

DATE OF LEASE:

**SEP 21 2009**

LEASE No. **GS-09B-01986** (LCA01986)

THIS LEASE, made and entered into this date between **RREEF AMERICA REIT LI CORP**

whose address is: **402 W BROADWY STE 770  
 SAN DIEGO, CA 92101-8504**

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. 9,615 rentable square feet (r.s.f.), yielding approximately 8,375 ANSI/BOMA Office Area square feet and related space located on the 6<sup>th</sup> Floor consisting of 7,436 r.s.f.; 6,478 ANSI/BOMA Office Area and on the 13<sup>th</sup> Floor consisting of 2,179 r.s.f.; 1,897 ANSI/BOMA Office Area at 402 West Broadway, San Diego, CA 92101, together with 11 inside, onsite, structured, reserved parking spaces, as depicted on the attached Exhibit A (Site Plan) and Exhibit B - 1, B - 2, and B - 3 (Frist Generation Bule Line) to be used for **SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.**
2. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on the day the space is accepted and ready for occupancy through the following seven (7) year term in accordance with the Paragraph entitled "Inspection of Premises," subject to termination rights hereinafter set forth.
3. The Government shall pay the Lessor annual rent of **\$315,275.85** at the rate of **\$26,272.99** per month in arrears for Months 1 through 3; **\$489,407.14** at the rate of **\$40,783.93** per month in arrears for Months 4 through 60; and Months 61 through 84 the annual rent shall be **\$392,195.85** at the rate of **\$32,682.99** per month in arrears. Rent for a lesser period shall be prorated.

Months	Shell Rate RSFPY (rentable square foot per year)	Services RSFPY	Tenant Improvements (TI's)	Total Rent RSFPY	Total Monthly Rent	Total Annual Rent
1 - 3	\$15.24	\$2.87	\$14.68	\$32.79	\$26,272.99	\$315,275.85
4 - 60	\$30.48	\$5.74	\$14.68	\$49.64	\$40,783.93	\$489,407.14
61 - 84	\$35.05	\$5.74		\$40.79	\$32,682.99	\$392,195.85

Rent checks shall be payable to:

**RREEF AMERICA REIT LI CORP  
 402 W BROADWY STE 770  
 SAN DIEGO, CA 92101-8504**

4. The Government may terminate this lease, in whole or in part, at any time after **the third (3rd) year** by giving at least **sixty (60) 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 eleven (11) on-site reserved structured parking spaces 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 final construction drawings; provided that the Government shall make payments for lump sum items identified in Paragraph 11 of the attachment sheets in the amounts specified herein. Rent is subject to adjustment in accordance with Paragraph 1.11, "Tenant Improvement Rental Adjustment" of the SFO. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements, and other requirements as required by the Solicitation for Offers No. LCA01986 and its attachments.
  - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 6.14 entitled, "Telecommunications: Local Exchange Access," of the SFO.

7. The following are attached and made a part hereof:
- A. Sheet No. 1 (containing Paragraphs 9 thru 21);
  - B. Site Plan (Exhibit "A");
  - C. DID's (Exhibits "B-1," "B-2," and "B-3");
  - D. The Solicitation for Offers Number LCA01986 – pages 1 thru 38 (all references to SFO shall also refer to any Special Requirements and Amendments);
  - E. GSA Form 3517B, General Clauses – Acquisition of Leasehold Interests in Real property (Rev 11/05 – pages 1 thru 33);
  - F. GSA Form 3518, Representations and Certifications (Rev 1/07 – pages 1 thru 7)

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

Paragraphs 5 of this STANDARD FORM 2 is deleted in its entirety. Paragraphs 9 through 20 have been added. The words "in whole or in part" have been added after the word "lease" in Paragraph 4 prior to lease execution. The words "after the third (3<sup>rd</sup>) year" have been added after the word "time" in Paragraph 4 prior to lease execution.

LESSOR: RREEF AMERICA REIT II CORP, a Maryland corporation  
 BY: RREEF Management Company, a Delaware corporation

BY Sonia Miro (Signature) SONIA MIRO, RPA (Signature)  
 VICE PRESIDENT / DIST. MGR.

IN PRESENCE OF:

Diana Castro (Signature) 402 W. BROADWAY, 770, SD, CA 92101 (Address)

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

BY Charles P. [Signature]  
 CONTRACTING OFFICER, GSA