

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: November 16, 2009 LEASE No. GS-09B-02395

THIS LEASE, made and entered into this date between **Virgil Traynor and Jacqueline Traynor, Trustees of the 1992 Traynor Revocable Trust**

whose address is: [REDACTED]

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:
7,291 rentable square feet (r.s.f.), yielding approximately 7,291 ANSI/BOMA Office Area square feet and related space located at . 11885 Edgewood Road, Auburn, California, together with two (2) onsite, outside, secured, reserved, surface parking spaces 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 effective any time after the tenth (10th) year of this lease giving at least sixty (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 omitted.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. The two (2) parking space(s) described in Paragraph 1 and twenty-two (22) parkings spaces as 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; provided that the Government shall make payments for lump sum items identified in Paragraph 3.3 of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3, "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. 8CA3120 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 Number 8CA3120(pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements (pages 1-36);
- c) Amendment Number 1 (pages 1-3), Amendment Number 2 (Pages 1-2), Amendment Number 3 (Pages 1-2)
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1- containing Paragraphs 9-17;
- g) Sheet no. 2- containing Paragraphs 18-22;
- h) Exhibit "A" to GS-09B-02395;

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. Paragraph 9-22 has been added.

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

LESSOR: **Virgil Traynor and Jacqueline Traynor, Trustees of the 1992 Traynor Revocable Trust**

BY Virgil Traynor Jacqueline Traynor
 (Signature) (Signature)

IN PRESENCE OF:

Greg Traynor 
 (Signature)

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

BY [Signature]
 CONTRACTING OFFICER, GSA

SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02395

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following fifteen (15) years term in accordance with the Paragraph entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth.

10. The Government shall pay the Lessor annual rent as follows:

For months one (1) through one hundred twenty (120); annual rent of \$164,047.50 at the rate of \$13,670.63 per month in arrears.

For months one hundred twenty-one(121) through one hundred eighty (180); annual rent of \$142,174.50 at the rate of \$11,847.88 per month in arrears.

- Rent for a lesser period shall be prorated. Rent shall be payable to:

Virgil Traynor & Jacqueline Traynor



11. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.3, "Tax Adjustment," for purposes of tax escalation, the Government occupies 7,291/9,523 rentable square feet (76.56%).

12. **OPERATING COST:** Pursuant to Paragraph 4.4, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$5.70 per rentable square foot per annum.

13. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.5. "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$5.70 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.4, "Operating Costs."

14. **OVERTIME USAGE:** Pursuant to Paragraph 4.7, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 6:00 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$12.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at 650 Capitol Mall, Suite 8-100, Sacramento, California, 95814, to receive payment.

15. **24 HOUR ROOMS:** The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day as specified by the Lease. The charges for heating and cooling of these areas shall be provided at the rate of \$10.00 per 14 ANSI/BOMA square foot after "Normal Hours".

16. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2. "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the ten (10) year firm term of the lease agreement at an interest rate (amortization rate) of 5% per year.

17. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**

A. Budget and Price Proposals for Tenant Improvements

(1) In accordance with Paragraph entitled 5.13, "Construction Schedule of Tenant Improvements" of the Solicitation For Offers, Lessor shall submit to the Government a budget proposal with the Government Approved Design Intent Drawings which shall meet the requirements of the Lease Agreement. The cost estimate must be submitted in Construction Specification Institute (CSI) Format.

(2) Paragraph 5.13, "Construction Schedule of Tenant Improvements" of the SFO is hereby amended so that the price proposal referenced therein shall be a price proposal based on the Tenant Improvements and associated work shown on the Working Drawings/Construction Drawings. Lessor shall submit the price proposal together with the Working Drawings/Construction Drawings.

B. Failure to submit these budget and price proposals referenced above will constitute Lessor delay. In the event that either the budget proposal or price proposal exceeds the Tenant Improvement Allowance specified in the Lease, then the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.

C. The construction schedule required in Paragraph 5.13, "Construction Schedule of Tenant Improvements" of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working

Initials:  & 
Lessor & Government

