

This Lease is made and entered into between

BRIGGS GLENN LLC

(Lessor), whose principal place of business is 6690 EAST HAIGHT ROAD, LODI, CALIFORNIA 95240-9442, 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

**825 NORTH HUMBOLDT AVENUE
WILLOWS, CALIFORNIA 95988-4783**

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

To Have and To Hold the said Premises with its appurtenances for the term beginning on 04/01/2016 and continuing for a period of

Ten (10) Years

subject to termination and renewal rights as may be hereinafter set forth.

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 [REDACTED]	FOR THE GOVERNMENT [REDACTED]
NAME: <u>SHARON A BRIGGS</u>	NAME: <u>Eric Johnson</u>
TITLE: <u>OWNER/MANAGER</u>	TITLE: <u>LEASE CONTRACTING OFFICER</u>
ENTITY NAME: <u>BRIGGS GLENN LLC</u>	U.S. GENERAL SERVICES ADMINISTRATION
DATE: <u>6/16/16</u>	DATE: <u>6/26/16</u>

WITNESSED FOR THE LESSOR BY:

[REDACTED]

NAME: CRYSTAL NORTON

TITLE: PERSONAL ASSISTANT

DATE: 6/16/2016

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 (JUN 2012)

The Government has the right to accept the space "As Existing" pursuant to the terms and conditions of this paragraph. For purposes of the lease "As Existing" shall mean the following: All items referred to "As Existing" shall be those items that are in existence as of lease award in the configuration and the condition existing as of lease award (the "Existing Items") including, but not limited to, carpet, floor covering, wall covering, painted surfaces (except interior painting) and mechanical, electrical and plumbing systems. The Existing Items shall be in "good repair and tenantable condition" as of the lease commencement. Further, the Lessor shall maintain (or replace, if necessary) such Existing Items so that they remain in "good repair and tenantable condition" throughout the term of this lease. If replacement of Existing Items becomes necessary, such replacement shall be at the Lessor's sole cost and expense including but not limited to the security of the premises and the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty. The replacement must be no less than equal in quality and function to the Existing Items or shall meet the performance standards of this lease, at the discretion of the Lease Contracting Officer. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The addition of this paragraph in no way relieves the Lessor from maintenance of the Premises and all improvements as outlined in GSA Form 3517B.

The Premises are described as follows:

A. Office and Related Space: 26,635 rentable square feet (RSF), yielding 17,938 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space. The Space shall be located on the ground floor of the Building, as depicted on the floor plan(s) attached hereto as EXHIBIT B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 48.4837% (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 (SEP 2013)

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. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 144 parking spaces as depicted on the plan attached hereto as EXHIBIT C reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 144 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: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Year	Start	End	Annual Shell	Annual Opex	Total Year	Total Month
1	4/1/2016	3/31/2017	\$537,668.00	\$39,976.00	\$577,644.00	\$48,137.00
2	4/1/2017	3/31/2018	\$548,421.36	\$39,976.00	\$588,397.36	\$49,033.11
3	4/1/2018	3/31/2019	\$559,389.79	\$39,976.00	\$599,365.79	\$49,947.15
4	4/1/2019	3/31/2020	\$570,577.58	\$39,976.00	\$610,553.58	\$50,879.47
5	4/1/2020	3/31/2021	\$581,989.13	\$39,976.00	\$621,965.13	\$51,830.43
6	4/1/2021	3/31/2022	\$593,628.92	\$39,976.00	\$633,604.92	\$52,800.41
7	4/1/2022	3/31/2023	\$605,501.50	\$39,976.00	\$645,477.50	\$53,789.79
8	4/1/2023	3/31/2024	\$617,611.53	\$39,976.00	\$657,587.53	\$54,798.98
9	4/1/2024	3/31/2025	\$629,963.76	\$39,976.00	\$669,939.76	\$55,828.31
10	4/1/2025	3/31/2026	\$642,563.03	\$39,976.00	\$682,539.03	\$56,878.25

* 2.0% Annual escalation added to shell rental rate.

**Rates and rents may be rounded.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. Parking shall be included in the shell rent.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. 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.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$48,137.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$48,137.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 INTENTIONALLY DELETED

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

Document Name	No. of Pages	Exhibit
Legal Description of the Premises	1	A
Floor Plan(s): Office Building Floor Plan, Warehouse Building Floor Plan	2	B
Site Plan(s) with Parking Plan(s)	1	C
Security Requirements – Facility Security Level I	3	D
GSA Form 3517B, General Clauses	46	E
GSA Form 3518, Representations and Certifications	10	F
Site/ Office and Warehouse Building Improvements with Site Improvement Plan	8	G
SAM Registration – Sharon Briggs	3	H

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100% (percent). The Percentage of Occupancy is derived by dividing the total Government Space of 26,635 RSF by the total Building space of 26,635 RSF.

1.14 INTENTIONALLY DELETED

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$39,976.00 (or \$1.50/ RSF). The Government shall be responsible for all janitorial and utility costs associated with this lease; the Lessor shall be responsible for system maintenance and repair of all systems as well as lawn and landscaping maintenance. *Rate may be rounded.*

1.16 INTENTIONALLY DELETED

1.17 INTENTIONALLY DELETED

1.18 INTENTIONALLY DELETED

1.19 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements within 6 to 9 months of Lease Award:

A. Completion of turnkey tenant and shell improvements in accordance with EXHIBIT G.

1.20 INTENTIONALLY DELETED