

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: November 17, 2010

LEASE No. LCA02365

THIS LEASE, made and entered into this date between CIM/Oakland 1333 Broadway, L.P.

whose address is: 6922 Hollywood Boulevard, Suite 900
Los Angeles, California 90028-3129

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:

18,137 rentable square feet (r.s.f.), yielding approximately 15,720 ANSI/BOMA Office Area square feet and related space located on the 4th Floor at 1333 Broadway, Oakland, California as depicted on the attached Exhibit A (the "Site Plan") together with 8 secure reserved structured parking spaces located on the B level of the parking garage known as the City Center Parking Garage located at 525 14th Street, Oakland, California throughout the term of the lease as depicted on the attached Exhibit B (the "Parking Diagram"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) years, eight (8) years firm term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows in arrears:

Year	Shell rate	Operating Costs	Annual Amortized T.I.'s	Annual Amortized Security Costs	Total Annual Rent	Monthly Rent	Annual Rent
1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 - 10	\$23.19	\$10.42	\$4.33	\$0.11	\$38.05	\$57,509.40	\$690,112.85

All costs unless otherwise noted are per rentable square foot / year.

Rent for a lesser period shall be prorated. Rent checks shall be payable to:

CIM/Oakland 1333 Broadway, L.P.
6922 Hollywood Boulevard, Suite 900
Los Angeles, California 90028

4. The Government may terminate this lease in whole or in part effective at any time after the 8th year of this lease 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 parking spaces described in paragraph 1 and parking spaces required by local code. The eight (8) reserved parking spaces noted in paragraph 1 will be located at the City Center Parking Garage, 525 14th Street, Oakland, California. In the event that the parking spaces are no longer available in this location due to the default of the owners of the parking garage or other termination of the Lessor's lease agreement with the parking garage, this lease will not be terminated for default provided the Lessor replaces the spaces in a garage no further than three (3) blocks away from the Premises. The replacement parking spaces would need to remain contiguous and must continue to meet the SFO requirements and be approved by Government, at its sole discretion (which shall not be unreasonably withheld). The spaces must be replaced immediately to avoid a lapse in the Government's ability to enjoy full use of the required spaces. In the event that the parking spaces are not replaced, the Government reserves the right to terminate the Lease for default.

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- 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; provided that the Government shall make payments for lump sum items. 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. 02035 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 02035 (pages 1-53) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (1 page);
- c) Amendment Number 1 (2 pages);
- d) GSA Form 3517 (pages 1 – 33)
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-2 containing Paragraphs 9-20;
- g) Site Plan indicating Premises - Exhibit A (1 page);
- h) Parking Diagram – Exhibit B (1 page).

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

Paragraph 5 of this STANDARD FORM 2 was deleted in its 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: CIM/Oakland 1333 Broadway, L.P.

BY _____ (Signature) _____ (Signature)

IN PRESENCE OF:

(Signature) 6922 HOLLYWOOD BLVD., LA, CA 90028
(Address)

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

BY _____
CONTRACTING OFFICER, GSA