

LEASE NO. GS-09P-LCA03176

Simplified Lease
GSA FORM L201A (October 2012)

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as listed in System for Account Management Registration)

SHANKLE-LAW, LIMITED LIABILITY COMPANY

(Lessor), whose principal place of business address is **2248 MERIDIAN BLVD, SUITE D, MINDEN, NV 89423** and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government"), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

9346 GALENA STREET, SUITE H, RIVERSIDE, CA 92509

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM AND RENTAL CONSIDERATION

1. The commencement date of this Lease, **estimated to be January 1, 2014**, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.
2. To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of **10 Years, 5 Years Firm**, through **estimated expiration date December 31, 2023** subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YRS 1-5)	NON FIRM TERM (YRS 6-10)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$31,859.67	\$36,935.07
TENANT IMPROVEMENTS RENT ²	\$ 4,366.16	\$0.00
OPERATING COSTS ³	\$ 8,858.88	\$ 8,858.88
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$45,084.71	\$45,793.95

¹Shell rent (Firm Term) calculation: Yrs 1-5, \$13.81 per RSF multiplied by 2,307 RSF; Yrs 6-10, \$16.01 per RSF multiplied by 2,307 RSF

²The Tenant Improvement Allowance of \$18,375.00 is amortized at a rate of 7.00 percent per annum over 5 years.

³Operating Costs rent calculation: \$3.84 per RSF multiplied by 2,307 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0.00 percent per annum over 0 years

⁵Parking costs described under sub-paragraph G below

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Albert R. Shankle
Title: Managing Member
Entity Name: Shankle-Law, Limited Liability Company

Date: _____

FOR THE GOVERNMENT:

James Valk
Lease Contracting Officer

General Services Administration, Public Buildings Service
300 N Los Angeles Street,, Suite 4100
Los Angeles, CA 90012

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described as follows:

A. Office and Related Space: **2,307** rentable square feet (RSF), yielding **2,296** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **First** floor(s) and known as Suite(s) **H**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.004790941** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **4** parking spaces of which **0** shall be structured/inside parking spaces, and **4** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Lease Term and Rental Consideration on Page 1 of this Lease and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described in this Lease and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Lease Term and Rental Consideration on Page 1 of this Lease, rights to parking areas will be deemed included in the rent.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2014)~~**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)**

The following documents are as attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floorplan	1	A
Agency Specific Requirements, Dated 01/31/2013	1	B
Security Requirements	3	C
Representations and Certifications (GSA Form 3518A)	7	D

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2014)~~**1.09 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be **\$3.84** per RSF (**\$8,858.88/annum**).

1.10 ~~ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012)~~

1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

1.12 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 0.00 per hour for the entire Space.