

**DUPLICATE
ORIGINAL**

LEASE NO. GS-09P-LCA00264

Global Lease
GSA FORM L100 (10/2016)

This Lease is made and entered into between

MP Holdings, LLC

(Lessor), whose principal place of business is 3140 Peacekeeper Way, McClellan, CA 95652, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(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:

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

**McClellan Park Building #360
5000 Bailey Loop
McClellan, CA 95652**

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 be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **MAY 7, 2017** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

██████████ Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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:

FOR THE GOVERNMENT

Name: Larry D. Kelly
Title: Pres.
Entity Name: MP Holdings LLC
Date: 5/23/17

Name: Patricia Collins
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 6/6/17

WITNESSED FOR THE LESSOR BY:

Name: Debbie Anderson
Title: Executive Assistant, Legal Department
Date: 5/23/17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-09P-LCA00264

LESSOR: f GOVERNMENT: h

GSA FORM L100 (10/16)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

The Government accepts the space "As Existing" (as such term is defined in this Paragraph 1.01) in its condition as of Lease Commencement pursuant to the terms and conditions of this paragraph. For purposes of the lease, "As Existing" shall mean the following: All items referred to "As Existing" shall be those items that are in existence as of lease award in the configuration and the condition existing as of lease award (the "Existing Items") including, but not limited to, carpet, floorcovering, wall covering, painted surfaces (except interior painting) and mechanical, electrical and plumbing systems. The Existing Items shall be in "good repair and tenantable condition" as of the lease commencement. Further, Lessor shall maintain (or replace, if necessary) such Existing Items so that they remain in "good repair and tenantable condition" throughout the term this lease. If replacement of Existing Items becomes necessary, such replacement shall be at the Lessor's sole cost and expense including but not limited to the security of the premises and the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty. All work shall be performed after normal business hours as described elsewhere in the lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The addition of this paragraph in no way relieves the Lessor from maintenance of the Premises and all improvements as outlined in Paragraph 12 of GSA Form 3517B.

A. Office and Related Space: 73,094 rentable square feet (RSF), yielding 73,094 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor and known as Building #360, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 0 percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses, if applicable.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 73 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 73 shall be surface/outside 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. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

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

| | ANNUAL SHELL RATE | ANNUAL OPERATING RATE | TOTAL ANNUAL RENT |
|------------|-------------------|-----------------------|-------------------|
| YEAR ONE | \$287,000.00 | \$25,000.00 | \$312,000.00 |
| YEAR TWO | \$295,610.00 | \$25,750.00 | \$321,360.00 |
| YEAR THREE | \$304,478.30 | \$26,522.50 | \$331,000.80 |
| YEAR FOUR | \$313,612.65 | \$27,318.18 | \$340,930.82 |
| YEAR FIVE | \$323,021.03 | \$28,137.72 | \$351,158.75 |
| YEAR SIX | \$332,711.66 | \$28,981.85 | \$361,693.51 |
| YEAR SEVEN | \$342,693.01 | \$29,851.31 | \$372,544.32 |
| YEAR EIGHT | \$352,973.80 | \$30,746.85 | \$383,720.65 |
| YEAR NINE | \$363,563.01 | \$31,669.25 | \$395,232.27 |
| YEAR TEN | \$374,469.90 | \$32,619.33 | \$407,089.23 |

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 73,094 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

E. 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 herein in the paragraph entitled "The Premises."

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 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.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN(S) | | A |
| PARKING PLAN(S) | | B |
| GSA FORM 3517B GENERAL CLAUSES | | C |
| GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY) | | D |

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