

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: *October 26, 2010*

LEASE No. GS-09B-02514

THIS LEASE, made and entered into this date between **MULLER-CENTERPOINT LLC**

whose address is: 23521 Paseo de Valencia, Suite 200
Laguna Hills, CA 92653-3101

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:
5,199 rentable square feet (r.s.f.), yielding approximately 4,455 ANSI/BOMA Office Area square feet and related space located the 3rd Floor (Suite 304) of Centerpoint Plaza, 5901 Priestly, Carlsbad, CA 92008, as depicted on the attached floor plan of the 3rd Floor (Exhibit A) (the "Premises"), together with eleven (11) onsite secured, reserved, structured parking spaces, and eight (8) onsite surface parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The Lessor is providing square footage in excess of that required pursuant to paragraph 1.1 of Solicitation For Offers 9CA2948, attached hereto and made a part of the lease, in the amount of **498 RSF** and **427 ABOASF**. Said excess square footage is included as part of the total RSF and ABOASF and provided at no cost to the Government.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time on or after the five (5) year firm term 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 pursuant to Paragraph 1.8B of the SFO, parking spaces required by local code, for public and/or visitor use.
 - 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 3.3.A.2 of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3.A.1, "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. 9CA2260 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:

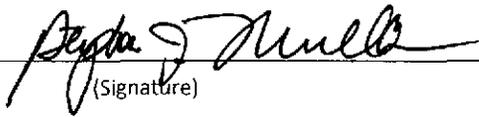
- a) Sheet No. 1-3 containing Paragraphs 9-21;
- b) The Solicitation For Offers Number 9CA2948 (pages 1-90) (all references to SFO shall also refer to any Special Requirements and Amendments);
- c) GSA Form 3517B (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) 3rd Floor Plan (Exhibit "A", page 1);

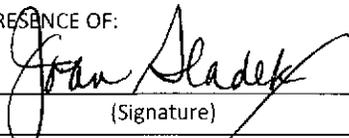
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 21 have been added. The words "on or after the four (4) year firm term 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: MULLER-CENTERPOINT LLC

BY  (Signature) _____ (Signature)

IN PRESENCE OF:  (Signature) _____ (Address) 

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

BY 
CONTRACTING OFFICER, GSA