

LEASE NO. GS-04B-LMS60035

Succeeding/Superseding Lease
GSA FORM L202 (September 2013)

This Lease is made and entered into between Golden State Bank

(Lessor), whose principal place of business is 1080 W. Foothill Blvd. Upland, CA 91786, 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 1319 26th Avenue, Gulfport, MS 39501-1616 and more fully described in Section 1 and Exhibit F, 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 September 1, 2014, and ending August 31, 2019 and continuing for a period of 10 Years, 5 Years Firm, 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.

*2024
Rep*

FOR THE LESSOR:

Golden State

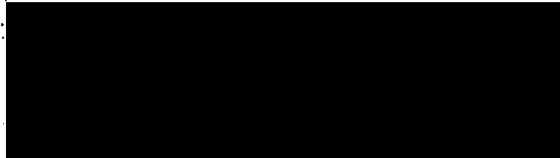
Name:

Ken Shenn

Title: Senior Vice President

Date:

9/3/14



Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

9/8/14

WITNESSED FOR THE LESSOR BY:

Name:

Title:

VICE PRESIDENT

Date:

9/3/14

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.

F. 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.

G. 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 therein to meet the requirements of this Lease.

H. Intentionally Deleted

I.04. INTENTIONALLY DELETED

I.05. TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the First Term of this Lease, by providing notice, from 120 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.

I.06. RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

| | | |
|-------------------|--|--------------------|
| | OPTION TERM, YEARS - [REDACTED] | |
| | ANNUAL RENT | ANNUAL RATE PER SF |
| SHELL RENTAL RATE | [REDACTED] | [REDACTED] |
| OPERATING COSTS | OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS. | |

provided notice is given to the Lessor at least 120 days before the end of the original Lease term, all other terms and conditions of this Lease, as such may have been amended, shall continue to full force and effect during any renewal term.

I.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 | EXHIBIT |
|---|--------------|---------|
| FLOOR PLAN(S) | 1 | G |
| SECURITY REQUIREMENTS LEVEL 2 | 8 | C |
| GSA FORM 3517B GENERAL CLAIMS | 47 | A |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 10 | B |
| FORMIC FORM D | 1 | D |
| GSA FORM 1217 | 1 | F |
| PRELEASE FIRE PROTECTION GSA FORM 12000 | 2 | E |

I.08. INTENTIONALLY DELETED

I.09. INTENTIONALLY DELETED

I.10. 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 35 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 5,292 RSF by the total Building space of 20,208 RSF.

I.11. INTENTIONALLY DELETED

LESSOR: h GOVERNMENT Raj

1.12 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 \$4.11 per RSF (\$37,203.72/annum).

1.13 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 \$2.50 per ABOA SF of Space vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$13.00 per hour for the entire Space.

1.15 INTENTIONALLY DELETED

1.16 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements prior to acceptance of the Space:

- A. Paint all surfaces; color to be selected by the Government.
- B. Replace all carpet; color to be selected by the Government.
- C. Clean all windows interior and exterior.
- D. Insure HVAC meets lease requirements.

LESSOR: [Signature] GOVERNMENT: [Signature]