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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: February 10, 2009 | LEASE No. GS-09B-02298

THIS LEASE, made and entered into this date between Vanir Tower Building, Inc.

whose address is: Vanir Tower, City Hall Plaza
San Bernardino, CA 92401-1703

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:
4,600 rentable square feet (r.s.f.), yielding approximately 4,071 ANSI/BOMA Office Area square feet and related space located on the 8th Floor at Vanir Tower, City Hall Plaza, San Bernardino, CA 92401-1703, as depicted on the attached (Exhibit "A"), together with four (4) reserved, structured parking spaces, 36 surface parking spaces, as well as those required by local code in the adjacent parking structure,. The "Premises" are 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 at any time effective after the third year of the lease by giving at least 60 (sixty) 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 four (4) reserved, structured and 36 surface 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; provided that the Government shall make payments . Rent is subject to adjustment in accordance with Paragraph 1.10, "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. 8CA2724 and its attachments.
   C. Adequate space for telecommunications antennae and transmission devises 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) The Solicitation For Offers Number 8CA2724 (Pages 1-56) (all references to SFO shall also include any Special Requirements)
b) SFO Amendment No. 1 dated September 26, 2008;
c) GSA Form 3517B (Pages 1-33);
d) GSA Form 3518 (Pages 1-7);
e) Sheets No. 1-3 containing Paragraphs 9-24
f) First generation Blue-Line Plan, Exhibit "A"
g) Floor Plan "Office" (Exhibit "B")
h) Parking Plan (Exhibit "C")

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 24 have been added.

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

LESSOR **Vanir Tower Building Inc.**

BY Diane C. Dominguez
(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

[redacted]
(Address)

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

BY
CONTRACTING OFFICER, GSA

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EXCEPTION TO SF2 APPROVED