

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: *March 08, 2010*

LEASE No. GS-09B-02520

THIS LEASE, made and entered into this date between CIM/Oakland Center 21, LP

whose address is: 6922 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028

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:
30,416 rentable square feet (r.s.f.), yielding approximately 26,449 ANSI/BOMA Office Area square feet and related space located on the 2nd and 3rd Floors at the 2100 Franklin, 2100 Franklin Street, Oakland, CA 94612, together with two (2) onsite structured parking spaces, as depicted on the attached Lower Level Plan (Exhibit B) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The Richmond Teleservice Center is a call center for [REDACTED] Employees in this facility [REDACTED]. The [REDACTED] will have no visitors other than [REDACTED] upper management in this location.
2. TO HAVE AND TO HOLD the said 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 ten (10) year term in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$1,255,268.32 at the rate of \$104,605.69 per month in arrears.

	Annual Rent	Monthly Rent
Shell Rental Rate	\$889,363.84	\$74,113.65
Operating Cost Rate	\$241,198.88	\$20,099.91
TI Rental Rate	\$124,705.60	\$10,392.13
Full Service Rent	\$1,255,268.32	\$104,605.69
Full Service Rent per RSF	\$41.27/RSF	

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

**CIM/Oakland Center 21, LP
6922 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028**

4. The Government may terminate this lease in whole or in part effective any time after the eighth (8th) year of this lease 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 parking space(s) 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; provided that the Government shall make payments for lump sum items identified in Paragraph 23 of the attachment sheets in the amounts specified therein. 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. 9CA2164 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.

- 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 9CA2164 (pages 1-54) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - B. Special Requirements (pages 1-50);
 - C. Amendment Number 1 (pages 1-3);
 - D. GSA Form 3517 (pages 1-33);
 - E. GSA Form 3518 (pages 1-7);
 - F. Sheet no. 1-3 containing Paragraphs 9-25;
 - G. Floor Plan (Exhibit "A", pages 1-2);
 - H. Lower Level Plan (Exhibit "A", page 1).

8. The following changes were made in this lease prior to its execution:
 Paragraph 5 of this STANDARD FORM 2 were deleted in its entirety. Paragraphs 9 through 23 have been added.

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

LESSOR: CIM/Oakland Center, LLC
 BY _____ (Signature) _____ (Signature)

IN PRESENCE OF:
 _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**
 BY Shelle Johnson
 CONTRACTING OFFICER, GSA