

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: **SEP 28 2012**

LEASE NO. **GS-09B-03126**

THIS LEASE, made and entered into this date between **HAROLD AND CORLENE B. LAMBETH**

whose address is: [REDACTED]
[REDACTED]

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:
4,980 rentable square feet (RSF), yielding approximately 4,980 ANSI/BOMA Office Area square feet (ABOA) and related space located on the ground floor (Unit J) at the Trinity Plaza Shopping Center located at 1313 South Main Street, Weaverville, California 96093-9998, together with nine (9) onsite parking spaces as depicted on the attached Exhibits A and B (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 September 1, 2012 through August 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.
3. **INTENTIONALLY DELETED**
4. The Government may terminate this lease, in whole or in part, effective at any time on or after September 1, 2017 by giving at least ninety (90) calendar 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. **INTENTIONALLY DELETED**
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. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements, and other requirements as required by Solicitation For Offers No. OCA2878 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. Sheets no. 1-2 containing Paragraphs 9-28;
- B. The Solicitation For Offers Number OCA2878 (Pages 1-49)
(all references to SFO shall also refer to any Special Requirements and Amendments);
- C. Amendment Number 1 (Page 1);
- D. Amendment Number 2 (Page 1);
- E. GSA Form 3517 (Pages 1-33);
- F. GSA Form 3518, Representations and Certifications (Pages 1-7);
- G. Existing Floor Plan (EXHIBIT A)(1 page); and
- H. Overall Plot Plan (EXHIBIT B)(1 page).

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

Paragraphs 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraph 6.B was modified by deleting references to expenses and costs for construction and making the premises ready for occupancy in accordance with the lease and the Government approved Design Intent Drawings.

Paragraphs 9 through 28 were added on sheets 1 and 2 attached to and forming a part of the lease; however, paragraphs 9, 11, 16-20, 23, 24, 26, and 27 were deleted in their entirety.

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

LESSOR: **HAROLD AND CORLENE B. LAMBETH**

BY:

Harold B. Lambeth
(Signature)

Corlene B. Lambeth
(Signature)

IN PRESENCE OF

[Signature]
(Signature of Witness)

[Redacted Address]
(Address)

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

BY:

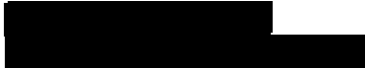
[Signature]
MERLIN E. NYGREN, LEASE CONTRACTING OFFICER

9. **INTENTIONALLY DELETED**

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

Term	Shell	Operating Costs	Building Security	Annual Rent	Monthly Rent
Years 1-5	\$114,540.00	\$42,877.80	\$2,938.20	\$160,356.00	\$13,363.00
Years 6-10	\$124,500.00	\$42,877.80	\$0.00	\$167,377.80	\$13,948.15

Rent for a lesser period shall be prorated. Rent shall be subject to the terms of the "Commission and Commission Credit" paragraph of this lease. Rent shall be paid through Electronic Funds Transfer to:
Harold and Corlene Lambeth

11. **INTENTIONALLY DELETED**

12. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.02, "Tax Adjustment," for purposes of tax escalation, the Government occupies 4,980/15,300 rentable square feet (32.55%).



13. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs," the base rate for purposes of operating cost escalation is established at \$42,877.80 (\$8.61 per rentable square foot per annum).

14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$3.75 per ABOA per annum for operating expenses.

15. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond the normal hours (as defined in Paragraph 4.5), at a rate of \$25.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to the GSA Building Manager or their designee to receive payment. Submit invoices to: General Services Administration (9P3PSFN), 650 Capitol Mall, Room 8100, Sacramento, CA 95814-4700.

16. **INTENTIONALLY DELETED**17. **INTENTIONALLY DELETED**18. **INTENTIONALLY DELETED**19. **INTENTIONALLY DELETED**20. **INTENTIONALLY DELETED**

21. **UNAUTHORIZED COSTS:** 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.

INITIALS:  & 
LESSOR GOV'T

22. **DEFINITIONS:** 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".

23. **INTENTIONALLY DELETED**

24. **INTENTIONALLY DELETED**

25. **COMMISSION AND COMMISSION CREDIT:**

CBRE, INC. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED] which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding Paragraph 10 of this lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment **\$13,363.00** minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

26. **INTENTIONALLY DELETED**

27. **INTENTIONALLY DELETED**

28. This lease succeeds lease number GS-09B-01157, the premises were accepted in an "as-is" condition, so there are no tenant improvements, and there are no areas requiring 24 hour HVAC.

INITIALS:  & 
LESSOR GOVT