

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE March 11, 2010	LEASE NO. GS-09B-02519
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THIS LEASE, made and entered into this date by and between ProLogis NA3 TRS II, LLC.

Whose address is 17284 W Commerce Way
Tracy, CA 95377-8639

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:

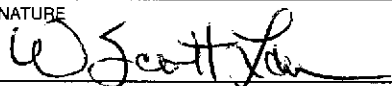
WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

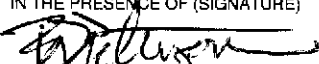
1. The Lessor hereby leases to the Government the following described premises:
 - * A total of 2,076 rentable square feet (RSF) of office and related warehouse space, which yields 2,076 ANSI/BOMA Office Area square feet (USF) of space at Redding Office Plaza, 11075 Black Marble Way, Redding, CA 96003-2912 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - * Included in the rent at no additional cost to the government are 17 on-site surface parking spaces for exclusive use of the Government employees and patrons.
 - * The common area factor for the leased premises occupied by the Government is established as 1.00 (see "Common Area Factor" paragraph of the lease).
 - * The leased premises occupied by the Government for real estate tax adjustments is established as 100.00% (see also "Percentage Occupancy" paragraph of the lease).
2. TO HAVE AND TO HOLD said Premises with their appurtenances for the term beginning on June 16, 2010 through June 15, 2020. The Government may terminate this lease in whole or in part at any time on or after June 15, 2015 by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Government shall pay the Lessor annual rent for years 1 – 5 of \$39,444.00 (\$19.00/RSF) at the rate of \$3,287.00 per month in arrears. See schedule of rent components for details of step rent beginning in year 6. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

ProLogis NA3 TRS II, LLC,
File 30927 P.O.Box 60000
San Francisco, CA 94160-0927
4. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9CA2765 dated 12/03/2009, as amended on 01/19/2010. (44 pages including amendment). Moreover, the Lessor shall provide and install 600 square feet


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

LESSOR

SIGNATURE 	NAME OF SIGNER W. Scott Larsen
ADDRESS 17284 W. Commerce Way, Tracy, CA 95377-8639	

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER BEN D. PETERSON
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UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Peter Shireyn
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

of carpet tile in two private offices located in the main office area, at no additional cost to the Government. The Government is responsible for the furniture coordination during the installation.

5. The following are attached and made a part hereof:
 - A. Standard Form 2, 5 pages (excluding attachments)
 - B. Schedule of Rent Components;
 - C. Solicitation for Offers 9CA2765 dated 12/03/2009, 44 pages including amendment;
 - D. GSA Form 3517A entitled GENERAL CLAUSES (Rev. 11/05), 2 pages;
 - E. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;
 - F. Site Plan, 1 page;
6. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$6.73 per RSF (\$13,971.48 per annum).
7. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$6.73 per USF for vacant space (rental reduction).
8. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$8.00 per hour for the entire Government leased premises.

In any event, no overtime HVAC will be charged for the normal building hours of 6 am to 5:30 pm, Monday through Friday.

9. TAX ADJUSTMENT (CALIFORNIA DEVIATION 10/98)

A. For the purpose of this Tax Adjustment clause:

1. The term "Base Year" shall mean the first Tax Year for which a Full Assessment of the completed project is in effect for the entire Tax Year.
2. The term "Base Year Taxes" means the Real Estate Taxes paid for the Base Year. If an Improvement (other than an Improvement which results in a change of Base Year) or a Change in Ownership occurring during the Base Year is not fully reflected in Real Estate Taxes for the entire Base Year, Base Year Taxes shall be adjusted as follows: Base Year Taxes shall be increased by the amount of additional Real Estate Taxes which would have been paid for the Base Year if the Improvement or Change in Ownership had been fully reflected in the Real Estate Taxes for the entire Base Year.
3. The term "Change in Ownership" has the same definition as in California Revenue and Taxation Code, Part 0.5, Chapter 2, as amended or replaced from time to time.
4. The term "Current Year Taxes" means Real Estate Taxes paid for each Tax Year following the Base Year, excluding increases in Real Estate Taxes (whether the increases result from increased rate and/or valuation) attributable to any Improvement or Change in Ownership which occurs or is completed after the Base Year.
5. The term "Full Assessment" means that the taxing jurisdiction has considered all contemplated Improvements to the assessed property in the valuation of the same. Partial assessments for New Construction will not be used for establishing the Base Year.
6. The term "Improvement" means any addition, alteration or improvement to real property, excluding however construction which (i) is performed by or at the request of the Government, (ii) is for the sole benefit of the Government, and (iii) is not required to make the property ready for occupancy by the Government in accordance with the terms of the lease or otherwise required by the lease.
7. The term "New Construction" has the same definition as in California Revenue and Taxation Code Section 70, as amended or replaced from time to time, which includes, without limitation, major rehabilitation and change in use.

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8. The term "Real Estate Taxes" means only ad valorem taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. "Real Estate Taxes" shall not include, without limitation, penalties for nonpayment or delay in payment, special assessments, business improvement district assessments, or any other present or future taxes or Governmental charges that are imposed upon Lessor or assessed against the Building and/or the land upon which the building is located.

9. The term "Tax Year" means the fiscal year used by the state of California for real estate taxes: July 1 through June 30.

B. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for Real Estate Taxes thereon, as well as all notices of a tax refund, deduction or credit, all tax bills and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in the Prompt Payment clause of this lease, GSAR 552.232-75) of the tax adjustment including the calculation thereof, for each Tax Year. Lessor warrants the accuracy and completeness of any invoices submitted. Notices which may affect valuation and notices of a tax refund, deduction or credit are due within ten (10) business days of receipt. All other documentation shall be submitted by June 15 of each Tax Year. Failure to submit the proper invoice and evidence of payment within such time frame shall be a waiver of the right to receive payment resulting from an increased tax adjustment under this clause.

C. The Government shall make a single annual lump sum payment to the Lessor for its share of any increase in Current Year Taxes during the lease term over Base Year Taxes, or receive a rental credit or lump sum payment for its share of any decreases in Current Year Taxes during the lease term below the Base Year Taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with paragraph (b).

1. In the event of an increase in Current Year Taxes over Base Year Taxes, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with all tax bills and evidence of payment to the Contracting Officer. The Government shall be responsible for payment of any tax increase over the Base Year Taxes only if the proper invoice and evidence of payment is submitted by the Lessor on or before June 15 of the current year. The due date for making payment shall be the thirtieth (30th) calendar day after receipt of evidence of payment and all other required documentation by the Contracting Officer or the end of the Tax Year, whichever is later. No increase will be paid, due, or owing unless all evidence of valuation and payment have been previously submitted to the Contracting Officer.

2. In the event of a decrease in Current Year Taxes from Base Year Taxes, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph (b) of this clause. The Government shall be entitled to and shall receive a credit for the prorata reduction in Real Estate Taxes, regardless of whether the Government has made a tax adjustment payment for that Tax Year. The Government's share of the credit will be determined in accordance with paragraph (d) of this clause and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the Lease (including but not limited to credits resulting from a decrease in Real Estate Taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a Tax Year of the Lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. Lessor shall remit to the Government any lump sum payment resulting from a tax refund within fifteen (15) calendar days after payment by the taxing authority to Lessor or Lessor's designee. Lessor shall remit any other lump sum payment to Government by June 15 of the Tax Year during which the lease year terminates. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and be compounded in thirty (30) day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.

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D. The Government shall pay its share of tax increases or receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex ("percentage of occupancy"). This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. If the lease terminates before the end of a Tax Year, payment for the tax increase due as a result of this Tax Adjustment clause for the Tax Year will be prorated based on the number of days the Government occupied the space.

E. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including but not limited to affirming the accuracy of the documents, executing documents required for any legal proceeding and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Lessor shall be entitled to deduct the reasonable costs of the appeal from any resulting savings before allocation of the savings in accordance with paragraph (d) of this clause.

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B. SCHEDULE OF RENT COMPONENTS

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$25,472.52	\$12.27	\$30,413.40	\$14.65
T.I Rental Rate	\$0.00	\$0.00	\$0.00	\$0.00
Operating Cost	\$13,971.48	\$6.73	\$13,971.48	\$6.73
Full Service Rate	\$39,444.00	\$19.00	\$44,384.88	\$21.38

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