

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-6.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: **MAR 04 2011**

LEASE No. **GS-09B-02671**

THIS LEASE, made and entered into this date between **K&G/Banderas I, LLC & K&G/Ocean Ranch, LLC**
whose address is: 24855 Del Prado
Dana Point, California 92629-2853

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:
7,991 rentable square feet (r.s.f.), yielding approximately 6,962 ANSI/BOMA Office Area square feet and related space located on the first floor at 3609 Ocean Ranch Blvd, Oceanside, California 92056-2699, together with zero (0) reserved parking spaces, all as depicted on the attached site plan (Exhibit A)(the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
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 at any time after the fifth (5th) year of this lease by giving at least one hundred twenty (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 OMITTED.*
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. 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. 9CA2464 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) The Solicitation For Offers Number 9CA2464 dated 3/23/2010 (pages 1-48)(all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-8);
- c) SFO Amendment #1 dated 1/20/2011 (page 1)
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheets no. 1-3 containing Paragraphs 9-22;
- g) Site Plan (Exhibit "A", 1 page).

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 22 have been added.

SEE SHEETS NUMBER 1-3 ATTACHED HERETO AND FORMING A PART OF THIS LEASE

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

LESSOR: **K&G/Banderas I, LLC & K&G/Ocean Ranch, LLC;**

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY

CONTRACTING OFFICER, GSA