STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**

DATE OF LEASE: 12/4/09	LEASE No. GS-09B-02417

THIS LEASE, made and entered into this date between WCR Phoenix One, LLC

whose address is: 1601 Dove Street
Suite 126
Newport Beach, CA 92660-1419

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
16,623 rentable square feet (r.s.f.), yielding approximately 15,322 ANSI/BOMA Office Area square feet and related space located on the 4th Floor at 18444 North 25th Avenue, Phoenix, Arizona 85023-1268, together with 2 (two) outside reserved, secured parking spaces as depicted on the attached floor plan (Exhibit A) (the "Premises") and site plan (Exhibit B), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

3. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

4. The Government may terminate this lease in whole or in part effective any time on or after the tenth (10) year of this lease giving at least ninety (90) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

   A. The parking spaces described in Paragraph 1 and parking spaces required by local code.

   B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 02417 and its attachments.

   C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

   All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

   a) The Solicitation For Offers Number 02417 (pages 1-45) (all references to SFO shall also refer to any Special Requirements and Amendments);

   b) Amendment Number 1 (pages 1-40), entitled [redacted]

   c) GSA Form 3517 (pages 1-33);

   d) GSA Form 3518 (pages 1-7);

   e) Sheet no. 1 containing Paragraphs 9-17;

   f) Sheet no. 2 containing Paragraphs 18-20

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

   Paragraphs 2 and 3 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 20 have been added.

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

LESSOR: WCR Phoenix One, LLC

BY _____ _____

(Signature) (Signature)

IN PRESENCE OF:

_____ 1601 DOVE STREET, SUITE 257
NEWPORT BEACH, CA 92660

(Signature) (Address)

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

BY _____
CONTRACTING OFFICER, GSA

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