STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE: April 12, 2010 | LEASE No. **GS-09B-02387**

THIS LEASE, made and entered into this date between

LEAD HILL ASSOCIATES, LLC

whose address is:

10933 TRADE CENTER DRIVE, SUITE 106
RANCHO CORDOVA, CA 95670

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:

   3,446 rentable square feet (RSF), yielding 3,056 ANSI/BOMA Office Area square feet and related space located on the Second (2nd) Floor, SUITE 225, of the SOUTH PLACER BUSINESS PARK located at 1380 LEAD HILL BOULEVARD, ROSEVILLE, CA 95661 together with five (5) reserved onsite surface parking spaces, as depicted on Exhibit "A" 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 acceptance of the space by the Government and continuing through 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:

   A. **Years 1 through 5 (1-5), annual rent will be $114,476.12 at the rate of $9,539.68 per month in arrears.**

   B. **Years 6 throught 10 (6-10), annual rent will be $82,704.00 at the rate of $6,892.00 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	$53,654.22	$15.57	$59,857.02	$17.37
T.I Rental Rate	$37,974.92	$11.02	$0.00	$0.00
Operating Cost	$22,846.98	$6.63	$22,846.98	$6.63
Full Service Rate	**$114,476.12**	**$33.22**	**$82,704.00**	**$24.00**

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:

LEAD HILL ASSOCIATES, LLC
10933 TRADE CENTER DRIVE, SUITE 106
RANCHO CORDOVA, CA 95670

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 by 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 5 IS INTENTIONALLY OMITED.

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 Solicitation For Offers (SFO). All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2462 and its attachments.
   C. Adequate space for telecommunications antennae and transmission devices 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 No. 9CA2462 (pages 1-47) (all references to SFO shall also refer to any Special Requirements and Amendments);
   b) SFO Amendment No. 1 (pages 1-4)
   c) GSA Form 3517 (pages 1-2);
   d) GSA Form 3518 (pages 1-7);
   e) Sheet No. 1-2 containing Paragraphs 9-21;
   f) Exhibit "A"

8. The following changes were made in this lease prior to its execution:
   Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 21 have been added.

9. The space shall be constructed, altered, and ready for occupancy in accordance with the SFO No. 9CA2462 dated 07/24/2009 within 180 calendar days from receipt of the Government's Notice to Proceed. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor. Lessor waives any restoration in connection with the work. Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the lessor under this lease.

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

LESSOR: **LEAD HILL ASSOCIATES, LLC**

BY Richard Nelson (Name) — Richard Nelson (Signature)

(Name) — (Signature)

IN PRESENCE OF:

Jill Nelson (Name) — Jill Nelson (Signature)

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

BY Regina L. Nickerson

REGINA L. NICKERSON, CONTRACTING OFFICER, GSA