

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 11-4-09

LEASE No. GS-09B-02380

THIS LEASE, made and entered into this date between: HNJ FARMS

whose address is: P.O. Box 4039
Davis, CA 95617-4039

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:
12,885 rentable square feet (r.s.f.), yielding approximately 11,514 ANSI/BOMA Office Area square feet and related space located on the 2nd Floor at 2880 Sunrise Boulevard, Rancho Cordova, CA, 95742-6102, together with 15 onsite surface parking spaces.
2. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) years term in accordance with the Paragraph entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth. Actual dates shall be established via Supplemental Lease Agreement for beneficial occupancy.
3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:
 - Years 1 through 5 (1-5) an annual rent of \$291,035.89 paid at the rate of \$24,252.99 per month in arrears and broken out as follows:

<u>Shell: (\$5.88/RSF)</u>	<u>Operating Costs: (\$6.70/RSF)</u>	<u>Tenant Improvements: (\$10.01/RSF)</u>	<u>Total Annual Rent: (\$22.59)</u>
\$75,763.80	\$86,329.50	\$128,942.59	\$291,035.89

- Years 6 through 10 (6-10) an annual rent of \$262,854.00 will paid at the rate of \$21,904.50 per month in arrears and broken out as follows:

<u>Shell: (\$13.70/RSF)</u>	<u>Operating Costs: (\$6.70/RSF)</u>	<u>Tenant Improvements: (\$0/RSF)</u>	<u>Total Annual Rent: (\$20.40)</u>
\$176,524.50	\$86,329.50	\$0	\$262,854.00

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

HNJ Farms
P.O. Box 4039
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4. The Government may terminate this lease in whole or in part effective at any time after the fifth year of this lease by giving at least 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 15 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 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.GS-09B-02380 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devises 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-02380 (pages 1-46) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) Special Requirements (Pages 1-8);
 - c) GSA Form 3517 (pages 1-33);
 - d) GSA Form 3518 (pages 1-7);
 - e) Sheet no. 1-3 containing Paragraphs 9-20;
 - f) First generation Blue-Line Plan (Exhibit "B", Page 1);
 - g) Site Plan (Exhibit "A", Page 1).
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 20 have been added.

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

LESSOR: **HNJ FARMS**

BY



(Signature)

(Signature)

IN PRESENCE OF:



(Signature)



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

BY



CONTRACTING OFFICER, GSA