

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

DATE OF LEASE August 13, 2010 LEASE NO. GS-09B-02631

THIS LEASE, made and entered into this date by and between **Bella Terra Plaza LLC**,

Whose address is 201 Wilshire Boulevard, Suite A28  
Santa Monica, CA 90401-1209

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:
  - \* A total of 8,778 rentable square feet (RSF) of office and related space, which yields 8,514 ANSI/BOMA Office Area square feet (USF) of space at Bella Terra Plaza, 1110 W. Kettleman Lane, Suite 102, Lodi, CA 95240-6031 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
  - \* Included in the rent at no additional cost to the government are 48 on-site surface parking spaces and 2 reserved on-site surface visitor parking spaces for exclusive use of the Government employees and patrons.
  - \* The common area factor for the leased premises occupied by the Government is established as 1.031007752 (see "Common Area Factor" paragraph of the lease).
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 15 years (10 years firm) beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
3. The Government shall pay the Lessor annual rent for years 1 – 5 of \$155,985.06 (\$17.77/RSF - \$18.32/USF) at the rate of \$12,998.76 per month in arrears. See schedule of rent components below for details of step rent beginning in year 6. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Bella Terra Plaza LLC,  
201 Wilshire Boulevard, Suite A28  
Santa Monica, CA 90401-1209

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

**LESSOR**

SIGNATURE  NAME OF SIGNER SHAOUL J. LEVY

ADDRESS 201 Wilshire Blvd. Ste. A28, Santa Monica, CA 90401

IN THE PRESENCE OF (SIGNATURE)  NAME OF SIGNER VIRGINIA C. ENRIQUEZ

**UNITED STATES OF AMERICA**

SIGNATURE  NAME OF SIGNER PETER SHTEYN  
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

SCHEDULE OF RENT COMPONENTS:

	Years 1 - 5		Years 6 - 10		Years 11 - 15	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$49,672.46 (K) (L)	\$5.66	\$65,472.86 (K) (L)	\$7.46	\$81,284.28	\$9.26
T.I Rental Rate*	\$40,126.48	\$4.57	\$40,126.48	\$4.57	\$0.00	\$0.00
Operating Cost	\$66,186.12	\$7.54	\$66,186.12	\$7.54	\$66,186.12	\$7.54
<b>Full Service Rate</b>	<b>\$155,985.06</b>	<b>\$17.77</b>	<b>\$171,785.46</b>	<b>\$19.57</b>	<b>\$147,470.4</b>	<b>\$16.80</b>

\*The Tenant Improvements Allowance is amortized at a rate of 0% per annum for 10 years.

4. The Government may terminate this lease in whole or in part effective at any time on or after 120 months by giving at least 60 days' notice in writing to the Lessor, and 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:  
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 0CA2190.
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. Rent is subject to adjustment in accordance with Paragraph 3.3, "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. 0CA2190 dated 05/05/2010 (68 pages), 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 Solicitation for Offers.
7. The following are attached and made a part hereof:
  - A. Standard Form 2, 4 pages (excluding attachments)
  - B. Solicitation for Offers 0CA2190 dated 05/05/2010, 68 pages;
  - C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), 2 pages;
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;
  - E. Exhibit A – "Summary of Architectural and Space Upgrades to Present an Appealing A Class Office Space," 7 pages;
  - F. Exhibit B – "Floor Plan Identifying Government-Leased Space," 1 page;
  - G. Exhibit C – "Site Plan," 1 page;
8. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$401,264.82 (8,514 USF x \$47.13) are amortized through the rent for 10 years at the rate of 0.00%. The amortized costs of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

INITIALS: AL & PS  
LESSOR & GOV'T



