

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 1/12/12

LEASE No. GS-09B-02916

THIS LEASE, made and entered into this date between **Monterey Bay Aquarium Support Services, A California Nonprofit Public Benefit Corporation**

whose address is: 99 Pacific St, Ste 575A
Monterey, CA 93940-2498

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:
6,997 rentable square feet (r.s.f.), yielding approximately 6,391 ANSI/BOMA Office Area square feet and related space, and an additional 218 rentable square feet yielding approximately 218 ANSI/BOMA Office Area square feet of space at no cost to the Government, located on the First (1st) and Second (2nd) Floors and lower level (Building 455, Suite A) at 99 Pacific Street, Monterey, California, 93940, together with twenty-one (21) structured parking spaces, as depicted on the attached Site Plan (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 3rd 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 twenty-one (21) structured parking spaces as 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 approved Design Intent 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. 1CA2007 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.
 - D. The Government occupies the space with furniture, equipment and a telephone system furnished by the [REDACTED] see Exhibit C. If the furniture, equipment and telephone system needs repair during the lease term, the [REDACTED] is responsible for all repairs of the items (not the responsibility of the Lessor). Upon termination of the lease, it is the responsibility of [REDACTED] to dispose of and/or remove the furniture, equipment and telephone system.

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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 1CA2007 (pages 1-52) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Amendments #1, #2 and #3 (one page each);
- c) GSA Form 3517 (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Sheet Nos. 1-2 containing Paragraphs 9-26;
- f) Site Plan, Exhibit "A" (1 page);
- g) Parking Plan, Exhibit "A";
- h) Transfer Document - [REDACTED] Form 1149 and list of furnishings and equipment transferred from the previous Government tenant, the [REDACTED] to the new Government tenant, the [REDACTED], Exhibit "B" (2 pages).

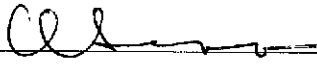
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 26 have been added.

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

LESSOR: Monterey Bay Aquarium Support Services, A California Nonprofit Public Benefit Corporation

BY

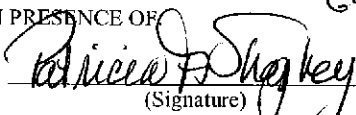


(Signature)

DAVE SOSA
GENERAL MGR

(Signature)

IN PRESENCE OF



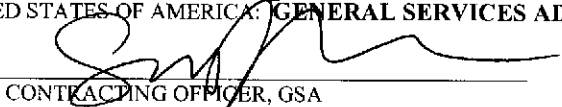
(Signature)

99 Pacific Street 575A Monterey CA
93940

(Address)

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

BY



CONTRACTING OFFICER, GSA

SUSAN TRUONG

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02916

9. **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 five (5) years term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

10. The Government shall pay the Lessor annual rent as follows:

Years	Shell	Operating Cost	Tenant Improvements	Total Annual Rent	Total Rent per Month payable in arrears
1 - 3	\$116,709.96	\$57,585.31	\$14,187.88	\$188,483.15	\$15,706.93
4 - 5	\$116,709.96	\$57,585.31	\$0.00	\$174,295.27	\$14,524.61

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

Monterey Bay Aquarium Support Services
99 Pacific St, Ste 575A
Monterey, CA 93940-2498

11. PARAGRAPH NUMBER 11 INTENTIONALLY OMITTED.
12. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," the Government occupies 6,997/77,645 rentable square feet (9.01%).
13. **OPERATING COST:** Paragraph 4.2, "Operating Costs", will be deleted from the SFO. The rate for operating costs is established at \$8.23 per rentable square foot per annum for the entire five (5) year term and is not subject to any adjustments.
14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.3, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.28 per rentable square foot per annum for operating expenses.
15. **OVERTIME USAGE:** Pursuant to Paragraph 4.5, "Overtime Usage", the Lessor shall provide heating, ventilation, and air conditioning (HVAC) at any time beyond normal service hours at a rate of \$0.00 per hour.
16. **24 HOUR ROOMS:** The charges for heating and cooling of these areas shall be provided at the rate of \$0.00 per hour.
17. **Tenant Improvement Allowance:** The maximum Tenant Improvement Allowance shall be \$42,563.63 (\$6.659932 per ANSI/BOMA office area square feet) amortized over the three (3) year firm term of the lease agreement at an interest rate (amortization rate) of zero (0) % per year payable monthly at the rate of \$1,182.32 or \$14,187.88 annually. Pursuant to Paragraph 3.3 "Tenant Improvement Rental Adjustment," the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance.
18. PARAGRAPH NUMBER 18 IS INTENTIONALLY OMITTED.
19. **ACCEPTANCE OF SPACE:**
- The following is added to Paragraph 5.12 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
 - Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
 - Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
20. **OCCUPANCY REPORTS:**
- Building Systems:** As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
 - Acoustical Requirements:** As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

Initials: ll & ST
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02916

21. **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.**
22. 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".
23. Pursuant to Paragraph 5.2, "Unit Costs for Adjustments", the following negotiated amounts may be used, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

ITEM	UNIT COST
Cost per linear foot of office subdividing ceiling-high partitioning	
Cost per floor-mounted duplex electrical outlet	
Cost per wall-mounted duplex electrical outlet	
Cost per floor-mounted fourplex (double duplex) electrical outlet	
Cost per wall-mounted fourplex (double duplex) electrical outlet	
Cost per dedicated clean electrical computer receptacle	
Cost per floor-mounted telephone outlet	
Cost per wall-mounted telephone outlet	
Cost per interior door	

24. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (h) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
25. **Commission and Commission Credit:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$15,706.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$15,706.93 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

For the remainder of the lease term, amount of rent shall be in accordance with Paragraph 10 herein.

26. In accordance with SFO Paragraph 3.2B, the following project development fees will be allowed in amounts not to exceed as specified below for Tenant Improvements and Change orders during the initial construction.
- A. General Conditions: 0%
 - B. General Contractor fee: 0%
 - C. Architectural/Engineering fees: 0%
 - D. Lessor's project management fees: 0%

Initials: WS & S.T.
Lessor Government