STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**

DATE OF LEASE: JAN 13 2010 | LEASE No. GS-09B-01917

THIS LEASE, made and entered into this date between SYMPHONY TOWER LLC, A Delaware Limited Liability Company

whose address is: 750 B Street
San Diego, California 92101

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:
A total of 7,360 rentable square feet (r.s.f.), yielding approximately 6,089 ANSI/BOMA Office Area square feet and related space located in two separate spaces: Block A: 17th floor, Suite 1730, (2,839 rsf/2,346 ANSI/BOMA Office Area square feet) and Block B: 19th floor, Suite 1900, (4,521 rsf/3,743 ANSI/BOMA Office Area square feet) at Symphony Tower, 750 B Street, San Diego, California 92101, together with eight (8) inside, onsite, structured parking spaces (Block A: five (5) reserved and Block B: three (3) unreserved), as depicted on the attached Exhibit A (Site Plan) and Exhibit B ("Premises" as shown on the first-generation, blue-line plan of the 17th and 19th Floors) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIALLY OMITTED.

3. The Government shall pay the Lessor annual rent of $308,899.20 ($41.97 per r.s.f.) at the rate of $25,741.60 per month in arrears for Years 1 - 5 of the Lease and $289,174.40 ($39.29 per r.s.f.) at the rate of $24,097.87 per month in arrears for Years 6 - 10. Rent for the lesser period shall be prorated.

Years	Shell Rate per RSFPY (rentable square foot per year)	Services/ RSFPY	TI Amort./ RSFPY	Total Rent/ RSFPY	Total Monthly Rent	Total Annual Rent
1-5	$25.20	$8.09	$8.68	$41.97	$25,741.60	$308,899.20
6-10	$31.20	$8.09	$0.00	$39.29	$24,097.87	$289,174.40

Rent checks shall be payable to:
Symphony Tower LLC
750 B Street
San Diego, California 92101

4. The Government may terminate this lease in whole or in part effective at any time on or after the 5th year of the lease by giving at least 90 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.

The Lessor shall furnish to the Government as part of the rental consideration, the following:

A. The 8 inside, onsite, structured, parking space(s) described in Paragraph 1.

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. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. LCA01917 and its attachments.

C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation of 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 LCA01917 (pages 1-41) (all references to SFO shall also refer to any Special Requirements and Amendments);
b) Special Requirements (HHS: Pages 1-5 and [redacted]: Pages 1-12);
c) GSA Form 3517 (pages 1-33);
d) GSA Form 3518 (pages 1-7);
e) Sheet Numbers 1 - 6, containing Paragraphs 9-30;
f) First Generation Blue-Line Floor Plan (Exhibits "A");
g) First Generation Blue-Line Floor Plan (Exhibit "B");
h) Site Plan (Exhibit "C"); and

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

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 30 have been added. The words "in whole or in part" have been added after the word "lease" and the words "on or after the fifth year of this lease" have been added after the word "time" in Paragraph 4 prior to lease execution.

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

LESSOR: **SYMPHONY TOWER LLC, A Delaware Limited Liability Company**

BY _____ _____

Steven M. Case
Executive Vice President, Office Properties

Michael T. Bennett
Senior Vice President, Operations, Office Properties

IN PRESENCE OF:

_____ (Signature)

[redacted] (Address)

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

BY _____
CONTRACTING OFFICER, GSA