in any taxable year, and are unable to avail ourselves of certain savings provisions set forth in the Code, all of our taxable income would be subject to federal income tax at regular corporate rates, including any applicable alternative minimum tax.

We have elected, together with one of our subsidiaries, to treat such subsidiary as a taxable REIT subsidiary (“TRS”) for federal income tax purposes. Certain activities that we undertake must be conducted by a TRS, such as non-customary services for our tenants, and holding assets that we cannot hold directly. A TRS is subject to federal and state income taxes.

The Company is subject to the statutory requirements of the state in which it conducts business.

The Company periodically evaluates its tax positions to evaluate whether it is more likely than not that such positions would be sustained upon examination by a tax authority for all open tax years, as defined by the statute of limitations, based on their technical merits. As of December 31, 2011, the Company has not established a liability for uncertain tax positions.

***Fair Value of Assets and Liabilities***

Under GAAP, the Company is required to measure certain financial instruments at fair value on a recurring basis. In addition, the Company is required to measure other financial instruments and balances at fair value on a non-recurring basis (e.g., carrying value of impaired real estate and long-lived assets). Fair value is defined as the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The GAAP fair value framework uses a three-tiered approach. Fair value measurements are classified and disclosed in one of the following three categories:

- Level 1: unadjusted quoted prices in active markets that are accessible at the measurement date for identical assets or liabilities;
- Level 2: quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and
- Level 3: prices or valuation techniques where little or no market data is available that requires inputs that are both significant to the fair value measurement and unobservable.

When available, the Company utilizes quoted market prices from an independent third-party source to determine fair value and classifies such items in Level 1 or Level 2. In instances where the market for a financial instrument is not active, regardless of the availability of a nonbinding quoted market price, observable inputs might not be relevant and could require the Company to make a significant adjustment to derive a fair value measurement. Additionally, in an inactive market, a market price quoted from an independent third party may rely more on models with inputs based on information available only to that independent third party. When the Company determines the market for a financial instrument owned by the Company to be illiquid or when market transactions for similar instruments do not appear orderly, the Company uses several valuation sources (including internal valuations, discounted cash flow analysis and quoted market prices) and establishes a fair value by assigning weights to the various valuation sources.

Changes in assumptions or estimation methodologies can have a material effect on these estimated fair values. In this regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, may not be realized in an immediate settlement of the instrument.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

The Company considers the following factors to be indicators of an inactive market: (i) there are few recent transactions, (ii) price quotations are not based on current information, (iii) price quotations vary substantially either over time or among market makers (for example, some brokered markets), (iv) indexes that previously were highly correlated with the fair values of the asset or liability are demonstrably uncorrelated with recent indications of fair value for that asset or liability, (v) there is a significant increase in implied liquidity risk premiums, yields, or performance indicators (such as delinquency rates or loss severities) for observed transactions or quoted prices when compared with the Company's estimate of expected cash flows, considering all available market data about credit and other nonperformance risk for the asset or liability, (vi) there is a wide bid-ask spread or significant increase in the bid-ask spread, (vii) there is a significant decline or absence of a market for new issuances (that is, a primary market) for the asset or liability or similar assets or liabilities, and (viii) little information is released publicly (for example, a principal-to-principal market).

The Company considers the following factors to be indicators of non-orderly transactions: (i) there was not adequate exposure to the market for a period before the measurement date to allow for marketing activities that are usual and customary for transactions involving such assets or liabilities under current market conditions, (ii) there was a usual and customary marketing period, but the seller marketed the asset or liability to a single market participant, (iii) the seller is in or near bankruptcy or receivership (that is, distressed), or the seller was required to sell to meet regulatory or legal requirements (that is, forced), and (iv) the transaction price is an outlier when compared with other recent transactions for the same or similar assets or liabilities.

In August 2009, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2009-05, *Fair Value Measurements and Disclosures* (Topic 820), *Measuring Liabilities at Fair Value*. This update provides amendments to the ASC for the fair value measurement of liabilities. In circumstances in which a quoted price in an active market for the identical liability is not available, the reporting entity is required to measure fair value using (i) a valuation technique that uses the quoted price of the identical liability when traded as an asset or quoted prices for similar liabilities when traded as assets, or (ii) another valuation technique that is consistent with the principles of fair value measurement, such as the income approach or the market approach. The amendments in this update also clarify that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of the liability. These amendments to the ASC are effective upon issuance and did not have a significant impact on the Company's financial statements.

The Company's interest rate contract agreements are classified as Level 2 and their fair value is derived from estimated values obtained from observable market data for similar instruments.

Unrealized losses associated with Level 2 assets were \$1.0 million for the twelve months ended December 31, 2011. Unrealized gains associated with Level 2 liabilities were \$71 for the twelve months ended December 31, 2011. The unrealized losses and gains associated with Level 2 assets for the twelve months ended December 31, 2011 relate to interest rate contracts that have been accounted for as a cash flow hedges, therefore changes in the fair value of those derivatives are recognized in other comprehensive income, which is a component of equity.

Unrealized gains associated with Level 2 liabilities were \$353 for the twelve months ended December 31, 2010. The unrealized gains associated with Level 2 liabilities for the twelve months ended December 31, 2010 relate to an interest rate collar which expired on June 1, 2010 and an interest rate swap purchased on June 29, 2010. The interest rate collar was not designated as a hedging instrument for accounting purposes, therefore the gains associated with that Level 2 liability of \$7 for the twelve months ended December 31, 2010 are recognized in other comprehensive income, which is a component of equity. The interest rate swap was designated as a cash flow hedge, therefore the gains of \$347 for the twelve months ended December 31, 2010 are recognized in unrealized gain on interest rate contracts in the statement of operations.

***Recently Issued Accounting Literature***

Changes to GAAP are established by the FASB in the form of ASUs. We consider the applicability and impact of all ASUs. Recently issued ASUs not listed below are expected to not have any material impact on our consolidated financial position and results of operations, because either the ASU is not applicable or the impact is expected to be immaterial.

In December 2010, the FASB issued ASU No. 2010-29, "Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations." This guidance clarifies that the disclosure of supplementary proforma information for business combinations should be presented such that revenues and earnings of the combined entity are calculated as though the relevant business combinations that occurred during the current reporting period

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

had occurred as of the beginning of the comparable prior annual reporting period. The guidance also improves the usefulness of the supplementary proforma information by requiring a description of the nature and amount of material, non-recurring proforma adjustments that are directly attributable to the business combinations. The adoption of this ASU did not have a material impact on our financial position or results of operations.

In June 2011, the FASB issued Accounting Standard Update (ASU) No. 2011-05, *Comprehensive Income (Topic 220): Presentation of Comprehensive Income*. This ASU requires an entity to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income, or in two separate but consecutive statements. This ASU eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. This ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011, which for the Company means the first quarter of 2012. The Company does not believe the adoption of this guidance will have a material effect on its financial position or results of operations as it only affects presentation.

In September 2011, the FASB issued an accounting standards update that gives an entity the option to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. This guidance will be effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011, which will be the Company's fiscal year 2012, with early adoption permitted. The Company has adopted the guidance and it did not have a material impact on the Company's consolidated financial statements.

**3. Investment in Real Estate**

A summary of the activity of our investment in real estate is as follows:

	Year ended December 31, 2011	Year ended December 31, 2010	Year ended December 31, 2009
<b>Investment in real estate</b>			
Beginning balance	\$ 864,735	\$ 428,414	\$ 418,002
Acquisitions	181,926	421,262	—
Improvements, capitalized costs	14,354	15,059	10,488
Disposal	(511)	—	—
Cost of property sold	—	—	(76)
Ending Balance	<u>\$ 1,060,504</u>	<u>\$ 864,735</u>	<u>\$ 428,414</u>
<b>Accumulated depreciation</b>			
Beginning balance	\$ (27,113)	\$ (16,329)	\$ (8,810)
Additions	(26,727)	(10,784)	(7,532)
Deletions	511	—	13
Ending Balance	<u>\$ (53,329)</u>	<u>\$ (27,113)</u>	<u>\$ (16,329)</u>

We acquired GLB Encino, LLC, Glenborough Tierrasanta, LLC, and Hudson Capital, LLC as part of the formation transactions in connection with our IPO for approximately \$89.0 million. The results of operations for each of the acquired entities are included in our consolidated statements of operations beginning June 29, 2010. The following table represents our purchase price accounting for these acquisitions.

**Notes to Consolidated Financial Statements—(Continued)**  
(In thousands, except square footage and share data)

<u>Date of Acquisition</u>	GLB Encino, LLC and Glenborough Tierrasanta, LLC		Hudson Capital, LLC	<b>Total</b>
	June 29, 2010		June 29, 2010	
Consideration paid				
Issuance of common shares or common operating partnership units	\$	3,019	\$ 9,000	\$ 12,019
Issuance of preferred operating partnership units		12,475	—	12,475
Cash consideration		7,200	—	7,200
Debt assumed		57,300	—	57,300
<b>Total consideration paid</b>	<b>\$</b>	<b>79,994</b>	<b>\$ 9,000</b>	<b>\$ 88,994</b>
Accounting of consideration paid				
Investment in real estate, net	\$	72,978	\$ 255	\$ 73,233
Lease intangibles, net		6,570	—	6,570
Goodwill		—	8,754	8,754
Leasing costs		1,940		1,940
Fair market favorable debt value		280		280
Below-market leases		(1,062)		(1,062)
Cash		—	23	23
Other liabilities assumed, net		(712)	(32)	(744)
<b>Total consideration paid</b>	<b>\$</b>	<b>79,994</b>	<b>\$ 9,000</b>	<b>\$ 88,994</b>

During 2010, we acquired the Del Amo Office property, the 9300 Wilshire Boulevard office building, the 222 Kearny Street property, the Rincon Center joint venture interest, the 1455 Market property and the 10950 Washington Boulevard property. The results of operations for each of these acquisitions are included in our consolidated statements of operations from the date of acquisition. The following table represents our purchase price accounting for these acquisitions.

<u>Date of Acquisition</u>	<u>Del Amo</u>	<u>9300 Wilshire</u>	<u>222 Kearny</u>	<u>Rincon Center <sup>(1)</sup></u>	<u>1455 Market</u>	<u>10950 Washington</u>	<b>Total</b>
	<u>August 13, 2010</u>	<u>August 24, 2010</u>	<u>October 8, 2010</u>	<u>December 16, 2010</u>	<u>December 16, 2010</u>	<u>December 22, 2010</u>	
Consideration paid							
Cash consideration	\$ 27,327	\$ 14,684	\$ 34,174	\$ 38,391	\$ 92,365	\$ 16,409	\$ 223,350
Redeemable Non-controlling Interest in Consolidated Real Estate Entity	—	—	—	40,180	—	—	40,180
Debt Assumed	—	—	—	106,000	—	30,000	136,000
<b>Total consideration</b>	<b>\$ 27,327</b>	<b>\$ 14,684</b>	<b>\$ 34,174</b>	<b>\$ 184,571</b>	<b>\$ 92,365</b>	<b>\$ 46,409</b>	<b>\$ 399,530</b>
Accounting of consideration paid							
Investment in real estate, net	18,000	10,718	31,356	168,906	76,216	43,089	348,285
Above-market leases	2,626	689	1,296	3,693	903	1,160	10,367
Leases in-place	2,118	677	1,942	10,935	13,471	2,417	31,560
Other lease intangibles	558	198	491	3,692	8,212	765	13,916
Fair market unfavorable debt value	—	—	—	(650)	—	(230)	(880)
Below-market ground lease	4,198	2,822	494	—	—	—	7,514
Below-market leases	—	(104)	(691)	(1,576)	(5,899)	(1,201)	(9,471)
Other (liabilities) asset assumed, net	(173)	(316)	(714)	(429)	(538)	409	(1,761)
<b>Total consideration paid</b>	<b>\$ 27,327</b>	<b>\$ 14,684</b>	<b>\$ 34,174</b>	<b>\$ 184,571</b>	<b>\$ 92,365</b>	<b>\$ 46,409</b>	<b>\$ 399,530</b>

(1) We acquired a 51% joint venture interest in the Rincon Center property on December 16, 2010. On April 29, 2011 we acquired the remaining 49% interest in the Rincon Center property for approximately \$38.7 million (before closing costs and prorations).

During 2011, we acquired the 604 Arizona property, the 275 Brannan property and the 625 Second street property. The results of operations for each of these acquisitions are included in our consolidated statements of operations from the date of acquisition. The following table represents our purchase price accounting for these acquisitions.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

<b>Date of Acquisition</b>	<b>604 Arizona</b>	<b>275 Brannan</b>	<b>625 Second Street</b>	<b>6922 Hollywood Boulevard</b>	<b>6050 Ocean Way &amp; 1445 N. Beachwood</b>	<b>Total</b>
	<b>July 26, 2011</b>	<b>August 19, 2011</b>	<b>September 1, 2011</b>	<b>November 22, 2011</b>	<b>December 12, 2011</b>	
<b>Consideration paid</b>						
Cash consideration	\$ 21,373	\$ 12,370	\$ 23,419	\$ 50,555	\$ 6,502	\$ 114,219
Debt Assumed	—	—	33,700	42,247	—	75,947
<b>Total consideration</b>	<b>\$ 21,373</b>	<b>\$ 12,370</b>	<b>\$ 57,119</b>	<b>\$ 92,802</b>	<b>\$ 6,502</b>	<b>\$ 190,166</b>
<b>Accounting of consideration paid</b>						
Investment in real estate, net	20,366	12,250	53,394	88,999	6,916	181,925
Above-market leases	—	—	465	2,571	—	3,036
Leases in-place	1,121	—	2,799	4,767	—	8,687
Other lease intangibles	117	—	1,286	2,028	—	3,431
Fair market unfavorable debt value	—	—	(490)	(1,600)	—	(2,090)
Below-market leases	(104)	—	(1,054)	(4,265)	(416)	(5,839)
Other (liabilities) asset assumed, net	(127)	120	719	302	2	1,016
<b>Total consideration paid</b>	<b>\$ 21,373</b>	<b>\$ 12,370</b>	<b>\$ 57,119</b>	<b>\$ 92,802</b>	<b>\$ 6,502</b>	<b>\$ 190,166</b>

The table below shows the pro forma financial information (unaudited) for the twelve months ended December 31, 2011 and 2010 as if all properties had been acquired as of January 1, 2010.

	<b>Twelve Months Ended December 31,</b>	
	<b>2011</b>	<b>2010</b>
Total revenues	\$ 154,665	\$ 146,769
Net income (loss)	\$ (1,391)	\$ (648)

**Variable Interest Entities (“VIE”)**

In December 2009, the FASB issued ASU 2009-17, Consolidations (Topic 810): Improvements to Financial Reporting by Enterprises Involved with Variable Interest Entities. This ASU amends FASB Accounting Standards Codification for Statement 167 and introduces a more qualitative approach to evaluating VIEs for consolidation. In addition, we are required to perform an analysis to determine whether a variable interest gives us a controlling financial interest in a VIE. This analysis identifies the primary beneficiary of a VIE as the entity that has (i) the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance, and (ii) the obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE. In determining whether it has the power to direct the activities of the VIE that most significantly affect the VIE’s performance, the provision requires a company to assess whether it has an implicit financial responsibility to ensure that a VIE operates as designed. It also requires continuous reassessment of primary beneficiary status rather than periodic, event-driven assessments as previously required, and incorporates expanded disclosure requirements. This guidance was effective for interim and annual periods beginning after November 15, 2009.

Upon the acquisition of the 51% interest of the Rincon Center joint venture from an affiliate of Beacon Capital Partners on December 16, 2010, we concluded that the Rincon Center joint venture was a VIE and we were the primary beneficiary. As a result, we consolidated the joint venture. We had authority, power and discretion to manage and control the business and affairs of the property which included the day-to-day property management, leasing, development and obtaining property level financing. We had a call right and Beacon has a put right that, if exercised, obligated us to make an additional investment to acquire the remaining 49% interest in the Rincon Center joint venture in the second quarter of 2011 at a purchase price of approximately \$40.3 million, which included an allocation of net current assets. Further, if we had defaulted on our obligations under the put/call arrangement, we would have been obligated to pay a termination fee of \$17.5 million, and Beacon would have had the right to either purchase our interest in the Rincon Center joint venture or pursue a forced sale of the property. We acquired Beacon’s 49% interest in the Rincon Center joint venture on April 29, 2011, as described above.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

The carrying value of real estate, nonrecourse mortgage debt and noncontrolling interest of the VIE for which the Company is the primary beneficiary is as follows:

	December 31, 2011	December 31, 2010
Investment in real estate, net	\$ —	\$ 169,872
Notes payable, net of loan premium	\$ —	\$ 106,598
Redeemable non-controlling interest in consolidated real estate entity	\$ —	\$ 40,328

**4. Lease Intangibles**

The following summarizes our deferred leasing cost and lease intangibles as of:

	December 31, 2011	December 31, 2010
Above-market leases	\$ 18,748	\$ 15,755
Lease in-place	53,876	45,658
Below-market ground leases	7,513	7,513
Other lease intangibles	29,245	25,903
Lease commissions	642	957
Deferred leasing costs	7,988	4,154
	<u>118,012</u>	<u>99,940</u>
Accumulated amortization	(33,881)	(13,555)
Deferred leasing costs and lease intangibles, net	<u>\$ 84,131</u>	<u>\$ 86,385</u>
Below-market leases	30,418	24,702
Accumulated accretion	(7,557)	(3,719)
Acquired lease intangible liabilities, net	<u>\$ 22,861</u>	<u>\$ 20,983</u>

During the years ended December 31, 2011, 2010 and 2009, the Company recognized \$17,671, \$4,932, and \$2,528, respectively, of amortization expense related to lease costs and in-place leases, and amortized \$3,312, \$1,119, and \$672, respectively, of above-market leases against rental revenue. As of December 31, 2011, the weighted-average amortization period for lease intangibles is 7.45 years.

As of December 31, 2011, the estimated aggregate amortization of deferred leasing costs and lease intangible assets, net for each of the next five years and thereafter are as follows:

2011	\$ 20,716
2012	17,187
2013	11,368
2014	9,984
2015	7,946
Thereafter	16,930
	<u>\$ 84,131</u>

During the years ended December 31, 2011, 2010 and 2009, the Company amortized \$3,961, \$1,186, and \$1,096, respectively of below-market leases in rental revenue. As of December 31, 2011, the weighted-average amortization period for below-market leases is 6.01 years.



**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

As of December 31, 2011 the estimated amortization of below-market leases, net for each of the next five years and thereafter are as follows:

2011	\$	5,273
2012		4,542
2013		2,396
2014		2,051
2015		1,815
Thereafter		6,784
	<u>\$</u>	<u>22,861</u>

**5. Prepaid Expenses and Other Assets**

Prepaid expenses and other assets consisted of the following as of:

	<b>December 31, 2011</b>	<b>December 31, 2010</b>
Prepaid insurance	\$ 2,259	\$ 2,078
Prepaid property taxes	—	335
Corporate furniture, fixtures and equipment, net of accumulated depreciation of \$467 and \$275 respectively	182	286
Trade name, net of accumulated amortization of \$446 and \$345, respectively	575	677
Other	1,482	1,040
	<u>\$ 4,498</u>	<u>\$ 4,416</u>

Trade name is being amortized over a ten year period from the date of acquisition of our Sunset Gower property on August 17, 2007.

**6. Notes Payable**

*Senior Secured Revolving Credit Facility*

In conjunction with our IPO and formation transactions, we entered into a \$200.0 million secured revolving credit facility with a group of lenders for which an affiliate of Barclays Capital Inc. acts as administrative agent and joint lead arranger and affiliates of Merrill Lynch, Pierce, Fenner & Smith Incorporated act as syndication agent and joint lead arranger. Until it was amended on April 4, 2011, the credit facility bore interest at a rate per annum equal to LIBOR plus 325 basis points to 400 basis points, depending on our leverage ratio, subject to a LIBOR floor of 1.50%. On April 4, 2011, we amended this facility as described more fully in this footnote below.

The amount available for us to borrow under the facility is subject to the lesser of a percentage of the appraisal value of our properties that form the borrowing base of the facility and a minimum implied debt service coverage ratio. As a result of the April 4, 2011 amendment, the secured revolving credit facility now bears interest at a rate per annum equal to LIBOR plus 250 basis points to 325 basis points (down from 325 basis points to 400 basis points), depending on our leverage ratio, and is no longer subject to a LIBOR floor of 1.50%. The secured revolving credit facility continues to include an accordion feature that allows us to increase the availability by \$50.0 million, to \$250.0 million, under specified circumstances. Our ability to borrow under the facility is subject to continued compliance with a number of customary restrictive covenants, including:

- a maximum leverage ratio (defined as consolidated total indebtedness to total asset value) of 0.60:1.00;
- a minimum fixed charge coverage ratio (defined as consolidated earnings before interest, taxes; depreciation and amortization to consolidated fixed charges) of 1.75:1.00;
- a maximum consolidated floating rate debt ratio (defined as consolidated floating rate indebtedness to total asset value) of 0.25:1.00;
- a maximum recourse debt ratio (defined as recourse indebtedness other than indebtedness under the revolving credit

**Notes to Consolidated Financial Statements—(Continued)**  
(In thousands, except square footage and share data)

- facility but including unsecured lines of credit to total asset value) of 0.15:1.00; and
- a minimum tangible net worth equal to at least 85% of our tangible net worth at the closing of our IPO plus 75% of the net proceeds of any additional equity issuances.

At December 31, 2011, the Company is in compliance with these covenants. As of December 31, 2011, the Company had total borrowing capacity of approximately \$159.9 million on its secured credit facility, of which \$121.0 million had been drawn. Subsequent to year-end, the Company completed the financings and public offering described “—Subsequent Events” below and applied proceeds from those to repay indebtedness under the secured revolving credit facility such that there was no outstanding balance under the facility as of the date of this report.

The following table sets forth information as of December 31, 2011 with respect to our outstanding indebtedness. The \$37.0 million note outstanding as of December 31, 2010 and secured by the Sunset Bronson property summarized below was repaid from proceeds of the \$92.0 million note secured by Sunset Gower / Sunset Bronson properties as described in (2) below. The \$106.0 million note outstanding as of December 31, 2010 and secured by the Rincon Center property summarized below was repaid from proceeds of the \$110.0 million note secured by Rincon Center property as described in (3) below.

Notes Payable	Outstanding		Interest Rate <sup>(1)</sup>	Maturity Date
	December 31, 2011	December 31, 2010		
Mortgage loan secured by Sunset Bronson <sup>(2)</sup>	\$ —	\$ 37,000	LIBOR+3.65%	4/30/2011
Mortgage loan secured by Rincon Center <sup>(3)</sup>	—	106,000	6.08%	7/1/2011
Mortgage loan secured by First Financial <sup>(4)</sup>	—	43,000	5.34%	12/1/2011
Mortgage loan secured by Tierrasanta <sup>(5)</sup>	—	14,300	5.62%	12/1/2011
Mortgage loan secured by 10950 Washington <sup>(6)</sup>	—	30,000	5.94%	2/11/2012
Secured Revolving Credit Facility	121,000	111,117	LIBOR+2.50% to 3.25%	6/29/2013
Mortgage loan secured by 625 Second Street <sup>(7)</sup>	33,700	—	5.85%	2/1/2014
Mortgage loan secured by 6922 Hollywood Boulevard <sup>(8)</sup>	42,174	—	5.58%	1/1/2015
Mortgage loan secured by Sunset Gower/Sunset Bronson <sup>(2)</sup>	92,000	—	LIBOR+3.50%	2/11/2016
Mortgage loan secured by Rincon Center <sup>(3)</sup>	109,032	—	5.13%	5/1/2018
Subtotal	\$ 397,906	\$ 341,417		
Unamortized loan premium, net <sup>(9)</sup>	1,965	643		
Total	<u>\$ 399,871</u>	<u>\$ 342,060</u>		

- (1) Interest rate with respect to indebtedness is calculated on the basis of a 360-day year for the actual days elapsed, excluding the amortization of loan fees and costs.
- (2) On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment properties. The loan bears interest at a rate equal to one-month LIBOR plus 3.50%. \$37.0 million of the loan was subject to an interest rate contract, which swaps one-month LIBOR to a fixed rate of 0.75% through April 30, 2011. On March 16, 2011, we purchased an interest rate cap in order to cap one-month LIBOR at 3.715% with respect to \$50.0 million of the loan through its maturity on February 11, 2016. On January 11, 2012 we purchased an interest rate cap in order to cap one-month LIBOR at 2.00% with respect to \$42.0 million of the loan through its maturity on February 11, 2016. Proceeds from the loan were used to fully refinance a \$37.0 million mortgage loan secured by our Sunset Bronson property that was scheduled to mature on April 30, 2011. Until its repayment on February 11, 2011, the \$37.0 million mortgage loan secured by our Sunset Bronson property incurred interest at a rate of one-month LIBOR plus 3.65% and was subject to the same interest rate contract swapping one-month LIBOR to a fixed rate of 0.75% described earlier.
- (3) Outstanding balance as of December 31, 2010 reflects full project-level indebtedness on Rincon Center, without pro rata adjustment for our 51% share of the Rincon Center joint venture. On April 29, 2011, we closed a seven-year term loan totaling \$110.0 million with JPMorgan Chase Bank, National Association, secured by our Rincon Center property. The loan bears interest at a fixed annual rate of 5.134%. The loan fully refinanced the prior \$106.0 million project loan on the property that was scheduled to mature on July 1, 2011.
- (4) This loan was fully repaid as of September 1, 2011.
- (5) This loan was fully repaid as of June 1, 2011.
- (6) This loan was fully repaid as of December 12, 2011.
- (7) This loan was assumed on September 1, 2011 in connection with the closing of our acquisition of 625 Second Street property.
- (8) This loan was assumed on November 22, 2011 in connection with the closing of our acquisition of the 6922 Hollywood Boulevard property.
- (9) Represents unamortized amount of the non-cash mark-to-market adjustment on debt associated with the First Financial (as of December 31, 2010, only), Tierrasanta (as of December 31, 2010, only), Rincon (as of December 31, 2010, only), 10950 Washington (as of December 31, 2010, only), 625 Second Street (as of December 31, 2011 only) and 6922 Hollywood Boulevard (as of December 31, 2011 only).

The Company presents its financial statements on a consolidated basis. Notwithstanding such presentation, except to the extent expressly indicated, such as in the case of the project financing for our Sunset Gower and Sunset Bronson properties, our

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

separate property owning subsidiaries are not obligors of or under the debt of their respective affiliates and each property owning subsidiary's separate liabilities do not constitute obligations of its respective affiliates.

The minimum future annual principal payments due on our secured notes payable at December 31, 2011, excluding the non-cash loan premium amortization, were as follows (in thousands) :

2012	\$	2,394
2013		123,549
2014		37,799
2015		42,427
2016		91,290
Thereafter		100,447
Total future minimum rents	\$	<u>397,906</u>

Subsequent to year end, we repaid the balance of all the 2012 maturities listed above. See Note 15.

### 7. Interest Rate Contracts

At December 31, 2011, we had only one \$50.0 million interest rate cap, which was purchased on March 16, 2011 to cap one-month LIBOR at 3.715% through February 11, 2016. The interest rate cap was purchased to cap the interest rate risk on \$50.0 million of the five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment properties. The loan bears interest at a rate equal to one-month LIBOR plus 3.50%. We designated that interest rate cap contract as a cash flow hedge for accounting purposes. On January 11, 2012 we purchased an additional interest rate cap in order to cap one-month LIBOR at 2.00% with respect to the remaining \$42.0 million of the loan through its maturity on February 11, 2016. We also designated that interest rate cap contract as a cash flow hedge for accounting purposes.

Prior to 2011, the indebtedness encumbering the Sunset Bronson property was subject to a collar on the LIBOR portion of the interest rate of not less than 2.55% and no greater than 3.87% until June 1, 2010. We had not designated the interest rate collar agreement as a hedging instrument for accounting purposes; therefore, the change in the fair value of the derivative instrument is reported in earnings. From and after June 1, 2010, the applicable interest rate became 5.90% per annum, until a new secured interest rate contract went effective upon the closing of the IPO and related formation transaction on June 29, 2010, which swapped one-month LIBOR to a fixed rate of 0.75%. The interest rate contract for Sunset Bronson fixed one-month LIBOR on the full \$37.0 million notional loan amount through April 30, 2011 on terms identical to the terms of the mortgage loan. We designated that interest rate swap as a cash flow hedge for accounting purposes.

The fair market value of the interest rate cap on \$50.0 million of the \$92.0 million secured by our Sunset Gower and Sunset Bronson media and entertainment properties at December 31, 2011 was \$164, and the fair market value of the interest rate swap at December 31, 2011 and December 31, 2010 was \$0 and a liability of \$71, respectively.

### 8. Future Minimum Base Rents and Lease Payments Future Minimum Rents

Our properties are leased to tenants under operating leases with initial term expiration dates ranging from 2011 to 2020. Approximate future combined minimum rentals (excluding tenant reimbursements for operating expenses and without regard to cancellation options) for properties at December 31, 2011 are as follows for the years/periods ended December 31. The table does not include rents under leases at our media and entertainment properties with terms of one year or less.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

2012	\$	62,412
2013		58,761
2014		50,394
2015		46,487
2016		40,248
Thereafter		85,020
<b>Total future minimum rents</b>	<b>\$</b>	<b>343,322</b>

**Future Minimum Lease Payments**

In conjunction with the acquisition of the Sunset Gower Property, our subsidiary, SGS Realty II, LLC, assumed a ground lease agreement (expiring March 31, 2060) for a portion of the land with an unrelated party. Commencing September 1, 2007, the monthly rent increased to \$15, whereas the monthly rent totaled \$14 at the time of acquisition. The rental rate was subject to adjustment in March 2011 and every seven years thereafter. In conjunction with the acquisition of the Del Amo Office building, our subsidiary, Hudson Del Amo Office, LLC, assumed a ground sublease (expiring June 30, 2049) with an unrelated party. Rent under the ground sublease is \$1.00 per year, with the sublessee being responsible for all impositions, insurance premiums, operating charges, maintenance charges, construction costs and other charges, costs and expenses that arise or may be contemplated under any provisions of the ground sublease. In conjunction with the acquisition of the 9300 Wilshire Boulevard building, our subsidiary, Hudson 9300 Wilshire, LLC, assumed a ground lease (expiring August 14, 2032) with an unrelated party. Minimum rent under the ground lease is \$75 per year (additional rent under this lease of 6% of gross rentals less minimum rent, as defined in such lease, is not included in this amount). In conjunction with the acquisition of the 222 Kearny Office building, our subsidiary, Hudson 222 Kearny, LLC, assumed a ground lease (expiring June 14, 2054) with an unrelated party. Minimum rent under the ground lease is the greater of \$975 per year or 20.0% of the first \$8,000 of the tenant's "Operating Income" during any "Lease Year," as such terms are defined in the ground lease. The chart below reflects the \$975 per year lease payment.

The following table provides information regarding our future minimum lease payments at December 31, 2011 under these lease agreements.

2012	\$	1,231
2013		1,231
2014		1,231
2015		1,231
2016		1,231
Thereafter		45,619
<b>Total future minimum rents</b>	<b>\$</b>	<b>51,774</b>

**9. Fair Value of Financial Instruments**

The carrying values of cash and cash equivalents, restricted cash, receivables, payables, and accrued liabilities are reasonable estimates of fair value because of the short-term maturities of these instruments. Fair values for notes payable are estimates based on rates currently prevailing for similar instruments of similar maturities. The estimated fair values of interest-rate contract/cap arrangements were derived from estimated values based on observable market data for similar instruments.

	December 31, 2011		December 31, 2010	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Notes payable	\$ 399,871	\$ 404,144	\$ 342,060	\$ 342,153
Derivative assets, disclosed as "Interest rate contracts"	164	164	—	—
Derivative liabilities, disclosed as "Interest rate contracts"	—	—	71	71

All items listed in the table above are Level 2 fair value measurements.

**10. Commitments and Contingencies**

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

### ***Legal***

From time to time, the Company is party to various lawsuits, claims and other legal proceedings arising out of, or incident to, our ordinary course of business. Management believes, based in part upon consultation with legal counsel, that the ultimate resolution of all such claims will not have a material adverse effect on the Company's results of operations, financial position, or cash flows. As of December 31, 2011, the risk of material loss from such legal actions impacting the Company's financial condition or results from operations has been assessed as remote

### ***Concentrations***

All of the Company's Properties are located in California which exposes the Company to greater economic risks than if it owned a more geographically dispersed portfolio. Further, for the twelve months ended December 31, 2011 and 2010, approximately 26% and 56%, respectively, of the Company's revenues were derived from tenants in the media and entertainment industry, which makes the Company susceptible to demand for rental space in such industry. Consequently, the Company is subject to the risks associated with an investment in real estate with a concentration of tenants in that industry.

Bank of America leases approximately 832,549 square feet of our 1455 Market property for various lease terms ranging between one and seven years. As a result of our purchase of this property on December 16, 2010, this lease did not account for a significant portion of our total revenue for the twelve months ended December 31, 2010. For the twelve months ended December 31, 2011, the Bank of America Lease accounted for approximately 9% of our total revenue.

### **11. Related Party Transactions**

Until the IPO and related formation transactions, the media and entertainment properties owned by our predecessor were managed by Hudson Studios Management, LLC and our City Plaza office property was managed by Hudson OP Management, LLC (Hudson Studios Management, LLC and Hudson OP Management, LLC are collectively referred to as "Hudson Management"), both of which were affiliates of our predecessor. For the twelve months ended December 31, 2010 and 2009, management fees of \$460 and \$1,111, respectively, had been incurred. In addition, Hudson Management was entitled to a construction management fee of \$300 plus 5% of the hard costs in association with other future developments. As of December 31, 2010 and 2009, \$300 of construction management fees had been capitalized to construction in progress. These agreements were effectively terminated upon our acquisition of Hudson Management.

The developers and managers of the 875 Howard Street Property were TMG Partners and Flynn Properties, Inc. TMG Partners was also the managing member. TMG Partners and Flynn Properties, Inc. jointly began providing property management services for the 875 Howard Street Property starting February 15, 2007. A monthly property management fee equal to the greater of \$20 per month or 2.5% of gross rents received from tenants during each calendar month was paid in equal parts to TMG Partners and Flynn Properties, Inc. These fees totaled \$152 and \$240, respectively, for the twelve months ended December 31, 2010 and 2009.

### **12. Segment Reporting**

The Company's reporting segments are based on the Company's method of internal reporting which classifies its operations into two reporting segments: (i) office properties, and (ii) media and entertainment properties. The Company evaluates performance based upon property net operating income from continuing operations ("NOI") of the combined properties in each segment. NOI is not a measure of operating results or cash flows from operating activities as measured by GAAP, is not indicative of cash available to fund cash needs and should not be considered an alternative to cash flows as a measure of liquidity. All companies may not calculate NOI in the same manner. The Company considers NOI to be an appropriate supplemental financial measure to net income because it helps both investors and management to understand the core operations of the Company's properties. The Company defines NOI as operating revenues (including rental revenues, other property-related revenue, tenant recoveries and other operating revenues), less property-level operating expenses (which includes external management fees and property-level general and administrative expenses). NOI excludes corporate general and administrative expenses, depreciation and amortization, impairments, gain/loss on sale of real estate, interest expense, acquisition-related expenses and other non-operating items.

Summary information for the reportable segments for the twelve months ended December 31, 2011 is as follows:

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

	<b>Office Properties</b>	<b>Media and Entertainment Properties</b>	<b>Total</b>
Revenue	\$ 105,208	\$ 36,981	\$ 142,189
Operating expenses	44,740	22,446	67,186
Net operating income	\$ 60,468	\$ 14,535	\$ 75,003

Summary information for the reportable segments for the twelve months ended December 31, 2010 is as follows:

	<b>Office Properties</b>	<b>Media and Entertainment Properties</b>	<b>Total</b>
Revenue	\$ 26,503	\$ 34,137	\$ 60,640
Operating expenses	10,212	19,815	30,027
Net operating income	\$ 16,291	\$ 14,322	\$ 30,613

Summary information for the reportable segments for the twelve months ended December 31, 2009 is as follows:

	<b>Office Properties</b>	<b>Media and Entertainment Properties</b>	<b>Total</b>
Revenue	\$ 13,322	\$ 31,199	\$ 44,521
Operating expenses	6,242	19,545	25,787
Net operating income	\$ 7,080	\$ 11,654	\$ 18,734

The following is reconciliation from NOI to reported net income, the most direct comparable financial measure calculated and presented in accordance with GAAP:

	<b>December 31, 2011</b>	<b>December 31, 2010</b>	<b>December 31, 2009</b>
Net operating income	\$ 75,003	\$ 30,613	\$ 18,734
General and administrative	(13,038)	(4,493)	—
Depreciation and amortization	(44,660)	(15,912)	(10,908)
Interest income	73	59	19
Unrealized gain on interest rate contract	—	347	400
Interest expense	(17,480)	(8,831)	(8,792)
Acquisition-related expenses	(1,693)	(4,273)	—
Other expense	(443)	(192)	(97)
Net loss	\$ (2,238)	\$ (2,682)	\$ (644)

There were no intersegment sales or transfers during either of the twelve month periods ended December 31, 2011 and 2010.

**13. Equity**

*Non-controlling Interests*

*Common units in the Operating Partnership*

Common units in our operating partnership are not owned by us, consisted of 2,610,941 common units of partnership interest in our operating partnership, or common units, and represented approximately 7.2% of the all common units in our operating partnership at December 31, 2011. Common units and shares of our common stock have essentially the same economic characteristics as they share equally in the total net income or loss distributions of our operating partnership. Investors who own common units have the right to cause our operating partnership to redeem any or all of their common units

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

for cash equal to the then-current market value of one share of common stock, or, at our election, shares of our common stock on a one-for-one basis.

***6.25% Series A Cumulative Redeemable Preferred units of the Operating Partnership***

Series A cumulative redeemable preferred units in our operating partnership are 499,014 series A preferred units of partnership interest in our operating partnership, or series A preferred units, that are not owned by us. These series A preferred units are entitled to preferential distributions at a rate of 6.25% per annum on the liquidation preference of \$25.00 per unit and are convertible at the option of the holder into common units or redeemable into cash or, at our option, exchangeable for registered shares of common stock, in each case after an initial holding period of not less than three years from the consummation of this offering. For a description of the conversion and redemption rights of the series A preferred units, please see “Description of the Partnership Agreement of Hudson Pacific Properties, L.P.—Material Terms of Our Series A Preferred Units” in our June 23, 2010 Prospectus.

***Redeemable non-controlling interest in consolidated real estate entity***

Redeemable non-controlling interest in consolidated real estate entity relates to a joint venture relationship with an affiliate of Beacon Capital Partners (“Beacon”), an unrelated third party, in the Rincon Center property. We acquired a 51% interest in a 581,000 square foot commercial space owned by Beacon as described in note 3. We had a call right and Beacon had a put right that, if exercised, obligated us to make an additional investment to acquire the remaining 49% interest in the Rincon Center joint venture in the second quarter of 2011. On February 24, 2011, we exercised the call right and completed the acquisition of Beacon's 49% interest on April 29, 2011 for a purchase price of \$38.7 million (before closing costs and prorations). In connection with the completion of this acquisition, we refinanced the Rincon Center property as described more fully in footnote 5 above.

***8.375% Series B Cumulative Redeemable Preferred Stock***

Series B cumulative redeemable preferred stock are 3,500,000 shares of our series B preferred stock, \$0.01 par value per share. Dividends on our series B preferred stock are cumulative from the date of original issue (December 10, 2010) and payable quarterly on or about the last calendar day of each March, June, September and December, commencing on December 31, 2010, at the rate of 8.375% per annum of its \$25.00 per share liquidation preference (equivalent to \$2.09375 per share per annum). If following a change of control of the Company, either our series B preferred stock (or any preferred stock of the surviving entity that is issued in exchange for our series B preferred stock) or the common stock of the surviving entity, as applicable, is not listed on the New York Stock Exchange, or NYSE, or quoted on the NASDAQ Stock Market, or NASDAQ (or listed or quoted on a successor exchange or quotation system), holders of our series B preferred stock will be entitled to receive cumulative cash dividends from, and including, the first date on which both the change of control occurred and either our series B preferred stock (or any preferred stock of the surviving entity that is issued in exchange for our series B preferred stock) or the common stock of the surviving entity, as applicable, is not so listed or quoted, at the increased rate of 12.375% per annum per share of the liquidation preference of our series B preferred stock (equivalent to \$3.09375 per annum per share) for as long as either our series B preferred stock (or any preferred stock of the surviving entity that is issued in exchange for our series B preferred stock) or the common stock of the surviving entity, as applicable, is not so listed or quoted. Except in instances relating to preservation of our qualification as a REIT or in connection with a change of control of the Company, our series B preferred stock is not redeemable prior to December 10, 2015. On and after December 10, 2015, we may redeem our series B preferred stock in whole, at any time, or in part, from time to time, for cash at a redemption price of \$25.00 per share, plus any accrued and unpaid dividends to, but not including, the date of redemption. If at any time following a change of control either our series B preferred stock (or any preferred stock of the surviving entity that is issued in exchange for our series B preferred stock) or the common stock of the surviving entity, as applicable, is not listed on the NYSE or quoted on NASDAQ (or listed or quoted on a successor exchange or quotation system), we will have the option to redeem our series B preferred stock, in whole but not in part, within 90 days after the first date on which both the change of control has occurred and either our series B preferred stock (or any preferred stock of the surviving entity that is issued in exchange for our series B preferred stock) or the common stock of the surviving entity, as applicable, is not so listed or quoted, for cash at \$25.00 per share, plus accrued and unpaid dividends, if any, to, but not including, the redemption date. Our series B preferred stock has no maturity date and will remain outstanding indefinitely unless redeemed by us, and it is not subject to any sinking fund or mandatory redemption and is not convertible into any of our other securities. For a full description of the Series B cumulative redeemable preferred stock, please see “Description of our Preferred Stock” in our December 7, 2010 Prospectus.

**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

**Secondary Common Stock Offering and Private Placement**

On May 3, 2011, we completed the public offering of 6,950,000 shares of common stock and the exercise of the underwriters' over-allotment option to purchase an additional 1,042,500 shares of our common stock at the public offering price of \$14.62 per share. We also completed the private placement of 3,125,000 shares to investment funds affiliated with Farallon Capital Management, L.L.C., at the same price.

Total proceeds from the public offering and the concurrent private placement, after underwriters' discount, were approximately \$156.7 million (before transaction costs). Of the total, approximately \$96.5 million was from the public offering of common stock, approximately \$14.5 million was from the exercise of the over-allotment option and approximately \$45.7 million was from the private placement investment.

**Dividends**

During the fourth quarter for 2011, we declared dividends on our common stock and non-controlling common partnership interests of \$0.125 per share and unit. We also declared dividends on our series A preferred partnership interests of \$0.3906 per unit. In addition, we declared dividends on our series B preferred shares of \$0.52344 per share. The fourth quarter dividends were declared on December 9, 2011 to holders of record on December 20, 2011.

**Taxability of Dividends**

Earnings and profits, which determine the taxability of distributions to stockholders, may differ from income reported for financial reporting purposes due to the differences for federal income tax purposes in the treatment of loss on extinguishment of debt, revenue recognition, and compensation expense and in the basis of depreciable assets and estimated useful lives used to compute depreciation.

The Company's dividends related to its common stock (CUSIP #444097109) and described above under "Dividends," will be classified for United States federal income tax purposes as follows (unaudited):

Record Date	Payment Date	Distributions per Share	Ordinary Dividends			Return of Capital
			Total	Non-qualified	Qualified	
3/21/2011	3/31/2011	\$ 0.12500	\$ 0.11688	\$ 0.11205	\$ 0.00483	\$ 0.00812
6/20/2011	6/30/2011	\$ 0.12500	\$ 0.11688	\$ 0.11205	\$ 0.00483	\$ 0.00812
9/20/2011	9/30/2011	\$ 0.12500	\$ 0.11688	\$ 0.11205	\$ 0.00483	\$ 0.00812
12/20/2011	12/31/2011	\$ 0.12500	\$ 0.11688	\$ 0.11205	\$ 0.00483	\$ 0.00812
<b>Total</b>		<b>\$ 0.50000</b>	<b>\$ 0.46752</b>	<b>\$ 0.44820</b>	<b>\$ 0.01932</b>	<b>\$ 0.03248</b>
		100%	93.51%			6.49%

The Company's dividends related to its 8.375% Series B Cumulative Preferred Stock (CUSIP #444097208) and described above under "Dividends," will be classified for United States federal income tax purposes as follows (unaudited):

Record Date	Payment Date	Distributions per Share	Ordinary Dividends		
			Total	Non-qualified	Qualified
3/21/2011	3/31/2011	\$ 0.52344	\$ 0.52344	\$ 0.50180	\$ 0.02164
6/20/2011	6/30/2011	\$ 0.52344	\$ 0.52344	\$ 0.50180	\$ 0.02164
9/20/2011	9/30/2011	\$ 0.52344	\$ 0.52344	\$ 0.50180	\$ 0.02164
12/20/2011	12/31/2011	\$ 0.52344	\$ 0.52344	\$ 0.50180	\$ 0.02164
<b>Total</b>		<b>\$ 2.09376</b>	<b>\$ 2.09376</b>	<b>\$ 2.00720</b>	<b>\$ 0.08656</b>

**Stock-Based Compensation**



**Notes to Consolidated Financial Statements—(Continued)**  
**(In thousands, except square footage and share data)**

The Board of Directors awards restricted shares to non–employee board members on an annual basis as part of such board members' annual compensation and to newly elected non–employee board members in accordance with our board of directors compensation program. The share–based awards are generally issued in the second quarter, and the individual share awards vest in equal annual installments over the applicable service vesting period, which will be three years.

In addition, The Board of Directors awards restricted shares to employees on an annual basis as part of the employees' annual compensation. The share-based awards are generally issued in the fourth quarter, and the individual share awards vest in equal annual installments over the applicable service vesting period, which will be three years.

The following table summarizes the restricted share activity for the twelve months ended December 31, 2011 and status of all restricted share awards, to our non-employee board members and employees at December 31, 2011:

Nonvested Shares	Shares	Weighted–Average Grant–Date Fair Value
Outstanding at January 1, 2011	490,442	\$ 16.11
Granted	307,282	13.72
Vested	(161,523)	16.10
Canceled	(7,535)	17.00
	628,666	\$ 14.93

Year ended	Non-Vested shares issued	Weighted average grant - dated fair value	Vested Shares	Total Vest- Date fair value (1) (in thousands)
2011	307,282	\$ 13.72	(161,523)	\$ 2,359
2010	490,442	\$ 16.11	—	—

We have elected to recognize the total compensation expense for time-vested shares on a straight-line basis over the vesting period based on the fair value of the award on the date of grant. For the twelve months ended December 31, 2011 and 2010, \$2,660 and \$765, respectively, of non-cash compensation expense was recognized in general and administrative expenses and additional paid-in capital.

**14. Quarterly Financial Information (unaudited)**

**Notes to Consolidated Financial Statements—(Continued)**  
(In thousands, except square footage and share data)

	Three months ended			
	December 31, 2011	September 31, 2011	June 30, 2011	March 31, 2011
Total revenues	\$ 37,061	\$ 36,917	\$ 33,407	\$ 34,804
Net (loss) income	(1,318)	(803)	(210)	93
Less: Net income attributable to preferred stock and units	(2,027)	(2,027)	(2,027)	(2,027)
Less: Net income attributable to restricted shares	(54)	(53)	(62)	(62)
Less: Net (income) loss attributable to non-controlling interest in consolidated real estate entities	—	—	10	(813)
Add: Net loss attributable to common units in the Operating Partnership	248	211	188	299
Net loss attributable to Hudson Pacific Properties, Inc. shareholders' / controlling members' equity	\$ (3,151)	\$ (2,672)	\$ (2,101)	\$ (2,510)
Net loss attributable to common shareholders' per share - basic and diluted	\$ (0.10)	\$ (0.08)	\$ (0.07)	\$ (0.11)
Weighted average shares of common stock outstanding - basic and diluted	33,150,491	33,146,334	29,161,139	21,949,118

	Three months ended			
	December 31, 2010	September 31, 2010	June 30, 2010	March 31, 2010
Total revenues	\$ 21,090	\$ 17,505	\$ 11,087	\$ 10,982
Net (loss) income	(531)	27	(2,847)	669
Less: Net income attributable to preferred stock and units	(622)	(195)	(4)	—
Less: Net income attributable to restricted shares	(25)	(25)	—	—
Less: Net (income) loss attributable to non-controlling interest in consolidated real estate entities	(148)	—	32	(3)
Add: Net loss attributable to common units in the Operating Partnership	141	21	256	—
Net loss attributable to Hudson Pacific Properties, Inc. shareholders' / controlling members' equity	\$ (1,185)	\$ (172)	\$ (2,563)	\$ 666
Net loss attributable to common shareholders' per share - basic and diluted	\$ (0.05)	\$ (0.01)		
Weighted average shares of common stock outstanding - basic and diluted	21,946,508	21,946,508		

## 15. Subsequent Events

### *Financings*

#### *First Financial*

On January 19, 2012 we closed a 10-year term loan totaling \$43.0 million with PNC Bank, National Association secured by our First Financial Plaza property. The loan bears interest at a fixed annual rate of 4.58% and will mature on February 1, 2022. Proceeds from the loan were used to repay indebtedness under our secured revolving credit facility.

#### *10950 Washington*

On February 11, 2012, we closed a 10-year term loan totaling \$30.0 million with Cantor Commercial Real Estate Lending, L.P., secured by our 10950 Washington property. The loan bears interest at a fixed annual rate of 5.316% and will mature on March 11, 2022. Proceeds from the loan were primarily used to repay indebtedness under our secured revolving credit facility.

### *Secondary Offering*

January 23, 2012, we completed the public offering of 2,300,000 shares of our 8.375% series B cumulative preferred stock (including 300,000 shares of series B preferred stock issued and sold pursuant to the exercise of the underwriters' over-allotment option in full) with the liquidation preference of \$25.00 per share. Total proceeds from the offering, after deducting underwriting discounts, were approximately \$56.1 million (before transaction costs). The Company used the proceeds of the offering to repay indebtedness outstanding under its secured revolving credit facility.

**Schedule III  
Consolidated Real Estate and Accumulated Depreciation  
(In thousands)**

Property name	Encumbrances at December, 31 2011	Initial Costs		Cost Capitalized subsequent to Acquisition		Gross Carrying Amount at December 31, 2011			Accumulated Depreciation at December 31, 2011	Year Built / Renovated	Year Acquired
		Land	Building & Improvements	Improvements	Carrying Costs	Land	Building & All Improvements	Total			
<i>Office</i>											
City Plaza <sup>(1)</sup>	\$ —	\$ 14,939	\$ 34,135	\$ 4,137	\$ —	\$ 14,939	\$ 38,272	\$ 53,211	\$ (3,845)	1969/1999	2008
Technicolor Building <sup>(1)</sup>	—	6,598	27,187	27,908	3,088	6,598	58,183	64,781	(7,782)	2008	2007
875 Howard Street Property <sup>(1)</sup>	—	18,058	41,046	13,789	1,180	18,058	56,015	74,073	(6,918)	Various	2007
First Financial	—	8,115	52,137	2,003	—	8,115	54,140	62,255	(2,763)	1986	2010
Tierrasanta <sup>(1)</sup>	—	3,056	9,670	317	—	3,056	9,987	13,043	(611)	1985	2010
Del Amo	—	—	18,000	156	—	—	18,156	18,156	(799)	1986	2010
9300 Wilshire	—	—	10,718	67	—	—	10,785	10,785	(441)	1965/2001	2010
222 Kearny <sup>(1)</sup>	—	7,563	23,793	402	—	7,563	24,195	31,758	(1,123)	Various	2010
Rincon Center	109,032	58,250	110,656	2,088	—	58,250	112,744	170,994	(4,935)	1985	2010
1455 Market <sup>(1)</sup>	—	41,226	34,990	1,270	—	41,226	36,260	77,486	(6,025)	1977	2010
10950 Washington	—	17,979	25,110	230	—	17,979	25,340	43,319	(1,018)	Various	2010
604 Arizona <sup>(1)</sup>	—	5,620	14,745	1	—	5,620	14,746	20,366	(236)	1950	2011
275 Brannan Street	—	4,187	8,063	355	187	4,187	8,605	12,792	—	1906	2011
625 Second Street	33,700	10,744	42,650	2	—	10,744	42,652	53,396	(529)	1905	2011
6922 Hollywood	42,174	16,608	72,392	1,285	—	16,608	73,677	90,285	(231)	1965	2011
<i>Media &amp; Entertainment</i>											
Sunset Gower <sup>(2)</sup>	92,000	77,967	63,667	7,788	2	77,967	71,457	149,424	(8,766)	Various	2007 & 2011
Sunset Bronson <sup>(2)</sup>	—	77,698	32,374	4,308	—	77,698	36,682	114,380	(7,307)	Various	2008
<b>Total</b>	<b>\$ 276,906</b>	<b>\$ 368,608</b>	<b>\$ 621,333</b>	<b>\$ 66,106</b>	<b>\$ 4,457</b>	<b>\$ 368,608</b>	<b>\$ 691,896</b>	<b>\$ 1,060,504</b>	<b>\$ (53,329)</b>		

(1) The Company entered into a \$200.0 million secured revolving credit facility with a group of lenders for which an affiliate of Barclays Capital Inc. acts as administrative agent and joint lead arranger and affiliates of Merrill Lynch, Pierce, Fenner & Smith Incorporated act as syndication agent and joint lead arranger. These properties are secured under this line of credit which as of December 31, 2011 has an outstanding balance of \$121,000.

(2) On February 11, 2011, we closed a five-year term loan totaling \$92.0 million with Wells Fargo Bank, N.A., secured by our Sunset Gower and Sunset Bronson media and entertainment properties.

## Section 2: EX-10.55

### INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is made and entered into as of the 1st day of October, 2011, by and between Hudson Pacific Properties, Inc., a Maryland corporation (the “Company”), and Patrick Whitesell (“Indemnitee”).

WHEREAS, at the request of the Company, Indemnitee currently serves as a director of the Company and may, therefore, be subjected to claims, suits or proceedings arising as a result of his service; and

WHEREAS, as an inducement to Indemnitee to continue to serve as such director, the Company has agreed to indemnify and to advance expenses and costs incurred by Indemnitee in connection with any such claims, suits or proceedings, to the maximum extent permitted by law; and

WHEREAS, the parties by this Agreement desire to set forth their agreement regarding indemnification and advance of expenses;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Definitions. For purposes of this Agreement:

- (a) "Adjudged" shall mean adjudged finally by a court or arbitral or other authority of competent jurisdiction.
- (b) "Change in Control" means a change in control of the Company occurring after the Effective Date of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if, after the Effective Date (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of all of the Company's then-outstanding securities entitled to vote generally in the election of directors without the prior approval of at least two-thirds of the members of the Board of Directors in office immediately prior to such person's attaining such percentage interest; (ii) the Company is a party to a merger, consolidation, sale of assets, plan of liquidation or other reorganization not approved by at least two-thirds of the members of the Board of Directors then in office, as a consequence of which members of the Board of Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors thereafter; or (iii) at any time, a majority of the members of the Board of Directors are not comprised of (A) individuals who were directors as of the Effective Date and/or (B) individuals whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by the affirmative vote of at least two-thirds of the directors then in office who were directors as of the Effective Date or whose election for nomination for election was previously so approved.
- (c) "Corporate Status" means the status of a person as a present or former director, officer, employee or agent of the Company or as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any Enterprise.
- (d) "Disinterested Director" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification and/or advance of Expenses is sought by Indemnitee.
- (e) "Effective Date" means the date set forth in the first paragraph of this Agreement.
- (f) "Enterprise" means any foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise in which Indemnitee is or was serving as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent at the request of the Company. As a clarification and without limiting the circumstances in which Indemnitee may be serving at the request of the Company, service by Indemnitee shall be deemed to be at the request of the Company if Indemnitee serves or served as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (i) of which a majority of the voting power or equity interest is owned directly or indirectly by the Company or (ii) the management of which is controlled directly or indirectly by the Company.
- (g) "Expenses" means any and all disbursements or expenses incurred by Indemnitee in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in or otherwise participating in a Proceeding, including, without limitation, reasonable attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of

any payments under this Agreement, and any ERISA excise taxes and penalties. Expenses shall also include (i) expenses incurred in connection with any appeal resulting from any Proceeding including, without limitation, the premium, security for and other costs relating to any cost bond, supersedeas bond or other appeal bond or its equivalent, (ii) expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether the Indemnitee is ultimately determined to be entitled to such indemnification, advancement or expenses or insurance recovery, as the case may be, and (iii) expenses incurred by Indemnitee in establishing or enforcing his right to indemnification or reimbursement under this Agreement. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments, fines or penalties against Indemnitee (other than ERISA excise tax penalties).

(h) "Independent Counsel" means a law firm, or a member of a law firm, that is of outstanding reputation, experienced in matters of corporation law and neither is, nor in the past five years preceding the date of selection has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements), or (ii) any other party to or participant or witness in the Proceeding giving rise to a claim for indemnification or advance of Expenses hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel.

(i) "Proceeding" means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution procedure, investigation, inquiry, administrative hearing or any other proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is, will or might be involved as a party or otherwise, by reason of any action taken by or omission by Indemnitee, or of any action or omission on Indemnitee's part, in each case in or in connection with Indemnitee's Corporate Status and whether or not acting or serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement or advancement of Expenses can be provided under this Agreement, except one pending or completed on or before the Effective Date, unless otherwise specifically agreed in writing by the Company and Indemnitee. If Indemnitee reasonably believes that a given situation may lead to or culminate in the institution of a Proceeding, such situation shall also be considered a Proceeding. The term "Proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration or appeal of, and the giving of testimony in or related to, any threatened, pending or completed claim, action, suit or other proceeding, whether of a civil, criminal, administrative or investigative nature.

Section 2. Services by Indemnitee. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce the Indemnitee to serve or continue to serve as a director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director. However, this Agreement shall not impose any independent obligation on Indemnitee or the Company to continue Indemnitee's service to the Company. This Agreement shall not be deemed an employment contract between the Company (or any other entity) and Indemnitee.

Section 3. General. The Company shall indemnify, hold harmless and exonerate, and advance Expenses to, Indemnitee (a) as provided in this Agreement and (b) otherwise to the maximum extent not prohibited by (and not merely to the extent affirmatively permitted by) Maryland law in effect on the Effective Date and as amended from time to time; provided, however, that no change in Maryland law shall have the effect of reducing the benefits available to Indemnitee hereunder based on Maryland law as in effect on the Effective Date. The rights of Indemnitee provided in this Section 3 shall include, without limitation, the rights set forth in the other sections of this Agreement, including any additional indemnification permitted by Section 2-418(g) of the Maryland General Corporation Law (the "MGCL").

Section 4. Indemnification. If Indemnitee is, or is threatened to be, made a party to any Proceeding, the Company shall indemnify, hold harmless and exonerate Indemnitee against all judgments, penalties, fines and amounts paid in settlement and all Expenses actually and reasonably incurred by him or on his behalf in connection with any such Proceeding unless (and only to the extent) it is established that (a) the act or omission of Indemnitee was material to the matter giving rise to the Proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) Indemnitee actually received an improper personal benefit in money, property or services or (c) in the case of any criminal Proceeding, Indemnitee had reasonable cause to believe that the act or omission was unlawful.

Section 5. Certain Limits on Indemnification. Notwithstanding any other provision of this Agreement (other than Section 6), Indemnitee shall not be entitled to:

- (a) indemnification hereunder if the Proceeding was one by or in the right of the Company and Indemnitee is Adjudged to be liable to the Company;
- (b) indemnification hereunder if Indemnitee is Adjudged to be liable on the basis that personal benefit was improperly received in any Proceeding charging improper personal benefit to Indemnitee; or
- (c) indemnification or advance of Expenses hereunder if the Proceeding was brought by Indemnitee unless: (i) the Proceeding was brought to establish or enforce indemnification rights under this Agreement, and then only to the extent in accordance with and as authorized by Section 12 of this Agreement, or (ii) the Company's charter or Bylaws, a resolution of

the stockholders entitled to vote generally in the election of directors or of the Board of Directors or an agreement approved by the Board of Directors to which the Company is a party expressly provide otherwise.

Section 6. Court-Ordered Indemnification. Notwithstanding any other provision of this Agreement, a court of appropriate jurisdiction, upon application of Indemnitee and such notice as the court shall require, may order indemnification in the following circumstances:

- (a) if it determines Indemnitee is entitled to reimbursement under Section 2-418(d)(1) of the MGCL, the court shall order indemnification, in which case Indemnitee shall be entitled to recover the Expenses of securing such reimbursement; or
- (b) if it determines that Indemnitee is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not Indemnitee (i) has met the standards of conduct set forth in Section 2-418(b) of the MGCL or (ii) has been Adjudged liable for receipt of an improper personal benefit under Section 2-418(c) of the MGCL, the court may order such indemnification as the court shall deem proper. However, indemnification with respect to any Proceeding by or in the right of the Company or in which liability shall have been Adjudged in the circumstances described in Section 2-418(c) of the MGCL shall be limited to Expenses.

Section 7. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnitee was or is made a party to (or otherwise becomes a participant in) any Proceeding and is successful, on the merits or otherwise, in the defense of such Proceeding, Indemnitee shall be indemnified for all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee under this Section 7 for all Expenses actually and reasonably incurred by him or on his behalf in connection with each such claim, issue or matter, allocated on a reasonable and proportionate basis. For purposes of this Section 7 and, without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 8. Advance of Expenses for a Party. If Indemnitee was, is, or is threatened to be, made a party to any Proceeding, the Company shall, without requiring a preliminary determination of Indemnitee's ultimate entitlement to indemnification hereunder, advance all reasonable Expenses incurred by or on behalf of Indemnitee in connection with such Proceeding within ten days after the receipt by the Company of a statement or statements requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written affirmation by Indemnitee of Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Company as authorized by law and by this Agreement has been met and a written undertaking by or on behalf of Indemnitee, in substantially the form attached hereto as Exhibit A or in such form as may be required under applicable law as in effect at the time of the execution thereof, to reimburse the portion (if any) of any Expenses advanced to Indemnitee relating to claims, issues or matters in the Proceeding as to which it shall ultimately be established that the standard of conduct has not been met by Indemnitee and which have not been successfully resolved as described in Section 7 of this Agreement. Advances shall be interest-free and unsecured. The undertaking required by this Section 8 shall be an unlimited general obligation by or on behalf of Indemnitee and shall be accepted without reference to Indemnitee's financial ability to repay such advanced Expenses and without any requirement to post security therefor.

Section 9. Indemnification and Advance of Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee was, is or may be made a witness or otherwise asked to participate in any Proceeding, whether instituted by the Company or any other party, and to which Indemnitee is not a party, he shall be advanced all reasonable Expenses and indemnified, held harmless and exonerated against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith within ten days after the receipt by the Company of a statement or statements requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Advances shall be interest-free and unsecured.

Section 10. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. Indemnitee may submit one or more such requests from time to time and at such time(s) as Indemnitee deems appropriate in his sole discretion. The officer of the Company receiving any such request from Indemnitee shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a) above, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall promptly be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel, in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, which Independent Counsel shall be selected by the Indemnitee and approved by the Board of Directors in accordance with Section 2-418(e)(2)(ii) of the MGCL, which approval will not be unreasonably withheld; or (ii) if

a Change in Control shall not have occurred, (A) by the Board of Directors by a majority vote of a quorum consisting entirely of Disinterested Directors or, if such a quorum cannot be obtained, then by a majority vote of a duly authorized committee of the Board of Directors consisting solely of one or more Disinterested Directors, (B) if Independent Counsel has been selected by the Board of Directors in accordance with Section 2-418(e)(2)(ii) of the MGCL and approved by the Indemnatee, which approval shall not be unreasonably withheld, by Independent Counsel, in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnatee or (C) if so directed by a majority of the members of the Board of Directors, by the stockholders of the Company. If it is so determined that Indemnatee is entitled to indemnification, payment to Indemnatee shall be made within ten days after such determination. Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination in the discretion of the Board of Directors or Independent Counsel if retained pursuant to clause (ii)(B) of this Section 10(b). Any Expenses incurred by Indemnatee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnatee's entitlement to indemnification) and the Company shall indemnify and hold Indemnatee harmless therefrom.

(c) The Company shall pay the reasonable fees and expenses of Independent Counsel, if one is appointed.

Section 11. Presumptions and Effect of Certain Proceedings.

(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnatee is entitled to indemnification under this Agreement if Indemnatee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall have the burden of proof and the burden of persuasion by clear and convincing evidence to overcome that presumption in connection with the making of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, upon a plea of nolo contendere or its equivalent, or entry of an order of probation prior to judgment, does not create a presumption that Indemnatee did not meet the requisite standard of conduct described herein for indemnification.

(c) The knowledge and/or actions, or failure to act, of any other director, officer, employee or agent of the Company or any other director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any Enterprise shall not be imputed to Indemnatee for purposes of determining any other right to indemnification under this Agreement.

(d) For purposes of any determination as to Indemnatee's entitlement of indemnification, Indemnatee shall be presumed to have met the standard of conduct for indemnification if, among other things and without limitation, Indemnatee relied on any information, opinion, report or statement, including any financial statement or other financial data or the records or books of account of the Company or any other Enterprise, prepared or presented by an officer or employee of the Company or any Enterprise whom Indemnatee reasonably believed to be reliable and competent in the matters presented, by a lawyer, certified public accountant, appraiser or other person or expert, as to a matter which Indemnatee reasonably believed to be within the person's professional or expert competence, or, if Indemnatee was serving on the Board of Directors of the Company or as a member of any similar body of any Enterprise, by a committee of the Board of Directors or such other body on which Indemnatee does not serve, as to a matter within its designated authority, if Indemnatee reasonably believes the committee to merit confidence. The provisions of this Section 11(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnatee meet, or be presumed to have met, the applicable standard of conduct set forth in this Agreement.

(e) For purposes of this Agreement, Indemnatee shall be considered to have been wholly successful with respect to any Proceeding if such Proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnatee, (ii) it being Adjudged that Indemnatee was liable to the Company, (iii) a plea of guilty by Indemnatee, (iv) it being Adjudged that an act or omission of Indemnatee was material to the matter giving rise to the Proceeding and was (A) committed in bad faith or (B) the result of Indemnatee's active and deliberate dishonesty, (v) it being Adjudged that Indemnatee actually received an improper personal benefit in money, property or services or (vi) with respect to any criminal proceeding, it being Adjudged that Indemnatee had reasonable cause to believe the act or omission was unlawful.

Section 12. Remedies of Indemnatee.

(a) If (i) a determination is made pursuant to Section 10(b) of this Agreement that Indemnatee is not entitled to indemnification under this Agreement, (ii) advance of Expenses is not timely made pursuant to Section 8 or Section 9 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(b) of this Agreement within 60 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 7 of this Agreement within ten days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to any other section of this Agreement or the charter or Bylaws of the Company is not made within ten days after a determination has been made that Indemnatee is entitled to indemnification, Indemnatee shall be entitled to an adjudication in an appropriate court located in the State of Maryland, or in any other court of competent jurisdiction, of his entitlement to such indemnification or advance of Expenses. Alternatively, Indemnatee, at his option, may

seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence a proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); provided, however, that the foregoing clause shall not apply to a proceeding brought by Indemnitee to enforce his rights under Section 7 of this Agreement. Except as set forth herein, the provisions of Maryland law (without regard to its conflicts of laws rules) shall apply to any such arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In any judicial proceeding or arbitration commenced pursuant to this Section 12, Indemnitee shall be presumed to be entitled to indemnification or advance of Expenses, as the case may be, under this Agreement and the Company shall have the burden of proving that Indemnitee is not entitled to indemnification or advance of Expenses, as the case may be. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 12, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 8 of this Agreement until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed). If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 12, the Company may not refer to or introduce into evidence any determination pursuant to Section 10(b) of this Agreement adverse to Indemnitee for any purpose and any judicial proceeding or arbitration commenced pursuant to this Article 12 shall be conducted in all respects as a de novo trial or arbitration. The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all of the provisions of this Agreement.

(c) If a determination shall have been made pursuant to Section 10(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification.

(d) In the event that Indemnitee, pursuant to this Section 12, seeks a judicial adjudication of or an award in arbitration to enforce his rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to advancement from the Company, and shall be indemnified and held harmless by the Company for, any and all Expenses actually and reasonably incurred by him in such judicial adjudication or arbitration in accordance with this Agreement.

(e) Interest shall be paid by the Company to Indemnitee at the maximum rate allowed to be charged for judgments under the Courts and Judicial Proceedings Article of the Annotated Code of Maryland for amounts which the Company pays or is obligated to pay for the period commencing with the date on which the Indemnitee requests indemnification or advancement of Expenses in accordance with this Agreement and ending on the date such payment is made to Indemnitee by the Company.

Section 13. Defense of the Underlying Proceeding.

(a) Indemnitee shall notify the Company promptly in writing upon being served with any summons, citation, subpoena, complaint, indictment, request or other document relating to any Proceeding which may result in the right to indemnification or the advance of Expenses hereunder and shall include with such notice a description of the nature of the Proceeding and a summary of the facts underlying the Proceeding. The failure to give any such notice shall not disqualify Indemnitee from the right, or otherwise affect in any manner any right of Indemnitee, to indemnification or the advance of Expenses under this Agreement unless the Company's ability to defend in such Proceeding or to obtain proceeds under any insurance policy is materially and adversely prejudiced thereby, and then only to the extent the Company is thereby actually so prejudiced.

(b) Subject to the provisions of the last sentence of this Section 13(b) and of Section 13(c) below, the Company shall have the right to defend Indemnitee in any Proceeding which may give rise to indemnification hereunder using a law firm of the Company's choice, subject to the prior written approval of the Indemnitee, which shall not be unreasonably withheld; provided, however, that the Company shall notify Indemnitee in writing of any such decision to defend within 15 calendar days following receipt of notice of any such Proceeding under Section 13(a) above. Indemnitee shall have the right to retain a separate law firm in any such Proceeding at Indemnitee's sole expense. The Company shall not, without the prior written consent of Indemnitee, which shall not be unreasonably withheld or delayed, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (i) includes an admission of fault of Indemnitee, (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee or (iii) would impose any Expense, judgment, fine, penalty or limitation on Indemnitee. This Section 13 (b) shall not apply to a Proceeding brought by Indemnitee under Section 12 of this Agreement, a Proceeding by or in the right of the Company or in the case of clause (ii) of Section 13(c).

(c) Notwithstanding the provisions of Section 13(b) above, if in a Proceeding to which Indemnitee is a party (i) Indemnitee reasonably concludes, based upon an opinion of counsel approved by the Company, which approval shall not be unreasonably withheld, that he may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with other defendants in such Proceeding, (ii) Indemnitee reasonably concludes that an actual or apparent conflict of interest or potential conflict of interest exists between Indemnitee and the Company, or (iii) if the Company fails to assume



the defense of such Proceeding in a timely manner, Indemnatee shall be entitled to be represented by separate legal counsel of Indemnatee's choice, subject, except in the case of (ii) or (iii) above, to the prior approval of the Company, which shall not be unreasonably withheld, at the expense of the Company. In addition, if the Company fails to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any Proceeding to deny or to recover from Indemnatee the benefits intended to be provided to Indemnatee hereunder, Indemnatee shall have the right to retain counsel of Indemnatee's choice, at the expense of the Company (subject to Section 12(d) of this Agreement), to represent Indemnatee in connection with any such matter.

Section 14. Jointly Indemnifiable Claims.

(a) Given that certain Jointly Indemnifiable Claims may arise, the Company acknowledges and agrees that the Company shall, and to the extent applicable shall cause any Enterprise to (i) be fully and primarily responsible for, and be the indemnitor of first resort with respect to, payment to or payment on behalf of the Indemnatee in respect of indemnification or advancement of Expenses in connection with any such Jointly Indemnifiable Claim, irrespective of any right of recovery the Indemnatee may have from the Third-Party Indemnitors, and (ii) be required to advance the full amount of Expenses incurred by the Indemnatee and shall be liable for the full amount of all Expenses, judgments, fines, penalties and amounts paid in settlement to the extent not prohibited by (and not merely to the extent affirmatively permitted by) applicable law and as required by the terms of this Agreement, without regard to any rights the Indemnatee may have against the Third-Party Indemnitors. Under no circumstance shall the Company or any Enterprise be entitled to, and the Company hereby irrevocably waives, relinquishes and releases, any claims against the Third-Party Indemnitors for subrogation, contribution or recovery of any kind and no right of advancement or recovery the Indemnatee may have from the Third-Party Indemnitors shall reduce or otherwise alter the rights of the Indemnatee or the obligations of the Company or any Enterprise. The Company further agrees that no advancement or payment by any Third-Party Indemnitor on behalf of Indemnatee with respect to any Proceeding for which Indemnatee has sought indemnification, exoneration or hold harmless rights from the Company shall affect the foregoing and the Third-Party Indemnitor(s) shall have a right to receive from the Company, contribution and/or be subrogated, to the extent of such advancement or payment to all of the rights of recovery of Indemnatee against the Company. The Company and the Indemnatee agree that each of the Third-Party Indemnitors shall be third-party beneficiaries with respect to this Agreement entitled to enforce this Section 14 as though each such Third-Party Indemnitor were a party to this Agreement.

(b) For purposes of this Agreement "Third-Party Indemnitor" means any person or entity that has or may in the future provide to the Indemnatee any indemnification, exoneration, hold harmless or Expense advancement rights and/or insurance benefits other than (i) the Company, (ii) any Enterprise and (iii) any entity or entities through which the Company maintains liability insurance applicable to the Indemnatee.

(c) For purposes of this Agreement, "Jointly Indemnifiable Claims" shall mean any Proceeding for which the Indemnatee shall be entitled to indemnification, advancement of expenses or insurance from (i) the Company and/or any Enterprise pursuant to this Agreement, the charter or Bylaws or other governing documents of the Company or any Enterprise, any agreement or a resolution of the stockholders of the Company entitled to vote generally in the election of directors or of the Board of Directors, or otherwise, on the one hand, and (ii) any Third-Party Indemnitor pursuant to any agreement between any Third-Party Indemnitor and the Indemnatee pursuant to which the Indemnatee is indemnified, the laws of the jurisdiction of incorporation or organization of any Third-Party Indemnitor and/or the certificate of incorporation, certificate of organization, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or other organizational or governing documents of any Third-Party Indemnitor, on the other hand.

Section 15. Non-Exclusivity; Survival of Rights; Subrogation.

(a) The rights of indemnification and advance of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may at any time be entitled under applicable law, the charter or Bylaws or other governing documents of the Company or any Enterprise, any agreement or a resolution of the stockholders entitled to vote generally in the election of directors or of the Board of Directors, or otherwise. Unless consented to in writing by Indemnatee, no amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnatee under this Agreement in respect of any action taken or omitted by such Indemnatee in or by reason of his Corporate Status prior to such amendment, alteration or repeal, regardless of whether a claim with respect to such action or inaction is raised prior or subsequent to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right or remedy shall be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prohibit the concurrent assertion or employment of any other right or remedy.

(b) Except as set forth in Section 14, in the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

Section 16. Insurance. The Company will use its reasonable best efforts to acquire directors and officers liability insurance, on terms and conditions deemed appropriate by the Board of Directors, with the advice of counsel, covering Indemnatee or any claim made against Indemnatee by reason of his Corporate Status or by reason of alleged actions or omissions by Indemnatee in such capacity and covering the Company for any indemnification or advance of Expenses made by

the Company to Indemnitee for any claims made against Indemnitee by reason of his Corporate Status or by reason of alleged actions or omissions by Indemnitee in such capacity. Without in any way limiting any other obligation under this Agreement, the Company shall indemnify Indemnitee for any payment by Indemnitee arising out of the amount of any deductible or retention and the amount of any excess of the aggregate of all judgments, penalties, fines, settlements and Expenses incurred by Indemnitee in connection with a Proceeding over the coverage of any insurance referred to in the previous sentence. The purchase, establishment and maintenance of any such insurance shall not in any way limit or affect the rights or obligations of the Company or Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and the Indemnitee shall not in any way limit or affect the rights or obligations of the Company under any such insurance policies. If, at the time the Company receives notice from any source of a Proceeding to which Indemnitee is a party or a participant (as a witness or otherwise) the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

Section 17. Coordination of Payments. Except as set forth in Section 14, the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable or payable or reimbursable as Expenses hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 18. Reports to Stockholders. To the extent required by the MGCL, the Company shall report in writing to its stockholders the payment of any amounts for indemnification of, or advance of Expenses to, Indemnitee under this Agreement arising out of a Proceeding by or in the right of the Company with the notice of the meeting of stockholders of the Company next following the date of the payment of any such indemnification or advance of Expenses or prior to such meeting.

Section 19. Duration of Agreement; Binding Effect.

(a) This Agreement shall be effective as of the Effective Date and may apply to acts or omissions of Indemnitee taken in or in connection with Indemnitee's Corporate Status which occurred prior to such date if Indemnitee was an officer, director, employee or agent of the Company or was a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any Enterprise at the time such act or omission occurred.

(b) This Agreement shall continue until and terminate on the later of (i) the date that Indemnitee shall have ceased to serve as a director, officer, employee or agent of the Company or as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any Enterprise and (ii) the date that Indemnitee is no longer subject to any actual or possible Proceeding (including any rights of appeal thereto and any Proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement).

(c) The indemnification and advance of Expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any Enterprise, and shall inure to the benefit of Indemnitee and his spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(d) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(e) The Company and Indemnitee agree herein that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which he may be entitled. Indemnitee shall further be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertakings in connection therewith. The Company acknowledges that, in the absence of a waiver, a bond or undertaking may be required of Indemnitee by a court, and the Company hereby waives any such requirement of such a bond or undertaking.

Section 20. Section 409A. It is intended that any indemnification payment or advancement of Expenses made hereunder shall be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the guidance issued thereunder ("Section 409A") pursuant to Treasury Regulation Section 1.409A-1(b)(10). Notwithstanding the foregoing, if any indemnification payment or advancement of Expenses made hereunder shall be determined to be "nonqualified deferred compensation" within the meaning of Section 409A, then (i) the amount of the indemnification payment or advancement of Expenses during one taxable year shall not affect the amount of the indemnification payments or advancement of Expenses during any other taxable year, (ii) the indemnification payments or advancement of Expenses must be made on or before the last day of the Indemnitee's taxable year following the year in which the expense was incurred, and (iii) the right to indemnification payments or advancement of Expenses hereunder is not subject to liquidation or exchange for another benefit.

Section 21. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 22. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. One such counterpart signed by the party against whom enforceability is sought shall be sufficient to evidence the existence of this Agreement.

Section 23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 24. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

Section 25. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth on the signature page hereto.

(b) If to the Company, to:

Victor J. Coleman, Chief Executive Officer  
Hudson Pacific Properties, Inc.  
11601 Wilshire Blvd., Suite 1600  
Los Angeles, California 90025

or to such other address as may have been furnished in writing to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

Section 26. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws rules.

Section 27. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HUDSON PACIFIC PROPERTIES, INC.:

By: /s/ Victor J. Coleman  
 Name: Victor J. Coleman  
 Title: Chief Executive Officer

INDEMNITEE:

/s/ Patrick Whitesell  
 Name: Patrick Whitesell  
 Address: 9601 Wilshire Blvd  
 3rd Floor  
 Beverly Hills, CA 90210

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## Section 3: EX-12.1

Exhibit 12.1

**HUDSON PACIFIC PROPERTIES**  
**COMPUTATION OF RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND**  
**PREFERRED DIVIDENDS**  
 (Unaudited; in thousands, except ratios)

	Consolidated		Historical Combined		
	For the year ended December 31,				
	2011	2010	2009	2008	2007
<b>Earnings Available for Fixed Charges and Preferred Dividends:</b>					
Net loss	(2,238)	(2,682)	(644)	(2,622)	(4,014)
Plus fixed charges:					
Interest expense (including amortization of loan fees)	17,480	8,831	8,792	12,029	6,096
Capitalized interest and loan fees	189	165	544	1,054	1,075
Estimate of interest within rental expense	124	46	16	16	6
Fixed Charges	17,793	9,042	9,352	13,099	7,177
Plus:					
Amortization of capitalized interest	73	73	55	55	—
Less:					
Capitalized interest and loan fees	(189)	(165)	(544)	(1,054)	(1,075)
Earnings	\$ 15,439	\$ 6,268	\$ 8,219	\$ 9,478	\$ 2,088
<b>Combined Fixed Charges and Preferred Dividends:</b>					
Fixed charges (from above)	17,793	9,042	9,352	13,099	7,177
Preferred dividends	8,108	817	—	—	—
Combined fixed charges and preferred dividends:	\$ 25,901	\$ 9,859	\$ 9,352	\$ 13,099	\$ 7,177

Ratio of earnings to combined fixed charges and preferred dividends	0.60	0.64	0.88	0.72	0.29
Deficiency	\$ 10,462	\$ 3,591	\$ 1,133	\$ 3,621	\$ 5,089

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## Section 4: EX-21

### Subsidiaries of Hudson Pacific Properties, Inc.

Name	Jurisdiction of Formation / Incorporation
HCTD, LLC	Delaware
HFOP Associates, LLC	Delaware
HFOP City Plaza, LLC	Delaware
Howard Street Associates, LLC	Delaware
Hudson 10950 Washington, LLC	Delaware
Hudson 1455 Market, LLC	Delaware
Hudson 222 Kearny, LLC	Delaware
Hudson 6040 Sunset, LLC (f/k/a as SGS Holdings, LLC)	Delaware
Hudson 9300 Wilshire, LLC	Delaware
Hudson Capital, LLC	California
Hudson Del Amo Office, LLC	Delaware
Hudson First Financial, LLC (f/k/a GLB Encino, LLC)	Delaware
Hudson Media and Entertainment Management, LLC	Delaware
Hudson Office Properties, LLC	Delaware
Hudson OP Management, LLC	Delaware
Hudson Pacific Properties, L.P.	Maryland
Hudson Pacific Services, Inc.	Maryland
Hudson Rincon, LLC	Delaware
Hudson Sunset Gower, LLC	Delaware
Hudson Sunset Bronson, LLC	Delaware
Hudson Tierrasanta LLC (f/k/a as Glenborough Tierrasanta, LLC)	Delaware
SGS Realty II, LLC	Delaware
SGS Realty I, LLC	Delaware
Sunset Bronson Entertainment Properties, LLC	Delaware
Sunset Bronson Services, LLC	Delaware
Sunset Gower Services, LLC	Delaware
Sunset Gower Entertainment Properties, LLC	Delaware
Sunset Studios Holdings, LLC	Delaware
Hudson 625 Second, LLC	Delaware
HC Culver Mortgage, LLC	Delaware
Rincon Center Commercial, LLC	Delaware
Hudson Rincon Center, LCC	Delaware
Hudson 275 Brannan, LLC	Delaware
Hudson 604 Arizona, LLC	Delaware
Hudson 6922 Hollywood, LLC	Delaware
Hudson 6050 Sunset, LLC	Delaware
Hudson First Financial Plaza, LLC	Delaware
Combined/Hudson 9300 Culver LLC	Delaware
Hudson 9300 Culver, LLC	Delaware

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## Section 5: EX-23.1

## Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-170914) pertaining to Hudson Pacific Properties, Inc.'s Directors Stock Plan, and
- (2) Registration Statement (Form S-8 No. 333-167847) pertaining to the Hudson Pacific Properties, Inc. and Hudson Pacific Properties, L.P. 2010 Incentive Award Plan;
- (3) Registration Statement (Form S-3 No. 333-175326) of Hudson Pacific Properties, Inc.;
- (4) Registration Statement (Form S-3 No. 333-176543) of Hudson Pacific Properties, Inc.;

of our reports dated March 14, 2012, with respect to the consolidated financial statements and schedule of Hudson Pacific Properties, Inc. and the effectiveness of internal control over financial reporting of Hudson Pacific Properties, Inc. included in this Annual Report (Form 10-K) of Hudson Pacific Properties, Inc. for the year ended December 31, 2011.

/s/ ERNST & YOUNG LLP

Los Angeles, California  
March 14, 2012

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## Section 6: EX-31.1

**Exhibit 31.1**

### CERTIFICATION

I, Victor J. Coleman, certify that:

- 1) I have reviewed this Annual Report on Form 10-K of Hudson Pacific Properties, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Victor J. Coleman  
Chief Executive Officer

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## Section 7: EX-31.2

Exhibit 31.2

### CERTIFICATION

I, Mark T. Lammas, certify that:

- 1) I have reviewed this Annual Report on Form 10-K of Hudson Pacific Properties, Inc.;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 14, 2012

/s/ MARK T. LAMMAS

Mark T. Lammas  
Chief Financial Officer

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## Section 8: EX-32

Exhibit 32

### WRITTEN STATEMENT PURSUANT TO 18 U.S.C. SECTION 1350

The undersigned, Victor J. Coleman, Chief Executive Officer, and Mark T. Lammas, Chief Financial Officer of Hudson Pacific Properties, Inc. (the "Company"), hereby certify as of the date hereof, solely for the purposes of 18 U.S.C. §1350, that:

- (i) the Annual Report on Form 10-K for the period ended December 31, 2011, of the Company (the "Report") fully complies with the requirements of Section 13(a) and 15(d), as applicable, of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods indicated.

Date: March 14, 2012

/s/ VICTOR J. COLEMAN

Victor J. Coleman  
Chief Executive Officer

Date: March 14, 2012

/s/ MARK T. LAMMAS

Mark T. Lammas  
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

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