

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

FEB 04 2010

LEASE No. GS-09B-02475

THIS LEASE, made and entered into this date between **CHAWIN PROPERTIES, LLC**

whose address is: 525 University Avenue
Suite 1400
Palo Alto, CA 94310-1910

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:
5,938 rentable square feet (r.s.f.), yielding approximately 5,164 ANSI/BOMA Office Area square feet and related space to be known as Block A located on the the 7th Floor – 1,640 rentable square feet and Block B located on the 6th Floor – 4,298 rentable square feet and at Museum Tower, 100 West Liberty, Reno, NV 89501-1962, together with five (5) onsite, structured, reserved parking spaces, as depicted on the attached Floor Plan (Exhibit A) (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 the day the space is accepted by the Government as complete and ready for occupancy through the ten (10 year) year, five (5) year firm term subject to termination and renewal rights as may be hereinafter set forth.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) year of this lease by giving at least 90 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 IS INTENTIONALLY OMITTED.

- 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 labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings; provided that unit cost adjustments shall be made in accordance with Paragraph 19 of the attachment sheets if the delivered quantities of items listed therein differ from quantities specified in this Lease. Rent is subject to adjustment in accordance with Paragraph 1.11, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 5NV0036 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) The Solicitation For Offers Number 5NV0036 (pages 1-42) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements, per SFO Section 10.0 (pages 1);
- c) Amendment Number 1 (pages 1-4), Amendment Number 2 (Pages 1-1); Amendment Number 3 (Pages 1-1);
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-3 containing Paragraphs 9-21;
- g) Exhibit "A" (Floor Plans of the 6th & 7th Floor Premises Floorplates), pages 2).

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. Paragraphs 9 through 21 have been added.

their names as of the date first above written.

(Signature)

(Address)

ADMINISTRATION, Public Buildings Service:

BY
CO

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

For months 1 through 60, annual rent of \$186,481.82 (\$31.40 per rentable square foot per year) at the rate of \$15,540.15 per month in arrears.

For months 61 through 120, annual rent of \$166,501.52 (\$28.04 per rentable square foot per year) at the rate of \$13,875.13 per month in arrears.

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

CHAWIN PROPERTY, INC.
c/o C. M. Capital Corporation
525 University Avenue, Suite 1400
Palo Alto, California 94301-1910
Attention: Real Estate Manager

10. The Lessor shall have 90 working days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
11. **OPERATING COST:** Pursuant to Paragraph 3.18, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$7.52 per rentable square foot per annum.
12. **OVERTIME USAGE:** Pursuant to Paragraph 7.3, "Overtime Usage", upon request by the Government, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours 8:00 a.m. – 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours"), at a rate of \$0.00 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.
13. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$0.00 per hour after "Normal Hours".
14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 3.10, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental rate will be reduced by that portion of the costs per ANSI/BOMA office area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
15. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 1.10, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance of \$214,285.34 shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 7% per year.
16. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
- The price proposal required to be provided by Lessor in SFO Paragraph 3.14 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 3.2, 1 through 10, entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
 - Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.
 - The construction schedule required in Paragraph 3.14 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 3.14, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
 - In addition to the submission requirements specified under Paragraph 3.14, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format 15 working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.



Initials:  & 
Lessor Government

21. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 9 of this Standard Form 2, 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 \$15,540.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

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