

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 1/9/2012

LEASE No. GS-09B-02735

THIS LEASE, made and entered into this date between Central Coast Jet Center LLC

whose address is: 1211 Citation Court
Santa Maria, CA 93455-2805

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:
2,690 rentable square feet (r.s.f.), yielding approximately 2,690 ANSI/BOMA Office Area square feet and related space located on the 1st Floor at the [REDACTED] Dispatch Center, 3960 Mitchell Road, Santa Maria, CA 93455-2805 together with four (4) reserved secured onsite parking spaces and 14 unreserved onsite surface parking spaces, as depicted on the attached First generation Blue-Line Plan (Exhibit "A"), 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 August 1, 2012 through July 31, 2017 subject to termination and renewal rights AS MAY HEREINAFTER SET FORTH.
3. (Paragraph 3 has been deleted in its entirety)
4. The Government may terminate this lease in whole or in part effective any time after July 31, 2015 by giving at least 60 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 has been deleted in its entirety)

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 and parking spaces required by local code.
- B. (Subparagraph B has been deleted in its entirety)
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 3.14 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 9CA3040 (pages 1-51) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Attachment # 1, Special Requirements (pages 1-6);
- c) Attachment #2, Line of Sight Map (page 1)
- d) Attachment #3, Site Plan (page 1)
- e) Attachment #4, Floor Plan (page 1)
- f) Attachment #5, Finishes Guide (pages 1-3)
- g) GSA Form 3517B (pages 1-33);
- h) GSA Form 3518 (pages 1-7);
- i) Sheet no. 1 containing Paragraphs 9-16;
- j) First generation Blue-Line Plan (Exhibit "A");

8. The following changes were made in this lease prior to its execution:

Paragraphs 3 and 5, and 6B of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 16 have been added.

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

LESSOR: Central Coast Jet Center LLC

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

1211 Citation Ct Santa Maria CA 93455

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

BY

CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02735

9. The Government shall pay the Lessor annual rent as follows:

Rent Components: August 1, 2012—July 31, 2014		
Office Area	Rate (\$/RSF)	Annual
Building Shell Rent	\$ 17.94	\$ 48,264.00
Operating Costs	\$0.00	\$0.00
Tenant Improvements	\$0.00	\$0.00
Total =	\$ 17.94	\$ 48,264.00

Rent Components: August 1, 2014—July 31, 2015		
Office Area	Rate (\$/RSF)	Annual
Building Shell Rent	\$ 18.48	\$ 49,711.92
Operating Costs	\$0.00	\$0.00
Tenant Improvements	\$0.00	\$0.00
Total =	\$ 18.48	\$ 49,711.92

Rent Components: August 1, 2015—July 31, 2016		
Office Area	Rate (\$/RSF)	Annual
Building Shell Rent	\$ 19.03	\$ 51,203.28
Operating Costs	\$0.00	\$0.00
Tenant Improvements	\$0.00	\$0.00
Total =	\$ 19.03	\$ 51,203.28

Rent Components: August 1, 2016—July 31, 2017		
Office Area	Rate (\$/RSF)	Annual
Building Shell Rent	\$ 19.61	\$ 52,739.38
Operating Costs	\$0.00	\$0.00
Tenant Improvements	\$0.00	\$0.00
Total =	\$ 19.61	\$ 52,739.38

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

Central Coast Jet Center LLC
c/o Jim Kunkle
1211 Citation Court
Santa Maria, CA 93455-2805

10. The rental rate stated in Paragraph 9 does not include Operating Services. The Government shall be responsible for all costs and payment associated with providing the utilities and janitorial services.
11. **TENANT IMPROVEMENT ALLOWANCE:** With the exception of new carpet and paint, the space is accepted in "as is" condition and there is not tenant improvement allowance for reconfiguration or additional build out of the space. Additional payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place.
12. **OCCUPANCY REPORTS:**
 - A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
 - B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.
13. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.
14. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
15. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to

Initials: JK & GD
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02735

the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

16. The [REDACTED] PROTECTION REQUIREMENT specified in Solicitation No. 9CA3040 Paragraph 10.15, [REDACTED] [REDACTED] Protection Requirements (Nov 2005) (Building Shell)" shall hereby be waived.

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