

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: **JUN 03 2011**

LEASE No. GS-09B-02774

THIS LEASE, made and entered into this date between 401 West A Street SD PT, LLC.

whose address is: 2029 Century Park E., Suite 2000  
Los Angeles, CA. 90067

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-01412, 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:

A total of 34,923 rentable square feet (RSF), yielding 28,098 ANSI/BOMA Office Area square feet of office and related space, as further described below, inclusive of 484 RSF, yielding 395 ABOA square feet of free space. The Government will not be charged rent, including real estate taxes and operating cost escalations for that space which is designated as free space. The total square footage, inclusive of the free space, is located on the 8<sup>th</sup> and 9<sup>th</sup> Floors (Suites 800, 850, & 950) at the Columbia Center Building, 401 West A Street, San Diego, California 92101, together with fifteen (15) onsite structured parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

████████████████████ will occupy approximately 18,398 rentable square feet of office and related space, yielding 14,743 ANSI/BOMA Office Area square feet, inclusive of 473 rentable square feet/385 ANSI/BOMA Office Area square feet of free space. The Government will not be charged rent, including real estate taxes and operating cost escalations for that space which is designated as free space.

████████████████████ will occupy approximately 1,495 rentable square feet of office and related space, yielding 1,220 ANSI/BOMA Office Area square feet, inclusive of 11 rentable square feet/10 ANSI/BOMA Office Area square feet of free space. The Government will not be charged rent, including real estate taxes and operating cost escalations for that space which is designated as free space.

████████████████████ will occupy approximately 15,030 rentable square feet of office and related space, yielding 12,135 ANSI/BOMA Office Area square feet.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on March 1, 2011 through February 28, 2014, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$1,052,111.45 at the rate of \$ 87,675.95 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

401 West A Street SD PT, LLC  
2029 Century Park E., Suite 2000  
Los Angeles, CA 90067

4. The Government may terminate this lease, in whole or in part, as follows:

████████████████████ may terminate this lease, in whole or in part, effective any time after the first year of this lease by giving at least 90 days' prior notice in writing to the Lessor.

████████████████████ may terminate this lease, in whole or in part, effective any time after the first year of this lease by giving at least 90 days' prior notice in writing to the Lessor.

\_\_\_\_\_ may terminate this lease, in whole or in part, effective any time after the first six months of this lease by giving at least 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. 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 U.S. Government Lease GS-09B-01412, and its attachments, as amended by Supplemental Lease Agreements Numbers 1 through 5, 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 3517B (pages 1-26);
- b) GSA Form 3518 (pages 1-4);

Paragraph 13 of Standard Form 2 for prior lease number GS-09B-01412 is hereby deleted in its entirety and replaced as follows:

7. The Government's percentage of occupancy is agreed to be 6.2908% based on 34,439 rentable square feet leased to the Government and a total of 547,446 rentable square feet for the entire Building.

Paragraph 14 of Standard Form 2 for prior lease number GS-09B-01412 is hereby deleted in its entirety and replaced as follows:

8. The base rate for annual escalation of the operating expenses is established at \$6.82 per rentable square foot. The first escalation shall be March 1, 2012.

Paragraph 15 of Standard Form 2 for prior lease number GS-09B-01412 is hereby deleted in its entirety and replaced as follows:

9. The common area factor for the Building identified in Paragraph 1 of the Standard Form 2 is established at 22.57%.

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

LESSOR: 401 West A Street SD PT, LLC.

BY \_\_\_\_\_

(Signature)

(Signature)

IN PRESENCE OF: \_\_\_\_\_

(Signature)

(Address)

2029 Century Park E #2000  
Los Angeles, CA 90067

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

BY \_\_\_\_\_

CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02774

10. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**
11. 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.
12. Where the words "Offeror", "Lessor" or "successful Offerer" 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".
13. Lessor shall not be required to provide the Government with an allowance for tenant improvements for the period beginning March 1, 2011 through February 28, 2014, unless mutually agreed to by the parties hereto and documented by Supplemental Agreement hereto.

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Initials:            &             
Lessor Government