

**LEASE NO. GS-09B-02943**

Standard Lease  
GSA FORM L201C (August 2011)

This Lease is made and entered into between

**Cucamonga Building No. 1**

("the Lessor"), whose principal place of business is 1401 Avocado Avenue, Suite 901, Newport Beach, CA 92660-7785 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**1310 South Cucamonga Ave.  
Ontario, CA 91761-4607**

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.

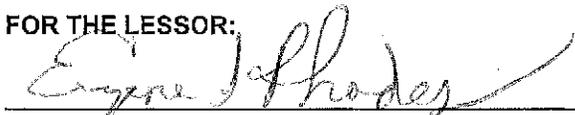
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**20 Years, 5 Years Firm,**

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

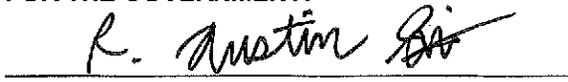
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**



Name: Eugene S. Rhodes  
Title: Manager, Marjorie S. Rhodes, LLC,  
Date: 2/21/12 *its general partner*

**FOR THE GOVERNMENT:**



Name: R. Austin Smith  
Lease Contracting Officer  
Date: 2/24/2012

**WITNESSED BY:**



Name: SUSAN E. RHODES MATISHEVIC  
Title: MANAGER, MARJORIE S. RHODES, LLC,  
Date: 2/21/12 *its general partner*

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**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES**

The Premises are described as follows:

Office and Related Space: 102,168 rentable square feet (RSF), yielding 102,168 ANSI/BOMA Office Area (ABOA) square feet of warehouse and office and related space (based upon a Common Area Factor of 0%, located on the first floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 44 parking spaces as depicted on the plan attached hereto as Exhibit A of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 44 shall be surface parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION**

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

	YEARS 1 - 5	YEARS 6 - 10	YEARS 11 - 15	YEARS 16 - 20
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENTAL RATE	\$346,424.00	\$388,238.40	\$427,062.24	\$469,972.80
TENANT IMPROVEMENTS RENTAL RATE*	\$0	\$0	\$0	\$0
OPERATING COSTS*	\$106,690.00	\$106,690.00	\$106,690.00	\$106,690.00
FULL SERVICE RATE	\$453,114.00	\$494,928.40	\$533,752.24	\$576,662.80

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

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 102,168 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. 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 in "Paragraph 1.01 THE PREMISES" created herein;
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
4. 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.

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G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$0 per parking space per month (Surface).

**1.04 TERMINATION RIGHT**

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 180 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.

**1.05 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
AGENCY SPECIFIC REQUIREMENTS		B
GSA FORM 3517B GENERAL CLAUSES		C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		D

**1.06 TENANT IMPROVEMENT ALLOWANCE**

The Tenant Improvement Allowance for purposes of this Lease is \$0 per ABOA sq. ft.

**1.07 PERCENTAGE OF OCCUPANCY**

As of the Lease Award Date, the Government's Percentage of Occupancy is 100 percent.

**1.08 OPERATING COST BASE**

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$1.04 per rentable sq. ft.

**1.09 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 \$0.61 per ABOA sq. ft. of space vacated by the Government.

**1.10 HOURLY OVERTIME HVAC RATES**

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$0 per hour for the entire space.

**1.11 24-HOUR HVAC REQUIREMENT (APR 2011)**

The Hourly Overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0 per ABOA sq. ft. of the area receiving the 24-hour HVAC.

**1.12 ADDITIONAL BUILDING IMPROVEMENTS**

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. One (1) Men's and one (1) Women's showers installed in restrooms.
- B. New clear skylights installed in the warehouse space.
- C. Upgrade lighting in warehouse to energy efficient T5 lighting
- D. Add white reflective paint to the warehouse walls to improve night time lighting.