

LEASE NO. GS-09P-LCA03307

Streamlined Lease
GSA FORM L201B (September 2013)

This Lease is made and entered into between

United Security Bank

(Lessor), whose principal place of business is 2126 Inyo Street, Fresno, CA 93721-2611 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

733 L Street, Fresno, CA 93721-2904

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 Premises with their appurtenances for the term beginning on March 1, 2015 ("Lease Commencement") and continuing through February 28, 2025

subject to termination and renewal rights as may be hereinafter set forth.

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

Name: Mr. Ken Donahue

Title: Executive Vice President / Chief Administrative Officer / Assistant Secretary

Entity Name: United Security Bank

Date: 2/23/15

FOR THE GOVERNMENT

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 2/25/14

WITNESSED FOR THE LESSOR BY:

Name: Donna Miller

Title: VP/Controller

Date: 2/23/15

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 10,362 rentable square feet (RSF), yielding 9,623 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the First (Ground) Floor as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 7.7 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the 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: Eleven (11) fenced parking spaces accessible by automatic gate as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government. Five (5) of these spaces shall be able to accommodate oversized vans, and one (1) additional space shall be ABAAS-compliant. 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 (SEP 2013)

A. Upon Lease Commencement and continuing until substantial completion of the Work, the Government shall pay all shell rent and operating costs in arrears as shown below.

	FIRM TERM YEARS 1 - 5		NON-FIRM TERM YEARS 6 - 10	
	RATE PER RSF (ROUNDED)	ANNUAL RENT	RATE PER RSF (ROUNDED)	ANNUAL RENT
SHELL RENT ¹	\$28.89	\$299,450.11	\$25.93	268,686.66
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$6.40	\$66,298.08	\$6.40	\$66,298.08
TOTAL ANNUAL RENT ⁴	\$35.30	\$365,746.19	\$32.33	\$334,982.74

Shell rent calculation:

(Firm Term) \$28.8987 per RSF multiplied by 10,362 RSF
(Non-Firm Term) \$25.93 per RSF multiplied by 10,362 RSF

²The Tenant Improvement Allowance of \$499,254.71 shall be amortized at a rate of 0 percent per annum over in accordance with Paragraph 4.10 herein.

³Operating Costs rent calculation: \$6.398 per RSF, multiplied by 10,362 RSF

⁴Total Firm Term Annual Rent calculation: \$35.296870 per RSP multiplied by 10,362 RSF; Total Non-Firm Term Annual Rent calculation: \$32.3280 per RSP multiplied by 10,362 RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. The Government currently occupies the Premises and shall have the right to continue to occupy the Premises and conduct business operations, including during Lessor's completion of any building shell and tenant improvement work ("the Work"). The Government will accept the Premises in its then-current "as-is" condition upon Lease commencement. All of the terms and conditions of this lease shall apply, including, without limitation, the Government's obligation to pay to Lessor all sums and charges required to be paid by the Government under this lease. During the period March 1, 2015 until substantial completion of the Work, the Government shall pay all shell rent and operating costs applicable to the premises,

but no rent shall be paid with respect to the amortization of tenant improvements, which improvements shall be designed and installed after award in accordance with Section 4 of this Lease. Rent for tenant improvements, if any, shall commence upon acceptance of the Work and shall be amortized in accordance with Paragraph 1.08 of this Lease and shall be more specifically set forth in a Lease amendment upon substantial completion and acceptance of the Work by the Government. The Government's acceptance of the Work shall be considered the Government's acceptance of the Space as stated elsewhere in the lease. The Government acknowledges and agrees that Lessor's Work will be installed and constructed by Lessor in the premises during Government's occupancy, and the completion of such Lessor's Work therein shall not affect the Government's obligation to pay shell rent and operating expenses, and to perform all of the Government's covenants and obligations under the Lease. The Lessor and Lessor's construction team shall be responsible for coordinating with the Government to ensure that Government operations can continue during normal work hours throughout the construction program, including temporary relocation of Government's personnel and equipment if required to gain access for construction (the "Affected Area"), and the return of said personnel and equipment to the Affected Area after completion of the Work. Lessor shall ensure that equipment relocated from and returned to the Affected Area shall be operational. The Lessor and Lessor's construction team shall be responsible for ensuring all pertinent life-safety issues are considered and addressed in advance. The Government hereby expressly grants Lessor access to any and all of the premises to perform Lessor's Work and agrees to not interfere, and to not allow any of the Government's agents, employees or contractors to interfere, with Lessor and its contractors, representatives and consultants in the performance of Lessor's Work.

Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 10,362 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both Payee and Lessor must be registered in SAM.

F. 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 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 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Carpenter/Robbins Commercial Real Estate, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Carpenter/Robbins Commercial Real Estate, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$30,478.85 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1stth Month's Rent.*

Month 2 Rental Payment of \$30,478.85 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (AUG 2011)

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 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 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	EXHIBIT	NO. OF PAGES
PREMISES - FLOOR PLAN	A	1
PARKING PLAN	B	2
SECURITY REQUIREMENTS FOR LEVEL II	C	6
GSA FORM 3517B GENERAL CLAUSES	D	47
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	E	10

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$51.8814 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount may be amortized in the rent over the 10-year term, or a lesser term of this Lease, if applicable, at an annual interest rate of 0% (percent). This Tenant Improvement Allowance shall remain available for the Government's use in the Premises (to make tenant improvements and security improvements) until a further Lease Amendment has been executed memorializing substantial completion and acceptance of the Work as per Paragraph 4.10 herein.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
Architect/Engineer Fees (\$ per ABOA SF)	\$1.01/ABOA SF
Lessor's Project Management Fee (% of TI Construction Costs)	0%

1.11 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL (SEP-2012) INTENTIONALLY DELETED~~

1.12 ~~BUILDING-SPECIFIC-AMORTIZED-CAPITAL-RENTAL-ADJUSTMENT (SEP-2013) INTENTIONALLY DELETED~~

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 38.40% of the building and 22.00% of the Parking Area. The Percentage of Occupancy is derived by dividing the total Government Space of 10,362 RSF by the total Building space of 26,985 RSF plus the total Government Parking of 11 spaces by the total Parking Area of 50 spaces..

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$19,731.00, consisting of \$18,420.00 for the building and \$1,311.00 for the Parking Area. Tax adjustments shall not occur until the tax year following Lease commencement has passed.

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.40 per RSF (\$66,296.08/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the 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 \$4.60 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

There shall be no charge for HVAC overtime use for the ten (10) year term.

1.18 24-HOUR HVAC REQUIREMENT (APR 2011)

There shall be no charge for HVAC for areas requiring heating and cooling 24 hours per day for the ten (10) year term.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional shell Building improvements to achieve the standards of this Lease.

- A. Install Generator
- B. Upgrade HVAC to the standards of this Lease
- C. Upgrade lighting to the standards of this Lease
- D. Upgrade plumbing to the standard of this Lease

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.