

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

9/24/10

LEASE No. GS-09B-02588

THIS LEASE, made and entered into this date between IV Ventures II

whose address is: 40911 Lake View Drive
Indio, CA 92203-3007

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:
11,853 rentable square feet (r.s.f.), yielding approximately 11,853 ANSI/BOMA Office Area square feet and related space located on the First Floor of the building commonly known as 2437 Enterprise Trail, Imperial, CA 92251-4005, together with seventeen (17) surface and ten (10) onsite reserved 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. 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 fifth (5th) year of this Lease giving at least ninety (90) 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.

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

- A. The parking space(s) described in Paragraph 1 and 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 cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2356 and its attachments.
- C. Adequate space for telecommunications antennas 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 9CA2356 (pages 1-53) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements: "TENANT OFFICE SPACE REQUIREMENTS PACKAGE, VOLUME 8B", 42 pages.
- c) Amendment Number 1 (1 Page)
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1-3 containing Paragraphs 9-26;
- g) Site and Building Plans (Exhibit "A", pages 1-2).

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. Paragraphs 9 through 26 have been added.

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

LESSOR: **IV Ventures II**

BY _____

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

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

BY _____

CONTRACTING OFFICER, GSA