

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

DEC 17 2010

LEASE No. GS-09B-0269#1 BUILDING No. CA8247

THIS LEASE, made and entered into this date between **McMillin NTC 903/904, LLC**

whose address is: **McMillin NTC 903/904, LLC
2750 Womble Road, Suite 200
San Diego, CA 92106-6111**

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:
8,043 rentable square feet (r.s.f.), yielding approximately 7,255 ANSI/BOMA Office Area square feet and related space located on the First Floor (Suite No. 103) at the Liberty Station Building 903, aka 2750 Womble Road, San Diego, CA 92106-6111, together with five (5) onsite reserved, unsecured parking spaces, as depicted on the attached (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 fifth (5th) year of this Lease giving at least one hundred twenty (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. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 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 final construction 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. 9CA2759 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, subject to CC&R's, conformance to governmental regulations and subject to a mutually acceptable design.

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 9CA2759 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements: [REDACTED]
- c) Amendment Number 1 (page 1);
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-3 containing Paragraphs 9-27;
- g) Site and Building Plans (Exhibit "A", pages 1-2).

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: McMillin NTC 903/904, LLC

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

2750 Womble Rd, St. 200, San Diego, CA
92106

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

BY

James C. Becker
CONTRACTING OFFICER, GSA