

LEASE NO. GS-09B-03309

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

Lessor's Name BMR-8808 BALBOA AVENUE LLC

("the Lessor"), whose principal place of business is 17190 Bernardo Center Drive, San Diego, CA 92128-2088 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
8808 Balboa Ave, San Diego, CA 92123

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 November 22, 2012 and continuing through November 21, 2017.

subject to termination and renewal 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: Kevin Simonsen
Title: VP, Real Estate Counsel
Date: 9-6-12

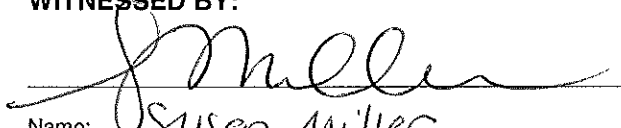
FOR THE GOVERNMENT:


Daniel J. McGrath

Lease LCO

Date: 9/10/2012

WITNESSED BY:


Name: Susan Miller
Title: Sr. Admin - Real Estate Counsel
Date: 9-6-12

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 15,955 rentable square feet (RSF), yielding 15,415 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.03603%, as depicted on the floor plan(s) attached hereto as Exhibit B.

1.02 EXPRESS APPURTENANT RIGHTS (SEPT 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: 75 reserved parking spaces as depicted on the plan attached hereto as Exhibit B of which 75 shall be surface parking spaces. 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 (SUCCEEDING) (SEPT 2011)

- A. The Government shall pay the Lessor annual rent, payable monthly in arrears, effective November 22, 2012 through November 21, 2017 at the following rates:

	Annual Rent	Annual Rate/RSF
Shell Rent	\$448,175.95	\$28.09
Tenant Improvements rent ¹	\$35,000	\$2.19 ²
Operating Costs	\$179,015.10	\$11.22
Total Annual Rent	\$662,191.05	\$41.50

¹ The Tenant Improvements of \$175,000 are amortized at a rate of 0 percent per annum over 5 years.

² Rates may be rounded

B. 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.

C. 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.

D. 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.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011) INTENTIONALLY DELETED~~

1.05 ~~TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) INTENTIONALLY DELETED~~

1.06 ~~RENEWAL RIGHTS (SEPT 2011) 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
GSA FORM 3517B GENERAL CLAUSES	48	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)

The Government shall have the right to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining principal balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining firm term of the Lease.

1.09 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011) INTENTIONALLY DELETED~~

1.10 OPERATING COST BASE (SEPT 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 \$11.22 per rentable sq. ft (\$179,015.10/annum).

1.11 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011) INTENTIONALLY DELETED~~

1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)

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

\$15 per hour for the entire space.

1.13 ~~24-HOUR HVAC REQUIREMENT (APR 2011) INTENTIONALLY DELETED~~

1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvement no later than one year after the Succeeding Lease award date:

- A. Replace 5 Rooftop Packaged Heat Pump units servicing the premises.