

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: June 21, 2010

LEASE No. GS-09B-02186

THIS LEASE, made and entered into this date between The Realty Associates Fund VIII, L.P.

whose address is: 1301 Dove Street, Suite 860
Newport Beach, CA 92660

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:

5,426 rentable square feet (r.s.f.), yielding approximately 4,206 ANSI/BOMA Office Area square feet and related space located on the 10th floor (south side) at the 235 Pine Street Building located at 235 Pine Street, San Francisco, CA 94104 together with two onsite structured valet parking spaces, as depicted on the attached Floor Plan (Exhibit "A") (the "Premises"), 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 any time after the 5th year by 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.

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

- A. The two (2) 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 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. 8CA2441 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. The U.S. Customs & Border Protection/Border Transportation Security antennae is a small stick-like device (approximately 3 feet long by 1 inch thick, weighing about 2 pounds). The antennae itself is required to be mounted on the roof, in any general, secure area and does not require any electrical outlets/ports. It can be connected to piping or attached to any existing rooftop equipment. The antennae will be connected to the government-leased room/equipment (base stations or other items housed within U.S. Customs & Border Protection/Border Transportation Security space, on the 10th or other floor) via an approximate ¼ to ½ inch cabling.

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

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

- a) Sheet Number 1-4, containing Paragraphs 9-27;
- b) The Solicitation For Offers Number 8CA2441 (pages 1-45)
(all references to SFO shall also refer to any Special Requirements and Amendments);
- c) SFO Amendment Number 1 (1 page);
- d) SFO Amendment Number 2 (1 page);
- e) SFO Amendment Number 3 (pages 1-2);
- f) [REDACTED] (pages 1-67);
- g) GSA Form 3517B (pages 1-33);
- h) GSA Form 3518 (pages 1-7);
- i) Small Business Subcontracting Plan;
- j) Floor Plan (Exhibit "A")

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.

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

LESSOR: The Realty Associates Fund VIII, L.P.

BY: _____

(Signature)

(Signature)

IN PRESENCE OF:

J. Karlin
(Signature)

[REDACTED]
(Address)

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

BY: _____

PETER SHTEYN, CONTRACTING OFFICER, GSA