

DATE OF LEASE: June 8, 2009

LEASE No. GS-09B-02323

THIS LEASE, made and entered into this date between: Brookside March Office Investments, LLC

whose address is: 3255 W. March Lane
Stockton, CA 95219

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:
7,767 rentable square feet (RSF), yielding approximately 6,430 ANSI/BOMA Office Area square feet and related space located on the second floor at the Grube Building located at 3255 W. March Lane, Stockton, CA 95219, together with five (5) onsite covered, reserved surface and nine (9) onsite surface, unreserved parking spaces, as depicted on the attached Floor Plan (Exhibit "A") (the "Office Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective at any time after the seventh (7th) year of this lease by giving at least sixty (60) 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 14 parking spaces 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 final construction drawings. 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. 5CA0535 and its attachments.
 - C. Adequate space for telecommunications antenna 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. 1-3 containing Paragraphs 9-25;
 - b) Floor Plan "Office Premises" (Exhibit "A")
 - c) SFO Amendment Number 1 (1 page)
 - d) The Solicitation For Offers (SFO) Number 5CA0535 (pages 1-44)
 - e) [REDACTED] - Office Space Requirements Package, Volume 8 (50 Pages)
 - f) GSA Form 3517 dated 11/05 (pages 1-33);
 - g) GSA Form 3518 dated 1/07 (pages 1-7);

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

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 25 have been added.

Rent checks shall be payable to:
Brookside March Office Investments, LLC
3255 W. March Lane
Stockton, CA 95219

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

LESSOR: Brookside March Office Investments, LLC

BY [Signature]

IN PRESENCE OF:

[Signature]
(Signature)



(Address)

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

BY [Signature]
CONTRACTING OFFICER, GSA