

LEASE NO. GS-09B-02963

Standard Lease
GSA FORM L201C (September 2011)

This Lease is made and entered into between

PACIFIC RIM BUSINESS CENTRE, LLC

("the Lessor"), whose principal place of business is 821 Kuhn Drive, Suite 100, Chula Vista, CA 91914, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2297 Niels Bohr Court, San Diego, CA 92154

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

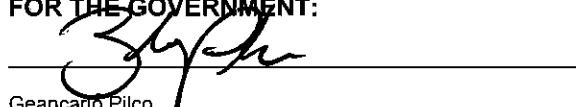
To Have and To Hold the said Premises with their appurtenances for the term beginning on **June 5, 2012 through June 4, 2022** subject to termination rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

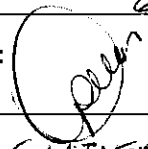
FOR THE LESSOR:


Name: MICHAEL A. VOGT
Title: PRESIDENT
Date: 6/26/2012

FOR THE GOVERNMENT:


Geancarlo Pilco
Lease Contracting Officer
Date: 6/28/12

WITNESSED BY:


Name: PERLA GUTIERREZ
Title: PROP. MGR
Date: 6/26/2012

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	5
1.01	THE PREMISES (AUG 2011)	5
1.02	EXPRESS APPURTENANT RIGHTS (AUG 2011)	5
1.03	RENT AND OTHER CONSIDERATION (AUG 2011)	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)	6
1.05	TERMINATION RIGHTS (AUG 2011)	6
1.06	INTENTIONALLY DELETED	6
1.07	DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)	6
1.08	INTENTIONALLY DELETED	6
1.09	INTENTIONALLY DELETED	6
1.10	INTENTIONALLY DELETED	6
1.11	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)	6
1.12	OPERATING COST BASE (AUG 2011)	6
1.13	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)	6
1.14	HOURLY OVERTIME HVAC RATES (AUG 2011)	6
1.15	24-HOUR HVAC REQUIREMENT (APR 2011)	7
1.16	INTENTIONALLY DELETED	7
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	8
2.01	DEFINITIONS AND GENERAL TERMS (AUG 2011)	8
2.02	AUTHORIZED REPRESENTATIVES (AUG 2011)	9
2.03	WAIVER OF RESTORATION (APR 2011)	9
2.04	PAYMENT OF BROKER (JULY 2011)	9
2.05	CHANGE OF OWNERSHIP (APR 2011)	9
2.06	INTENTIONALLY DELETED	9
2.07	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	9
2.08	OPERATING COSTS ADJUSTMENT (APR 2011)	9
2.09	FINANCIAL AND TECHNICAL CAPABILITY (AUG 2011)	10
2.10	RELOCATION ASSISTANCE ACT (APR 2011)	10
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	11
3.01	INTENTIONALLY DELETED	11
3.02	WORK PERFORMANCE (AUG 2011)	11
3.03	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)	11
3.04	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	11
3.05	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (DEC 2010)	11
3.06	INTENTIONALLY DELETED	11
3.07	WOOD PRODUCTS (AUG 2008)	11
3.08	ADHESIVES AND SEALANTS (AUG 2008)	12
3.09	BUILDING SHELL REQUIREMENTS (APR 2011)	12
3.10	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	12
3.11	QUALITY AND APPEARANCE OF BUILDING (APR 2011)	12
3.12	VESTIBULES (APR 2011)	12
3.13	MEANS OF EGRESS (AUG 2011)	12
3.14	AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2011)	13
3.15	FIRE ALARM SYSTEM (AUG 2011)	13
3.16	ENERGY INDEPENDENCE AND SECURITY ACT (MAY 2011)	13
3.17	ELEVATORS (AUG 2011)	13
3.18	BUILDING DIRECTORY (APR 2011)	14
3.19	INTENTIONALLY DELETED	14
3.20	DEMOLITION (AUG 2011)	14
3.21	ACCESSIBILITY (FEB 2007)	14
3.22	CEILINGS (AUG 2011)	14
3.23	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (AUG 2011)	14
3.24	DOORS: IDENTIFICATION (APR 2011)	15
3.25	WINDOWS (APR 2011)	15
3.26	PARTITIONS: GENERAL (APR 2011)	15
3.27	PARTITIONS: PERMANENT (APR 2011)	15
3.28	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	15
3.29	WALL FINISHES (AUG 2011)	15
3.30	PAINTING (AUG 2011)	15
3.31	FLOORS AND FLOOR LOAD (AUG 2011)	15
3.32	FLOOR COVERING AND PERIMETERS (AUG 2011)	16
3.33	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	16
3.34	BUILDING SYSTEMS (APR 2011)	16
3.35	ELECTRICAL (APR 2011)	16
3.36	ADDITIONAL ELECTRICAL CONTROLS (APR 2011)	16
3.37	PLUMBING (APR 2011)	16
3.38	DRINKING FOUNTAINS (APR 2011)	16

3.39	TOILET ROOMS (APR 2011)	16
3.40	JANITOR CLOSETS (APR 2011)	17
3.41	HEATING VENTILATION AND AIR CONDITIONING (APR 2011)	17
3.42	HEATING AND AIR CONDITIONING (APR 2011)	17
3.43	VENTILATION (AUG 2011)	17
3.44	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	17
3.45	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	18
3.46	LIGHTING: INTERIOR AND PARKING (DEC 2010)	18
3.47	ACOUSTICAL REQUIREMENTS (SEP 2009)	18
3.48	INTENTIONALLY DELETED	19
3.49	INTENTIONALLY DELETED	19
3.50	INTENTIONALLY DELETED	19
3.51	INTENTIONALLY DELETED	19
3.52	INTENTIONALLY DELETED	19
3.53	INTENTIONALLY DELETED	19
3.54	DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)	19
3.55	ACCESS TO UTILITY AREAS (NOV 2005)	19
3.56	MECHANICAL AREAS AND BUILDING ROOFS (AUG 2011)	19
3.57	ACCESS TO BUILDING INFORMATION (NOV 2005)	19
3.58	IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)	19
3.59	SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)	20
3.60	EMERGENCY POWER TO CRITICAL SYSTEMS (NOV 2005)	20
3.61	INTENTIONALLY DELETED	20
3.62	INTENTIONALLY DELETED	20
3.63	INTENTIONALLY DELETED	20
3.64	INTENTIONALLY DELETED	20

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		21
4.01	SCHEDULE FOR COMPLETION OF SPACE (AUG 2011)	21
4.02	CONSTRUCTION DOCUMENTS (APR 2011)	21
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (APR 2011)	21
4.04	TENANT IMPROVEMENTS PRICING REQUIREMENTS (AUG 2011)	21
4.05	GREEN LEASE SUBMITTALS (SEPT 2011)	22
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	23
4.07	PROGRESS REPORTS (APR 2011)	23
4.08	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (APR 2011)	23
4.09	CONSTRUCTION INSPECTIONS (APR 2011)	23
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (AUG 2011)	23
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (APR 2011)	23
4.12	AS-BUILT DRAWINGS (APR 2011)	23

SECTION 5 TENANT IMPROVEMENT COMPONENTS		24
5.01	TENANT IMPROVEMENT REQUIREMENTS (AUG 2011)	24
5.02	FINISH SELECTIONS (AUG 2011)	24
5.03	WINDOW COVERINGS (SEP 2009)	24
5.04	DOORS: SUITE ENTRY (AUG 2011)	24
5.05	DOORS: INTERIOR (AUG 2011)	24
5.06	DOORS: HARDWARE (DEC 2007)	24
5.07	DOORS: IDENTIFICATION (SEP 2000)	24
5.08	PARTITIONS: SUBDIVIDING (SEP 2009)	24
5.09	WALL FINISHES (APR 2011)	25
5.10	PAINTING (APR 2011)	25
5.11	FLOOR COVERINGS AND PERIMETERS (AUG 2011)	25
5.12	HEATING AND AIR CONDITIONING (APR 2011)	26
5.13	ELECTRICAL: DISTRIBUTION (APR 2011)	26
5.14	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (APR 2011)	26
5.15	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	27
5.16	DATA DISTRIBUTION (AUG 2008)	27
5.17	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (AUG 2008)	27
5.18	LIGHTING: INTERIOR AND PARKING (APR 2011)	27

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		28
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AUG 2011)	28
6.02	UTILITIES (APR 2011)	28
6.03	UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)	28
6.04	HEATING AND AIR CONDITIONING (AUG 2011)	28
6.05	OVERTIME HVAC USAGE (AUG 2011)	28
6.06	JANITORIAL SERVICES (SEPT 2011)	29
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	29

6.08	SELECTION OF PAPER PRODUCTS (APR 2011)	29
6.09	INTENTIONALLY DELETED	29
6.10	MAINTENANCE AND TESTING OF SYSTEMS (APR 2011)	29
6.11	MAINTENANCE OF PROVIDED FINISHES (SEPT 2011)	30
6.12	ASBESTOS ABATEMENT (APR 2011)	30
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	30
6.14	SCHEDULE OF PERIODIC SERVICES (APR 2011)	30
6.15	INTENTIONALLY DELETED	30
6.16	LANDSCAPE MAINTENANCE (APR 2011)	30
6.17	INTENTIONALLY DELETED	30
6.18	INTENTIONALLY DELETED	30
6.19	INTENTIONALLY DELETED	30
6.20	INDOOR AIR QUALITY (DEC 2007)	31
6.21	RADON IN AIR (AUG 2008)	31
6.22	INTENTIONALLY DELETED	31
6.23	INTENTIONALLY DELETED	31
6.24	HAZARDOUS MATERIALS (OCT 1996)	31
6.25	MOLD (AUG 2008)	31
6.26	OCCUPANT EMERGENCY PLANS (APR 2011)	32
6.27	INTENTIONALLY DELETED	32
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		33

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 7,434 rentable square feet (RSF), yielding 6,207 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 1.165 percent, located on the 2nd floor and known as Suite 204, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (AUG 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 13 reserved parking spaces and 26 unreserved employee parking spaces as depicted on the plan attached hereto as Exhibit B. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM JUNE 5, 2012 – JUNE 4, 2017		NON FIRM TERM JUNE 5, 2017 – JUNE 4, 2022	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$163,548.00	\$22.00	\$193,284.00	\$26.00
OPERATING COSTS	\$49,956.48	\$6.72	\$49,956.48	\$6.72
TOTAL ANNUAL RENT	\$213,504.48	\$28.72	\$243,240.48	\$32.72

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 6,207 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
4. All services, utilities, maintenance required for the proper operation of the Property, the Building, and the leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. **Jones Lang LaSalle** ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to **Jones Lang LaSalle** with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully 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:

Month 1 Rental Payment **\$17,792.04** minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted **1st** Month's Rent.

Month 2 Rental Payment **\$17,792.04** minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted **2nd** Month's Rent.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part effective **June 4, 2017** by providing at least **sixty (60) days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
AGENCY-SPECIFIC REQUIREMENTS	1	C
GSA FORM 3517B GENERAL CLAUSES	33	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	E

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **14.49** percent. The percentage of occupancy is derived by dividing the total Government space of **7,434** RSF by the total building space of **51,298** RSF.

The real estate tax base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$1.90**.

1.12 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$6.72** per rentable sq. ft (**\$49,956.48/annum**).

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (AUG 2011)

In accordance with the section entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$3.75** per ABOA SF of space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

- **\$22.00** per hour per zone
- No. of zones: **1**

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the premises, such services shall be provided by the Lessor at an annual rate of **\$613.60** for the entire area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the building at no additional cost.

1.16 INTENTIONALLY DELETED