

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **AUG 18 2010**

LEASE No. GS-09B-02180

THIS LEASE, made and entered into this date between **NUT TREE ROAD LLC**

whose address is: 1430 Leimert Blvd
Oakland, CA 94602-1806

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: The entire building consisting of approximately 11,014 rentable square feet (r.s.f.) with rent based on 9,700 (r.s.f.) and about 1,314 (r.s.f.) provided at no cost to the Government, yielding a minimum of 8,800 ANSI/BOMA Office Area square feet and related space located on the 1st & 2nd Floor at the 991 Nut Tree Road, Vacaville, CA, 95687-4165, together with fifteen (15) reserved secured parking spaces, as depicted on the attached (Exhibit A) (the "Premises"), 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 on _____ through _____, subject to termination and renewal rights as may be hereinafter set forth.

PARAGRAPH 2 IS INTENTIONALLY OMITTED; PLEASE REFER INSTEAD TO PARAGRAPH 9.

3. ~~The Government shall pay the Lessor annual rent of _____ at the rate of \$ _____ per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be payable to:~~

PARAGRAPH 3 IS INTENTIONALLY OMITTED; PLEASE REFER INSTEAD TO PARAGRAPH 10.

4. The Government may terminate this lease in whole or in part effective any time after the tenth (10) year 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. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~Provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

PARAGRAPH 5 IS INTENTIONALLY OMITTED

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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 1.1 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; provided that the Government shall make payments for lump sum items identified in Paragraph ___ of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "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. 7CA2184 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 8.14 entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers No. 7CA2184.

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 7CA2184 (pages 1-50) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-7);
- c) GSA Form 3517 (pages 1-33, Rev 11/05);
- d) GSA Form 3518 (pages 1-7, Rev 1/07);
- e) Sheets no. 1-5 containing Paragraphs 9-24;
- f) First generation Blue-Line Plan (Exhibit "A");
- g) Site Plan (Exhibit "B").

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 24 have been added.

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

LESSOR: NUT TREE ROAD LLC

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA:

GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

CONTRACTING OFFICER, GSA