

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: 3/11/2010

LEASE No. **GS-09B-02388**

THIS LEASE, made and entered into this date between

JACKSON II, LLC

whose address is:

**5665 POWER INN ROAD, SUITE 140
SACRAMENTO, CA 95824**

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:
3,195 rentable square feet (r.s.f.), yielding approximately 2,777 ANSI/BOMA Office Area square feet and related space located at the LAGUNA POINTE OFFICE, 9245 LAGUNA SPRINGS DRIVE, ELK GROVE, CA 95758-7987 together with three (3) reserved onsite surface parking spaces to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. The actual floor and suite number to be occupied by the Government will be established by Supplemental Lease Agreement No. 1 for Beneficial Occupancy.
2. **TO HAVE AND TO HOLD** the said Premises with their appurtenances for the term beginning on acceptance of the space by the Government and continuing through the following ten (10) years in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth. The actual dates will be established by a Supplemental Lease Agreement upon delivery of the space and the Government's acceptance for beneficial occupancy.
3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:
 - Years 1 through 5 (1-5), annual rent will be \$126,138.60 at the rate of \$10,511.55 per month in arrears.
 - Years 6 through 10 (6-10), annual rent will be \$91,632.60 at the rate of \$7,636.05 per month in arrears. The rent breakdown is as follows:

	Years 1 - 5		Years 6-10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$78,980.40	\$24.72	\$78,980.40	\$24.72
T.I Rental Rate	\$34,506.00	\$10.80	\$0.00	\$0.00
Operating Cost	\$12,652.20	\$3.96	\$12,652.20	\$3.96
Full Service Rate	\$126,138.60	\$39.48	\$91,632.60	\$28.68

The actual rent will be established by a Supplemental Lease Agreement upon delivery of the space and the Government's acceptance of beneficial occupancy. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

**JACKSON II, LLC
5665 POWER INN ROAD, SUITE 140
SACRAMENTO, CA 95824**

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. As of January 1, 1999, all rental payments MUST be made by Electronic Funds Deposit

4. The Government may terminate this lease in whole or in part effective any time after the sixth year of this lease giving at least 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 4 IS INTENTIONALLY OMITED.
6. PARAGRAPH 5 IS INTENTIONALLY OMITED.
7. 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. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the Solicitation For Offers (SFO) No. 9CA2459 dated 7/24/2009. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the SFO and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 8.14 entitled, "Telecommunications: Local Exchange Access," of the SFO.

8. 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:

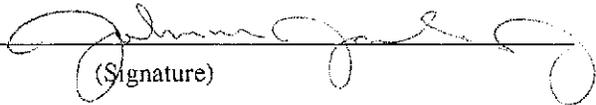
- a) The Solicitation For Offers (SFO) No. 9CA2459 (pages 1-43) dated 7/24/2009 (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) GSA Form 3517A (pages 1-2);
- c) GSA Form 3518 (pages 1-7);
- d) Sheet No. 1-3 containing Paragraphs 9-27;

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

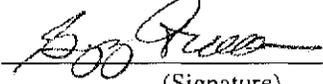
Paragraphs 4 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 27 have been added.

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

LESSOR: JACKSON II, LLC

BY  (Signature) _____ (Signature)

IN PRESENCE OF:

 (Signature) _____ 5665 Power Inn Rd Ste 140 (Address)

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

BY 
REGINA L. NICKERSON, CONTRACTING OFFICER, GSA