

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

DATE OF LEASE: *6/27/2010*

LEASE No. GS-09B-02328

THIS LEASE, made and entered into this date between **Muller-Centerpoint LLC, a Delaware limited liability company**

whose address is: c/o The Muller Company
Attn: Jon Muller / Steve Muller
23521 Paseo de Valencia, Suite 200
Laguna Hills, CA 92653

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:
8,757 rentable square feet (r.s.f.), yielding approximately 8,262 ANSI/BOMA Office Area square feet and related space located on the second Floor (Suite 206) at the Centerpoint Plaza Building, 5901 Priestly Drive, Carlsbad, CA 92008, together with 20 onsite reserved parking spaces, as depicted on the attached Exhibit A, (Floor Plan) (the "Premises"), and Exhibit B (Site Plan), 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 annual rent as follows:
 - For months one (1) through thirty (30), annual rent of \$231,207.76 at the rate of \$19,267.31 per month in arrears.
 - For months thirty-one (31) through sixty (60), annual rent of \$262,712.76 at the rate of \$21,892.73 per month in arrears.
 - For months sixty-one (61) through one-hundred-twenty (120), annual rent of \$278,473.00 at the rate of \$23,206.08 per month in arrears.

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

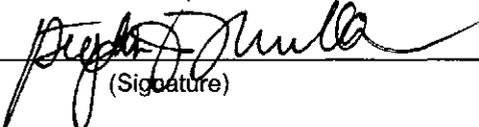
**MULLER-CENTERPOINT, LLC at File 74586
PO Box 60000
San Francisco, CA 94160**

4. The Government may terminate this lease in whole or in part effective any time on or after the fifth (5th) year firm term of this lease giving at least ninety (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

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 20 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. Rent is subject to adjustment in accordance with Paragraph 1.10, "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. GS-09B-02328 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 GS-09B-02328 (pages 1-38) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) Sheet numbers 1 – 2 containing Paragraphs 9 – 22;
 - c) Floor Plan ("The Premises") (Exhibit "A", page 1);
 - d) Site Plan (Exhibit "B", page 1);
 - e) Special Requirements entitled, [REDACTED] Carlsbad/North County Resident Agency" (pages 1-47)
 - f) GSA Form 3517 (pages 1-33);
 - g) GSA Form 3518 (1-7);
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 22 have been added. The words "on or after the fifth (5th) year firm term" 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: Muller-Centerpoint LLC, a Delaware limited liability company

BY  (Signature) _____ (Signature)

IN PRESENCE OF:

 (Signature) 23521 Paseo de Valencia #200 (Address) LAGUNA HILLS CA 92653

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

BY 
CONTRACTING OFFICER, GSA