LEASE NO. GS-09P-LCA03012

This Lease is made and entered into between

Salinas Airport Business Center

(Lessor), whose principal place of business is 295 Main Street, Suite 500, Satinas, California 93901, 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

744 La Guardia

Satinas, California 93905-3358

and more fully described in Section 1 and Exhibit A-1, 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 upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 05 Years 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 Wilness 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.

Neme: Title: Owner / Managing Partner Title: Lease Contracting Officer Entity Name: Salinas Airport Business Center General Services Administration, Public Buildings Service Date: 4/18-2014 Date: 4-24-2014	
Title: Owner / Managing Partner Title: Lease Contracting Officer Entity Name: Salinas Airport Business Center General Services Administration, Public Buildings Service	
Entity Name: Salinas Airport Business Center General Services Administration, Public Buildings Service	
Date: 4/18-2014 Date: 4-24-2014	
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WITNESSED FOR THE LESSOR BY-	÷
Nan	
Title: Manager Date: 4/8-2014 The Information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.	by the

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GSA FORM L201C (09/13)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. <u>Office and Related Space</u>: 7,829 rentable square feet (RSF), yielding 7,553 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1th floor(and known as Suite A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1.
- Common Area Factor. The Common Area Factor (CAF) is established as 1.036541771 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.

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:

Parking: 53 parking spaces as depicted on the plan attached hereto as Exhibit A-2, reserved for the exclusive use of the Government, of which 20 shall be gated parking spaces, and 33 shall be designated surfece/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. Please see Section 7 "Additional Terms and Conditions" for further requirement.

RENT AND OTHER CONSIDERATION (SEP 2013) 1.03

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

	FIRM TERM	Non FIRM TERM	
	ANNUAL RENT	ANNUAL RENT	
Shell Rent ¹	\$125,264,00 41	\$132,936,42	
TEMANT [MPROVEMENTS RENT ³	\$82,583.74	\$0.00	
OPERATING COSTS ³	\$ 24,583.06	\$ 39,458.16	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$0.00	
PARKING ⁵	\$ 0.00	\$ 0.00	
TOTAL ANNUAL RENT	\$232,430.50	\$172,394.58	

Shell rent calcutation:

(Firm Term) \$16.00 per RSF multiplied by 7,829 RSF (Non Firm Term) \$16.96 per RSF multiplied by 7,829 RSF

The Teranil improvement Allowance of \$47.13 is amortized at a rate of 6 percent per annum over 5 years.

*Operating Costs rent calculation: \$3.14 per RSF multiplied by 7,829 RSF (Firm Term) \$3.14 per RSF multiplied by 7,829 RSF (Non Firm Term) \$5.04 per RSF multiplied by 7,829 RSF

Boarding Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rete of 6 percent per annum over 0 years

Parking costs described under sub-paragraph Hibelow

- Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,829 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- 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.
- 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 Payer designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payer is different from the Lessor, both payee and Lessor must be registered in SAM.

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- F. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
 - The teasehold 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 INTENTIONALLY OMITTED

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 60 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 reptal shall accrue after the effective date of termination.

1.06 INTENTIONALLY OMITTED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	Ехнівіт
FLOOR PLAN(S)	1	A-1
PARKING PLAN(S)	1	A-2
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	9	В
SECURITY REQUIREMENTS	2	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	11	<u> </u>
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	1	F

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$47.13 per ABOA SF. The TIA is the amount that the Leasor shall make available for the Government to be used for Tis. This amount is amounted in the rent over the Firm Term of this Lease at an annual interest rate of 6 percent. The Lessor has agreed to a TI concession of \$70,000.00 to be used prior to the use of the Government Amortized funds.

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 tump 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;
 - Pay tump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 - 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 or % of TI Construction Costs)			20%

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LESSOR'S PROJECT N	MANAGEMENT P	EE (% OF T)	CONSTRUCT	DON COSTS)

0%

- 1.11 INTENTIONALLY OMITTED
- 1.12 INTENTIONALLY OMITTED
- 1.13 PERCENTAGE OF OCCUPANCY (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy is 9 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 7,829 RSF by the total Building space of 86,988.88 RSF.

- 1.14 INTENTIONALLY OMITTED
- 1.15 OPERATING COST BASE (SEP 2013)

The Lessor's base rate for operating costs shall be \$3.14 per RSF (\$24,583.06/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 \$3,14 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:"

\$ 0.00 per hour for the entire Space.

1.18 24-HÖUR 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 healing 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 \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

A. The Lessor must adhere the building to the seismic standards set forth in "Seismic Form C" (Exhibit F) 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.

LESSOR: (L. GOVERNMENT: V.)