

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

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

DATE OF LEASE:

**FEB 28 2011**

LEASE No. GS-09B-02522

THIS LEASE, made and entered into this date between MEF Realty, LLC,

whose address is: 23521 Paseo de Valencia, Suite 200  
Laguna Hills, CA 92653-3101

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:

9,813 rentable square feet (r.s.f.), yielding 9,435 ANSIBOMA Office Area square feet and related space located on the 1<sup>st</sup> floor of 2000 Outlet Center Drive, Oxnard, California, 93036-0607, together with two (2) reserved, surface parking spaces, as depicted on the attached Exhibit A, ("the "Premises") to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. 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 fifteen (15) year, ten (10) year firm term, subject to termination rights as may be hereinafter set forth.

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

Months	Shell Rate (r.s.f. per year)	Itemized, Security Related Shell Costs (r.s.f. per year)	Annual Base Year Service Cost (r.s.f. per year)	Annual Amortized T.L.'s (r.s.f. per year)	Annual Total Rent (r.s.f. per year)	Total Monthly Rent	Total Annual Rent
1 - 120	\$23.72	\$0.00	\$4.90	\$6.42	\$35.04	\$28,653.96	\$ 343,847.52
121 - 180	\$37.10	\$0.00	\$4.90*	\$0.00	\$42.00	\$34,345.50	\$ 412,146.00

The Government shall pay rent monthly, in arrears. Rent for a lesser period will be prorated. The cost for the two (2) parking spaces referenced in Paragraph 1 of this SF-2 are included in the Shell Rent.

**Rent checks shall be payable to:**

MEF Realty, LLC  
23521 Paseo de Valencia, Suite 200  
Laguna Hills, CA 92653-3101

4. The Government may terminate this lease, in whole or in part, effective any time after the tenth (10) year of this lease by giving at least one hundred twenty (120) 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) reserved parking spaces described in Paragraph 1 and thirty-seven (37) unreserved 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 final construction drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All costs associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA3020 and its attachments.
  - C. Adequate space for telecommunications antennae in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

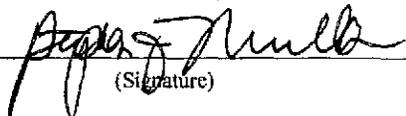
All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number 9CA3020 dated 04/20/10 (54 pages);
- b) SFO Amendment Number 1, 1 page;
- c) [REDACTED] - Special Space Requirements, pages 1-36, dated 12/02/09;
- d) GSA Form 3517B - dated November, 2005 (33 pages);
- e) GSA Form 3518 - dated January 2007 (7 pages);
- f) Sheet numbers 1 - 2 containing Paragraphs 9 - 26 Attached To and Forming A Part of Lease No. GS-09B-02522;
- g) Exhibit A - Floorplan of the space under lease, "The Premises" and Site Plan (2 pages).

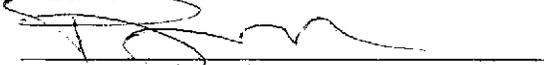
8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 25 have been added.

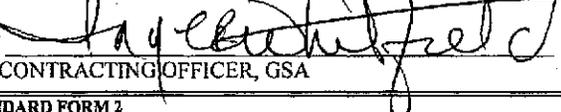
LESSOR: MEF REALTY, LLC

BY  (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF:

 (Signature) 23521 Paseo de Valencia, Ste 200  
(Address) Laguna Hills, CA 92653

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

BY   
CONTRACTING OFFICER, GSA

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02522:

9. Paragraph Number 9 is intentionally omitted.
10. Paragraph Number 10 is intentionally omitted.
11. The Lessor shall have eighty (80) working days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor.
12. **TAX ADJUSTMENT:** Pursuant to Paragraph 4.2, "Tax Adjustment," for purposes of tax escalation, the Government occupies 9,813/ 158,819 rentable square feet (6.179 %).
13. **OPERATING COST:** Pursuant to Paragraph 4.3, "Operating Costs", the base rate for purposes of operating cost escalation for years 1 through 10 of the lease term is established at \$ 4.90 per rentable square foot per annum. The Operating Expenses will be held firm, without escalation, for the 10 year firm term of the Lease. The base rate shall be adjusted at the beginning of the eleventh (11<sup>th</sup>) year to equal 103% of the Operating Costs incurred during the ninth (9<sup>th</sup>) year (The actual operating cost of Year 9 plus 3%) of the Lease. The Lessor shall submit a revised Form 1217 at least six months prior to the end of the tenth (10<sup>th</sup>) year of the lease term, along with appropriate records substantiating the costs. Upon review and approval by the Government, the new base rate shall be established by Supplemental Lease Agreement to be effective beginning the first day of the eleventh (11<sup>th</sup>) year of the lease term. The Operating Expenses will be held firm, without escalation, from the eleventh (11<sup>th</sup>) year to the fifteenth (15<sup>th</sup>) year of the lease term.
14. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating, in whole, prior to lease expiration, the rental will be reduced by \$2.00 per rentable square foot. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.3, "Operating Costs."
15. **OVERTIME USAGE:** Pursuant to Paragraph 4.6, "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, at an hourly rate of \$35.00 per hour. These rates shall apply for the entire lease term. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours.
16. **24 HOURS ROOMS/COMPUTER ROOMS:** The Government may install the HVAC unit as part of its Tenant Improvements. The Lessor will operate and maintain the unit, including electrical consumption, at [REDACTED] additional charge to the Government.
17. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance has been established by Paragraph 3.2 of Solicitation For Offers (SFO) Number 9CA3020, "Tenant Improvements Included in Offer" to be \$432,798.17 (\$45.871560/USF). The Tenant Improvement Allowance shall be amortized over the 10 year firm term of the lease agreement at an interest rate (amortization rate) of 8.0% per year.
18. **BUDGET AND PRICE PROPOSALS/CONSTRUCTION SCHEDULE:**
  - A. If Lessor is preparing the Design Intent Drawings, then Lessor shall submit to the Government a budget proposal together with the Design Intent Drawings in accordance with SFO Paragraph 5.10 (B), "Design Intent Drawings." The budget proposal must be submitted in Construction Specification Institute (CSI) Format.
  - B. The price proposal required to be provided by Lessor in SFO Paragraph 5.10 (E), "Tenant Improvements Price Proposal," must be based upon the results of a competitive proposal process meeting all of the requirements of SFO Paragraph 5.2, B (1) through (9), entitled, "Tenant Improvements Pricing Requirements." The Government has the right, but not the obligation, to accept cost or pricing data as described in GSA Form 3517 in lieu of a competitive price proposal.
  - C. 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.
  - D. The construction schedule required in Paragraph 5.10 (F), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised design intent drawings and Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
  - E. In addition to the submission requirements specified under Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format twenty (20) working days prior to "Substantial Completion". The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.
19. **ACCEPTANCE OF SPACE:**
  - A. The following is added to Paragraph 5.10 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
  - B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
  - C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

Lessor  Government 

20. OCCUPANCY REPORTS:

- A. Building Systems: As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: As part of its obligations under SFO, Paragraph 8.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

21. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.

22. Wherever, the words "Offeror," "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises."

23. WAIVER OF RESTORATION: The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

24. COMMISSION AND COMMISSION CREDIT:

The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO #9CA3020, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

First Month's Rental Payment \$28,653.96 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;

Second Month's Rental Payment \$28,653.96 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent;

Third Month's Rental Payment \$28,653.96 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$28,653.96 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent;

25. TENANT IMPROVEMENT FEE SCHEDULE:

In accordance with SFO Paragraph 3.2 B, the following project development fees will be allowed in amounts not to exceed as specified below for Tenant Improvements and changer orders during the initial construction.

- A. General Conditions: [redacted] (b)(4)
- B. General Contractor's fee: [redacted] (b)(4)
- C. Lessor's Project Management fee: [redacted] (b)(4)
- D. Architectural/Engineering Fees owed by the Government shall not exceed : [redacted] (b)(4)

Lessor *[Signature]* Government *[Signature]*