

LEASE NO. GS-09P-LNV03382

Warehouse Lease
GSA FORM L201WH (09/14)

This Lease is made and entered into between

Hidden Valley Tech Center LLC

(Lessor), whose principal place of business is 50 W. Liberty St, Suite 900, Reno NV 89501-1949, 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

1150 Financial Blvd, Suite 700, Reno, NV 89502-2347

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 upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm, effective November 1, 2015

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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:
Hidden Valley Tech Center LLC, a Delaware
limited liability company
By: Hidden Valley Tech LLC, a Delaware
Name: limited liability company
its: sole member
Title: By: [redacted] California
limited liability company, its manager
Entity Name: By: [redacted]
Date: 7/17/2015
SWS

FOR [redacted]
Name: [redacted]
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 8/14/15

WITNESSED FOR THE LESSOR BY:
[redacted]
Name: Kellie Markert
Title: Executive Assistant
Date: 7/28/15

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 (WAREHOUSE) (MAY 2014)

The Government accepts the space "As Existing" in its condition as of Lease Commencement 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, floorcovering, 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, Lessor shall maintain (or replace, if necessary) such Existing Items so that they remain in "good repair and tenantable condition" throughout the term 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. All work shall be performed after normal business hours as described elsewhere in the lease. The replacement must be no less than equal in quality and function to the Existing Items or shall meet the performance standards of the previous lease (Lease No. 57-91S8-01-S02, dated December 12, 2000). 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 Paragraph 12 of GSA Form 3517B.

The Premises are described as follows:

A. Warehouse and Related Space: 2,400 rentable square feet yielding 2,400 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space known as Suite 700, 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 1.00 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 (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) 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. Intentionally Deleted
- B. Intentionally Deleted
- C. Intentionally Deleted
- D. Intentionally Deleted
- E. 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 INTENTIONALLY DELETED

1.04 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

1.06 RENT AND OTHER CONSIDERATION (MAY 2014)

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

	YEAR 1	YEARS 2 - 5	YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$19,584.00	\$21,072.00	\$24,072.00
OPERATING COSTS ²	\$ 3,456.00	\$ 3,456.00	\$3,456.00
TOTAL ANNUAL RENT	\$23,040.00	\$24,528.00	\$27,528.00

¹Shell rent calculation:

(Year 1) \$8.16 per RSF multiplied by 2,400 RSF
 (Years 2 - 5) \$8.78 per RSF multiplied by 2,400 RSF
 (Years 6 - 10) 10.03 per RSF multiplied by 2,400 RSF

²Operating Costs rent calculation: \$1.44 per RSF multiplied by 2,400 RSF. (Operating Costs are defined elsewhere herein)

In instances where the Lessor amortizes either the TIA or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs, beyond the Firm Term.

B. Intentionally Deleted.

C. 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 the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer—Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. The 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 herein 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. Intentionally Deleted.

1.07 INTENTIONALLY DELETED

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective 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.

1.09 INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SITE PLAN(S)	1	A
AGENCY SPECIAL REQUIREMENTS	N/A	N/A
SECURITY REQUIREMENTS	8	B
GSA FORM 3517B GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	D

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 INTENTIONALLY DELETED

1.16 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 0.0185 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 2,400 RSF by the total Building space of 129,730 RSF.

1.17 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$110,517.00. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.18 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 \$1.44 per RSF (\$3,456.00/annum).

1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.00 per ABOA SF of Space vacated by the Government.

1.20 INTENTIONALLY DELETED

1.21 INTENTIONALLY DELETED

1.22 INTENTIONALLY DELETED

1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 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.