

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 11/04/2010

LEASE No. GS-09B-02569

THIS LEASE, made and entered into this date between PACIFIC RIM BUSINESS CENTRE, LLC

whose address is: 821 Kuhn Drive, Suite 100
Chula Vista, CA 91914-4508

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:
11,555 rentable square feet (r.s.f.), yielding approximately 9,648 ANSI/BOMA Office Area square feet and related space located on the First Floor at the Pacific Rim Professional Plaza Building, 2297 Niels Bohr Court, San Diego, CA 92154-7929 together with 36 onsite reserved and secured parking spaces, as depicted on the attached First Generation Blue Line Plan (Exhibit A) (the "Premises"), and the attached Parking Plan (Exhibit B) 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 of \$411,805.51 (inclusive of \$104,442.51 amortized TI costs) at the rate of \$34,317.13 per month in arrears for years 1-5. For years 6-10 the Government shall pay the Lessor annual rent of \$378,079.60 at the rate of \$31,506.63 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

Pacific Rim Business Centre, LLC

821 Kuhn Drive, Suite 100

Chula Vista, CA 91914-4508

4. The Government may terminate this lease in whole or in part effective any time on or after the fifth (5th) year firm term of this lease 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.

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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 GS-09B-02569 (pages 1-47) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Attachment to SFO Paragraph 10.1 Special Requirements Entitled, [REDACTED] (pages 1-122);
- c) GSA Form 3517B (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet no. 1-2 containing Paragraphs 9-19;
- f) First generation Blue-Line Plan (Exhibit "A", page 1);
- g) Parking Plan (Exhibit "B", page 1).

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 19 have been added. The words "in whole" have been added after the word "lease" in Paragraph 4 prior to lease execution.

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

LESSOR: **PACIFIC RIM BUSINESS CENTRE, LLC**

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA