

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

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

DATE OF LEASE: 2/16/2010

LEASE No. GS-09B-02407

THIS LEASE, made and entered into this date between: MP HOLDINGS, LLC

whose address is: 3140 PEACEKEEPER WAY
MCCLELLAN, CA 95652

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:
14,958 rentable square feet (r.s.f.), yielding approximately 14,958 ANSI/BOMA Office Area square feet and related space located in Building 781 at 4601 Lang Avenue, McClellan, CA 95652-2508 together with 3 onsite surface parking spaces, 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 October 1, 2010 through September 30, 2020 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:
 - Years 1 through 5 (1-5) an annual rent of \$84,363.12 paid at the rate of \$7,030.26 per month in arrears and years 6 through 10 (6-10) an annual rent of \$91,542.96 paid at the rate of \$7,628.58 per month in arrears and broken out as follows:

	Years 1 - 5		Years 6-10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$74,790.00	\$5.00	\$81,969.84	\$5.48
T.I Rental Rate	\$0	\$0	\$0.00	\$0.00
Operating Cost	\$9,573.12	\$0.64	\$9,573.12	\$0.64
Full Service Rate	\$84,363.12	\$5.64	\$91,542.96	\$6.12

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

**MP HOLDINGS LLC
3140 PEACEKEEPER WAY
MCCLELLAN, CA 95652**

4. The Government may terminate this lease in whole or in part effective any time after the fifth year of this lease 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 cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-09B-02407 and its attachments.

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) Standard form 2 (pages 1-2);
- b) Sheet no. 1-2 containing Paragraphs 9-15;
- c) GSA Form 3626 (pages 1-2);
- d) Short Form Lease Amendments (pages 1-12);
- e) GSA Form 3517A (pages 1-2);
- f) GSA Form 3518A (pages 1-4);
- g) Special requirements (pages 1-2);
- h) First generation Blue-Line Plan (Exhibit "A", page 1);

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

Paragraphs 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 15 have been added.

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

LESSOR: **MP HOLDINGS LLC**

BY _____

[Handwritten Signature]
(Signature)

Larry D. Kelley
NAME OF SIGNER

IN PRESENCE OF:

Debbie Anderson
(Signature)

Debbie Anderson
NAME OF SIGNER

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

BY _____

Regina Nickerson
CONTRACTING OFFICER, GSA

Regina Nickerson
NAME OF SIGNER