

THIS LEASE is made and entered into between

WCOT Centrelake LLC

("the Lessor"), whose principal place of business is [ADDRESS], and whose interest in the Property described herein is that of Fee Owner, and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

3401 Centrelake Drive
Ontario, CA 91761-1201

and more fully described in Exhibit A, together with rights to the use of parking and other areas as set forth herein.

TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Signature of Daniel McKeeven]

Name: Daniel McKeeven

Title: Vice President

Date: May 31, 2011

FOR THE GOVERNMENT:

[Signature of Robert Austin]

Lease Contracting Officer

Date: 6/7/2011

WITNESSED BY:

[Signature of Hans Tasch]

Name: Hans Tasch

Title: Investment Analyst

Date: May 31, 2011

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES**

The Premises are described as follows:

Office and Related Space: 11,085 rentable square feet (RSF), yielding 9,414 square feet of office and related space (ABOA) (based upon a Common Area Factor of 17.75%), as depicted on the block plan(s) attached hereto as Exhibit B-1.

**1.02 EXPRESS APPURTENANT RIGHTS**

Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 13 parking spaces as depicted on the plan attached hereto as Exhibit B-2 of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 13 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and other areas at all times during the term of this Lease for the purposes of installation and maintenance of such devices.

**1.03 RENT AND OTHER CONSIDERATION**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

- For Months 1-7, free rent.
- For year 1, annual rent of \$124,152.00 at the rate of \$24,830.40 per month in arrears.
- For years 2-5 annual rent of \$297,964.80 at the rate of \$24,830.40 per month in arrears.
- For years 6-10 annual rent of 295,866.81 at the rate of \$24,655.57 per month in arrears.

	ANNUAL RENT	MONTHLY RENT	NON-FIRM TERM ANNUAL RENT	MONTHLY RENT
Building Shell Rent	\$108,522.15	\$9,043.51	\$205,745.76	\$17,145.48
Amortized Tenant Improvement Costs (Allowance)	\$99,321.60	\$8,276.80	\$0	\$0
Cost for 24-Hour HVAC in Designated Areas	\$25/hour	TBD	\$25/hour	TBD
Operating Costs	\$90,121.05	\$7,510.09	\$90,121.05	\$7,510.09
Total	297,964.80	\$24,830.40	295,866.81	\$24,655.57

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

**WCOT Centrelake LLC**  
**1800 East Imperial Highway, Suite 205**  
**Brea, CA 92821-6074**

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 9,414 ABOA sq.ft., based upon the ABOA per square foot rate set forth above.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Exhibit A created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.

**1.04 EARLY TERMINATION RIGHT**

The Government may terminate this Lease, in whole or in part, at any time after the firm term of this Lease by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.05 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	EXHIBIT
Floor Plan(s)	B-1
Special Requirements	C
GSA Form 3517B General Clauses	E
GSA Form 3518, Representations and Certifications	F

**1.06 TENANT IMPROVEMENT ALLOWANCE**

The Tenant Improvement Allowance for purposes of this Lease is **\$44.41** per ABOA sq.ft. The Tenant Improvement Allowance is the amount that the Lessor shall make available for the Government to be used for the Tenant Improvements. This amount has been amortized in the rent over the firm term of this Lease at an interest rate of **7.0%** per year.

**1.07 TENANT IMPROVEMENT FEE SCHEDULE**

For the purpose of pricing Tenant Improvement Costs as defined herein, the following rates shall apply for the initial build-out of the Space, and alterations of the Space subsequent to Acceptance

	INITIAL BUILD-OUT	POST-ACCEPTANCE ALTERATIONS
Architect/Engineer Fees (per ABOA sq.ft. or % of Construction Costs)		
Lessor's Project Management Fee (% of Construction Costs)		

**1.08 OPERATING COST BASE**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$9.57** per ABOA sq.ft.

**1.09 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES**

If the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$5.29** per ABOA sq.ft. of space vacated by the Government.

**1.10 OVERTIME HVAC RATES**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

**\$25.00** per Hour for the entire space.

**1.11 24-HOUR HVAC REQUIREMENT**

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24 hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at a rate of \$0 per ABOA sq.ft. of the area receiving the additional overtime HVAC.

**1.12 ADDITIONAL BUILDING IMPROVEMENTS.**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, Energy Efficiency) prior to acceptance of the Space: