

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

DATE OF LEASE: July 1, 2010

LEASE No. GS-09B-02633

THIS LEASE, made and entered into this date between **RHPO Partners, LLC**

whose address is: 201 California Street
Suite 1240
San Francisco, CA 94111

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:
33,006 rentable square feet (r.s.f.), yielding approximately 33,006 ANSI/BOMA Office Area square feet and related space located at the Embarcadero Postal Center, located at 390 Main Street, San Francisco, CA 94105, together with 8 parking spaces, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning July 1, 2010 through June 30, 2015 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$1,452,264.00 per annum (\$44.00 per rsf, comprised of \$37.94/rsf for shell and \$6.06/rsf for operating costs) at the rate of \$121,022.00 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**RHPO Partners, LLC
c/o Amerimar Main Street Management CO, LLC
210 West Rittenhouse Square, 19th Floor
Philadelphia, PA 19103**
4. The Government may terminate this lease in whole or in part effective any time after the third full year of this lease by giving at least 120 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 deleted

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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 parking spaces required by local code.

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 LCA02444 (pages 1-34) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) GSA Form 3517 (pages 1-2);
- c) GSA Form 3518 (pages 1-7);
- d) Sheet no. 1 containing Paragraphs 9-18

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

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 18 have been added.

The remainder of this page was intentionally left blank

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

LESSOR: RHPO Partners, LLC

BY

(Signature)

NORMAN BARNED

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA