STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**
DATE OF LEASE:	LEASE No. GS-09B-02629 **APR 11 2011**

THIS LEASE, made and entered into this date between **Arden Realty Limited Partnership**

whose address is: 11601 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90025-0509

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 approximately 11,363 rentable square feet (rsf) of office and related space, consisting of approximately 10,082 ANSI/BOMA Office Area square feet and related space located on the 1st Floor at 9275 Sky park Court, San Diego, CA 92123, together with two (2) reserved, secured parking spaces and thirty (30) unreserved, secured parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. PARAGRAPH 2 IS INTENTIONALLY OMMITTED,

3. The Government shall pay the Lessor annual rent of $442,702.48 ($38.96 per rsf) at the rate of $36,861.87 per month in arrears for Years 1 – 5 of the Lease and $400,432.12 ($35.24 per rsf) at the rate of $33,369.34 per month in arrears for Years 6 - 10. Rent for a lesser period shall be prorated.

Years	Shell Rate RSFPY (rentable square foot per year)	TI Amortization	Services RSFPY	Total Rent RSFPY	Total Monthly Rent	Total Annual Rent
1-5	$24.00	$9.72	$5.24	$38.96	$36,861.87	$442,702.48
6-10	$30.00	$0.00	$5.24	$35.24	$33,369.34	$400,432.12

Rent payments shall be made payable to:

Arden Realty Limited Partnership
11601 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90025-0509

Prior to final occupancy and commencement of rent, Lessor shall sign up for electronic funds transfer.

4. The Government may terminate this lease in whole or in part effective after the fifth year of this lease by giving at least ninty (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 OMMITED

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

   A. The thirty-two (32) 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.

   C. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 02629, now referred to as LCA02629 and its attachments.

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 02629 (pages 1-46), now referred to as LCA02629 (all reference to SFO shall also refer to any Special Requirements and Amendments);
   b) [redacted] Special Requirements (pages 1-10);
   c) Amendment #1 (page 1);
   d) GSA Form 3517B (pages 1 - 33, REV 11/05);
   e) GSA Form 3518 (pages 1-7, REV 7/04);
   f) Sheet no. 1 containing Paragraphs 9-18 Attached To and Forming A Part of Lease No. GS-09B-02629;
   g) Sheet no. 2 containing Paragraph 19 Attached To and Forming A Part of Lease No. GS-09B-02629;
   h) Block Plan (Exhibit "A", page 1);
   i) Site Plan (Exhibit "B", page 1);

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 19 have been added.

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

LESSOR: **ARDEN REALTY LIMITED PARTNERSHIP**

BY _____ 2/14/11 _____ Joaquin de Monet
(Signature) (Signature) *President & CEO*

IN PRESENCE OF:

_____ [redacted]
(Signature) (Address)

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

BY _____
CONTRACTING OFFICER, GSA