STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: NOV 3 0 2009 | LEASE No. GS-09B-02358

THIS LEASE, made and entered into this date between **MCMILLIN NTC 902, LLC**

whose address is: 2750 Womble Road,
San Diego, CA 92106

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:
16,579 rentable square feet (r.s.f.), yielding approximately 15,500 ANSI/BOMA Office Area square feet and related space located on the 1st Floor, and 2nd Floor at Liberty Station, 2305 Historic Decatur Road, San Diego, CA, 92102, together with ten (10) outside, onsite, secured, and reserved parking spaces, as depicted on the attached Parking Plan (Exhibit A) to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.

3. The Government shall pay the Lessor for years 1 through 5 annual rent of $594,191.36 at the rate of $49,515.95 per month in arrears and for years 6 through 10 annual rent of $424,422.40 at the rate of $35,368.53 per month in arrears.

Years	Shell Rate RSFPY (rentable square foot per year)	Services RSFPY	Tenant Improvements	Total Rent RSFPY	Total Monthly Rent	Total Annual Rent
1 - 5	$18.91	$6.69	$10.24	$35.84	$49,515.95	$594,191.36
6 - 10	$18.91	$6.69		$25.60	$35,368.53	$424,422.40

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

MCMILLAN NTC 902, LLC
2750 Womble Road,
San Diego, CA 92106

4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease 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 ten (10) outside, onsite, secured, and reserved parking space(s) as 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. 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. LCA02358 and its attachments.

   C. Adequate space for telecommunications antennae and transmission devises 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 LCA02358 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
   b) GSA Form 3517 (pages 1-33);
   c) GSA Form 3518 (pages 1-7);
   d) Sheet no. 1-2 containing Paragraphs 9-18;
   e) Parking Plan (Exhibit "A", Page 5);
   f) 1st Floor- First generation Blue-Line Plan (Exhibit "B", Page 6);
   g) 2nd Floor- First generation Blue-Line Plan (Exhibit "C", Page 7);
   h) Site Plan (Exhibit "D", Page 8).

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 18 have been added. The words "on or after the fifth (5th) year" has 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: MCMILLIN NTC 902, LLC

BY _____ SVP _____
(Signature) (Signature)

IN PRESENCE OF:

_____ _____
(Signature) (Address)

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

BY _____
CONTRACTING OFFICER, GSA