

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

DATE OF LEASE:

10/8/09

LEASE No. GS-09B-02315

THIS LEASE, made and entered into this date between **401 Ocean LP**

whose address is: 13 Corporate Plaza Drive, Suite 150

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:  
A total of 6,878 rentable square feet (RSF) of office and related space, which yields 5,650 ANSI/BOMA Office Area (ABOA) square feet of space on the fifth (5th) floor (Suite 500) at 401 E. Ocean Boulevard, Long Beach, California, 90802 together with twelve (12) onsite structured parking spaces; ten (10) reserved, and two (2) unreserved, as depicted on the attached Site Plan marked Exhibit A (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. Paragraph 2 is intentionally omitted.
3. The Government shall pay the Lessor annual rent as follows:  
  
For years 1 through 5, annual rent of \$189,219.75 (\$27.51/RSF) at the rate of \$15,768.31 per month in arrears.  
  
For years 6 through 8, annual rent of \$181,579.00 (\$26.40/RSF) at the rate of \$15,131.58 per month in arrears.  
  
For years 9 through 10, annual rent of \$198,086.00 (\$28.80/RSF) at the rate of \$16,507.17 per month in arrears.  
  
Rent for a lesser period shall be prorated. Rent checks shall be payable to:  
  
**401 Ocean LP  
13 Corporate Plaza, Suite 150  
Newport Beach, CA 92660**
4. The Government may terminate this lease at any time in whole or in part effective at any time after the 5<sup>th</sup> year of the lease by giving at least thirty (30) 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 twelve (12) structure parking spaces; ten (10) reserved and two (2) unreserved, for government vehicles as 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; provided that the Government shall make payments for lump sum items identified in Paragraph 3.3 A 2 of the Solicitation for offers in the amount specified therein. 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. 5CA0709 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph 8.14, "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 (SFO) Number 5CA0709 , dated January 6, 2009 (pages 1-48) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-7), dated August 27, 2009
- c) Attachment sheets 1 - 3 to lease GS-09B-02315, containing paragraphs 9-24;
- d) SFO Amendment Number 1 dated February 3, 2009;
- e) GSA Form 3517B entitled GENERAL CLAUSES (Rev. [11/05]) (pages 1-33);
- f) GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)) (pages 1-7);
- g) Site Plan (Exhibit "A").

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

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added.

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

LESSOR: 401 Ocean, LP

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

13 CORPORATE PL SU 150 Newport Bch CA

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

BY

CONTRACTING OFFICER, GSA