

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE:

7/01/2010

LEASE No. GS-09B-02441

THIS LEASE, made and entered into this date between Bristol Square Inc., C/O Raymond and Associates

whose address is: 222 Northfield Road, Suite 200  
Northfield, IL 60093

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:

WHEREAS the Government has occupied the space identified herein, under preceding US Government Lease GS-09B-96473, and the parties hereto desire to continue the Government's occupancy for a succeeding period, incorporating herein the terms and conditions of said lease;

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:  
14,229 rentable square feet (RSF), yielding approximately 13,013 ANSI/BOMA Office Area square feet and related space located at the Bristol Square Building 185 "F" Street, Suites 100 U (705 rsf/ 393 ABOA), 110 (711 rsf/ 652 ABOA), 200 (9,096 rsf/ 8,889 ABOA), and 310 (3,717 rsf/ 3,079 ABOA), San Diego, CA 92101, together with 7 onsite reserved parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on July 1, 2010 through July 1, 2015 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$324,421.20 at the rate of \$27,035.10 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Bristol Square Inc.  
C/O Raymond and Associates  
222 Northfield Road, Suite 200  
Northfield, IL 60093

4. The Government may terminate this lease in whole or in part effective any time after July 1, 2013 giving at least 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. The Parties hereto agree that this succeeding lease shall incorporate by reference and continue in full force and effect all terms and conditions of the preceding US Government Lease GS-09B-96473, and its attachments, as amended by Supplemental Lease Agreement(s) Number 1 through 13, and any attachments thereto. To the extent that conflict in terms or conditions exist between this lease and its predecessor, the terms and conditions contained herein shall apply.
6. 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) GSA Form 3517 (pages 1-33)
  - b) Exhibit A entitled, "Government Demised Area" (pages 1-3)

7. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
8. The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

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

LESSOR: Bristol Square Inc., C/O Raymond and Associates

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA