

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **APR 9 2009**

LEASE No. GS-09B-01858

THIS LEASE, made and entered into this date between HELF INVESTMENTS, Consisting of Frank M. Goldberg as Trustee of the Goldberg Family Trust ("Goldberg Traust") and H and E Solomon Family Limited Partnership ("Solomon Partnership").

whose address is: 1333 Camino del Rio South, Suite 310
San Diego, CA 92108

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:
26,508 rentable square feet (r.s.f.), yielding approximately 25,737 ANSI/BOMA Office Area square feet and related space located on the 1st Floor (Suite B) at 1919 Friendship Drive, El Cajon, CA 92020-1149 together with thirty (30) inside onsite secured reserved, sixty-two (62) outside onsite secure reserved, and thirty-eight (38) tandem outside onsite secure reserved parking spaces, as depicted on the attached Exhibit A (First Generation Blue Line Plan), Exhibit B (Site Plan) (the "Premises"), and Exhibit C (Parking Plan), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective at any time on or after the five (5) year firm term of this lease by giving at least one hundred twenty (120) 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.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 130 parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 1.11, "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. LCA01858 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 LCA01858 (pages 1-46) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirement (Pages 1-45);
- c) SFO Amendment Number 1 (Pages 1);
- d) GSA Form 3517B (pages 1-33, REV 11/05);
- e) GSA Form 3518 (pages 1-7, REV 1/07);
- f) Sheet no. 1-4 containing Paragraphs 9-28;
- g) Exhibit A: First Generation Blue Line Plan (page 1);
- h) Exhibit B: Site Plan (page 1);
- i) Exhibit C: Parking Plan (page 1);
- j) Exhibit D: Seismic Repairs (pages 1-3)

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

Paragraphs 2, 3, and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 27 have been added. The words "in whole" has been added after the word "lease" in Paragraph 4 prior to lease execution. The words "on or after the five (5) year firm term of this lease" have been added after the word "time" in Paragraph 4 prior to lease execution.

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

LESSOR: HELF INVESTMENTS

BY

(Signature)

GENERAL PARTNER

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA