

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

September 16, 2010

LEASE NO.

GS-10B-07187

Bldg. #WA8021

THIS LEASE, made and entered into this date by and between ARDEN REALTY LIMITED PARTNERSHIP

Whose address is 11601 WILSHIRE BOULEVARD, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90025-0509

and whose interest in the property hereinafter described is that of LESSOR,
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:

A total of 30,470 rentable square feet (RSF) of office and related space, which yields 27,635 ANSI/BOMA Office Area square feet (USF) of space at Canyon Park East, Building D, 22215 26th Avenue SE, Bothell, WA to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 30 reserved secure parking spaces for official vehicles, 92 unreserved spaces for employees and contractors, and 5 additional spaces for visitors.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on approximately September 15, 2010 for approximately 3,500 USF temporary space to be used immediately, as-is, until date of beneficial occupancy (approximately July 1, 2011 or earlier) for the entire 27,635 USF, (which includes the 3,500 USF temporary space) and continuing through June 30, 2021 for the entire space, subject to termination and renewal rights as may be hereinafter set forth. The lease commencement date is estimated and shall begin upon substantial completion and beneficial occupancy of the entire space by the Government, which shall be set forth in a supplemental lease agreement.

3. The Government shall pay the Lessor annual rent according to the schedule below:

	Annual Rent (Years 1-5)	Monthly Rent (Years 1-5)	Annual Rent (Years 6-10)	Monthly Rent (Years 6-10)
Shell Rental Rate	\$390,016.00*	\$32,501.33	\$536,576.70	\$44,714.72
Operating Cost Rate	\$148,693.60	\$12,391.13	\$148,693.60	\$12,391.13
Tenant Improvement Rate	\$147,298.80	\$12,274.90	\$147,298.80	\$12,274.90
Real Estate Taxes	\$45,705.00	\$3,808.75	\$45,705.00	\$3,808.75
Full Service Rent	\$731,280.00	\$60,940.00	\$878,274.10	\$73,189.50

*The Government will pay the operating cost rate only on the 3,500 USF of temporary space until beneficial occupancy of entire space. After beneficial occupancy has been established, the Government shall be provided with six (6) months of free shell rent. This will result in shell rent for year 1 of \$195,008.00.

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

ARDEN REALTY LIMITED PARTNERSHIP
11601 WILSHIRE BOULEVARD, 4TH FLOOR
LOS ANGELES, CALIFORNIA, 90025-0509

4. This paragraph intentionally removed.

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

LESSOR
ARDEN REALTY LIMITED

IN PRESENCE OF

Joaquin de Monet
President & CEO

(Title)

11601 WILSHIRE BLVD.
FOURTH FLOOR
LOS ANGELES, CA 90025

(Address)

Contracting Officer, General Services Administration
(Official Title)

5. This lease may be renewed at the option of the Government, for the following terms and at the following rental rates:

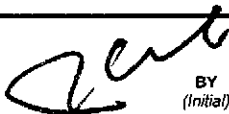
	Option 1 (Yrs 11-15) Annual Rent	Option 1 (Yrs 11-15) Monthly Rent	Option 2 (Yrs 16-20) Annual Rent	Option 2 (Yrs 16-20) Monthly Rent
Shell Rental Rate	\$854,074.10	\$71,172.84	\$1,349,516.30	\$112,459.69
Operating Expense Rate	\$148,693.60	\$12,391.13	\$148,693.60	\$12,391.13
Real Estate Taxes	\$45,705.00	\$3,808.75	\$45,705.00	\$3,808.75
Full Service Rent	\$1,048,472.70	\$87,372.72	\$1,543,914.90	\$128,659.57

Provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO NO. OWA2038 dated June 10, 2010, as amended.
 - B. Build out in accordance with standards set forth in SFO NO. OWA2038 dated June 10, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers NO. OWA2038, (52 pages), and Special Requirements (9 pages), dated June 10, 2010, and Amendment #1, (1 page) dated June 16, 2010.
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])(2 pages)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])(7 pages)
8. In accordance with the SFO paragraph 3.3 entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$1,271,210.00 (27,635 USF x \$46.00) shall be amortized through the rent for 10 years at the rate of 3%. The total annual cost of Tenant Improvements for the amortization period shall be \$1,472,988.00.
9. In accordance with the SFO paragraph 4.2.B (9) entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 34.93% (30,470/87,230 RSF).
10. In accordance with the SFO paragraph 4.3 entitled *Operating Costs*, the escalation base is established as \$4.88/RSF (\$148,693.60/annum).
11. In accordance with the SFO paragraph 4.1.C entitled *Common Area Factor*, the common area factor is established as 1.10258 (30,470 RSF/27,635 USF).
12. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.80/USF for vacant space (rental reduction).
13. In accordance with the SFO Paragraph 4.6 entitled *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour for the entire building or any portion thereof.
14. This paragraph is intentionally deleted.
15. Tax Adjustment: Pursuant to Paragraph 4.2 of the SFO, "Tax Adjustment (AUG 2008)," for purposes of tax escalation, the Government occupies 30,470 / 87,230 (34.93% of Canyon Park East Building D) rentable square feet. Base year taxes are established at \$45,705.00 (\$1.50/RSF). Taxes shall be increased or decreased from the base pursuant to annual adjustment per Paragraph 4.2 of the SFO. Tax parcel number is identified as #27052900300200.

The Lessor hereby waives restoration.

LESSOR


BY
(Initial)

UNITED STATES OF AMERICA

BY 
(Initial)