

# LEASE NO. GS-09B-02942

Succeeding/Superseding Lease  
GSA FORM L202 (6/12)

**INSTRUCTIONS TO OFFERORS:** Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

## AEROLEASE LONG BEACH

(Lessor), whose principal place of business is 3333 E. Spring Street, Long Beach, CA 90806, 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

**3333 E. Spring Street, Long Beach, CA 90806**

and more fully described in Section 1 and Exhibit A, 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 January 1, 2013 and continuing through December 31, 2023, 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 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.

## FOR THE LESSOR:

Name: Curt Castagna

Title: President/CEO

Date: 8/21/12

## FOR THE GOVERNMENT:

Veronica Gonzalez

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 10/11/12

## WITNESSED FOR THE LESSOR BY:

Name: Rachel Daniel

Title: Administrator

Date: 8/21/12

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.

LESSOR  GOVERNMENT: 

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>5</b>
1.01	THE PREMISES (SUCCEEDING) (JUN 2012)	5
1.02	EXPRESS APPURTENANT RIGHTS (JUN 2012)	5
1.03	RENT AND OTHER CONSIDERATION (JUN 2012)	5
1.04	INTENTIONALLY DELETED	6
1.05	TERMINATION RIGHTS (AUG 2011)	6
1.06	INTENTIONALLY DELETED	6
1.07	DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	6
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)	6
1.09	PERCENTAGE OF OCCUPANCY (JUN 2012)	6
1.10	INTENTIONALLY DELETED	6
1.11	OPERATING COST BASE (AUG 2011)	6
1.12	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	6
1.13	HOURLY OVERTIME HVAC RATES (AUG 2011)	6
1.14	INTENTIONALLY DELETED	6
1.15	INTENTIONALLY DELETED	6
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS AND STANDARDS</b>	<b>7</b>
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	7
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	7
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	8
2.04	WAIVER OF RESTORATION (APR 2011)	8
2.05	INTENTIONALLY DELETED	8
2.06	CHANGE OF OWNERSHIP (JUN 2012)	8
2.07	INTENTIONALLY DELETED	8
2.08	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	8
2.09	INTENTIONALLY DELETED	9
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>10</b>
3.01	WORK PERFORMANCE (JUN 2012)	10
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	10
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	10
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	10
3.05	CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)	10
3.06	BUILDING SHELL REQUIREMENTS (JUN 2012)	11
3.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	11
3.08	QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	11
3.09	VESTIBULES (SUCCEEDING) (APR 2011)	11
3.10	MEANS OF EGRESS (JUN 2012)	11
3.11	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)	12
3.12	FIRE ALARM SYSTEM (JUN 2012)	12
3.13	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	12
3.14	ELEVATORS (JUN 2012)	12
3.15	INTENTIONALLY DELETED	13
3.16	DEMOLITION (JUN 2012)	13
3.17	ACCESSIBILITY (FEB 2007)	13
3.18	CEILINGS (JUN 2012)	13
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	13
3.20	DOORS: IDENTIFICATION (APR 2011)	14
3.21	WINDOWS (SUCCEEDING) (SEPT 2011)	14
3.22	PARTITIONS: GENERAL (APR 2011)	14
3.23	PARTITIONS: PERMANENT (JUN 2012)	14
3.24	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	14
3.25	WALL FINISHES - SHELL (SUCCEEDING) (JUN 2012)	14
3.26	PAINTING - SHELL (JUN 2012)	14
3.27	FLOORS AND FLOOR LOAD (AUG 2011)	14
3.28	FLOOR COVERING AND PERIMETERS - SHELL (SUCCEEDING) (JUN 2012)	14
3.29	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	15
3.30	BUILDING SYSTEMS (APR 2011)	15
3.31	ELECTRICAL (JUN 2012)	15
3.32	INTENTIONALLY DELETED	15
3.33	DRINKING FOUNTAINS (APR 2011)	15
3.34	RESTROOMS (JUN 2012)	15
3.35	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	16
3.36	JANITOR CLOSETS (SUCCEEDING) (JUN 2012)	16
3.37	HEATING VENTILATION AND AIR CONDITIONING - SHELL (JUN 2012)	16
3.38	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)	16
3.39	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	16
3.40	LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)	17

3.41	ACOUSTICAL REQUIREMENTS (JUN 2012)	17
3.42	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	17
3.43	SYSTEMS COMMISSIONING (APR 2011)	18
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>		<b>19</b>
4.01	INTENTIONALLY DELETED	19
4.02	INTENTIONALLY DELETED	19
4.01	AS-BUILT DRAWINGS (JUN 2012)	19
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS</b>		<b>20</b>
5.01	INTENTIONALLY DELETED	20
5.02	INTENTIONALLY DELETED	20
5.03	DOORS: INTERIOR (SUCCEEDING) (JUN 2012)	20
5.04	DOORS: HARDWARE (SUCCEEDING) (JUN 2012)	20
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012)	20
5.06	WALL FINISHES (JUN 2012)	20
5.07	PAINTING - TI (JUN 2012)	20
5.08	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	21
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)	21
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012)	22
5.11	LIGHTING: INTERIOR AND PARKING - TI (SUCCEEDING) (JUN 2012)	22
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>		<b>23</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	23
6.02	UTILITIES (APR 2011)	23
6.03	INTENTIONALLY DELETED	23
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	23
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	23
6.06	OVERTIME HVAC USAGE (JUN 2012)	23
6.07	JANITORIAL SERVICES (JUN 2012)	23
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	24
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	24
6.10	INTENTIONALLY DELETED	24
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	24
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	25
6.13	ASBESTOS ABATEMENT (APR 2011)	25
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	25
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	25
6.16	LANDSCAPING (SUCCEEDING) (JUN 2012)	25
6.17	LANDSCAPE MAINTENANCE (APR 2011)	25
6.18	RECYCLING (JUN 2012)	25
6.19	INTENTIONALLY DELETED	26
6.20	INTENTIONALLY DELETED	26
6.21	INDOOR AIR QUALITY (JUN 2012)	26
6.22	RADON IN AIR (SUCCEEDING) (JUN 2012)	26
6.23	INTENTIONALLY DELETED	27
6.24	HAZARDOUS MATERIALS (OCT 1996)	27
6.25	MOLD (AUG 2008)	27
6.26	OCCUPANT EMERGENCY PLANS (APR 2011)	28
6.27	INTENTIONALLY DELETED	28
<b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS</b>		<b>29</b>
7.01	SECURITY STANDARDS (JUN 2012)	29

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 16,830 rentable square feet (RSF), yielding 16,830 ANSI/BOMA Office Area (ABOA) square feet (SF) consisting of 2,330 RSF/ABOA square feet of office and related Space located on the 2nd floor and known as Suite 208 and 14,500 RSF/ABOA square feet (SF) of hangar and related Space located in Hangar 1 and Hangar 2, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1 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.

### 1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

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:

A. Parking: 12 parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 12 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

Effective Date	Shell Rent	Operating Costs	Total Annual Rent
January 1, 2013	\$246,222.90	\$22,720.50	\$268,943.40
January 1, 2014	\$251,147.35	\$22,720.50	\$273,867.85
January 1, 2015	\$256,170.31	\$22,720.50	\$278,890.81
January 1, 2016	\$261,293.71	\$22,720.50	\$284,014.21
January 1, 2017	\$266,519.59	\$22,720.50	\$289,240.09
January 1, 2018	\$271,849.98	\$22,720.50	\$294,570.48
January 1, 2019	\$277,286.98	\$22,720.50	\$300,007.48
January 1, 2020	\$282,832.72	\$22,720.50	\$305,553.22
January 1, 2021	\$288,489.37	\$22,720.50	\$311,209.87
January 1, 2022	\$294,259.16	\$22,720.50	\$316,979.66

B. Intentionally deleted

C. Intentionally deleted

D. 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.

E. 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. 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 thereto to meet the requirements of this Lease.

G. Intentionally deleted

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after December 31, 2017, by providing not less than 30 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.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN FOR OFFICE SPACE	1	A
FLOOR PLAN FOR HANGAR SPACE	1	B
PARKING PLAN	1	C
GSA FORM 3517B GENERAL CLAUSES	48	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	E
SECURITY REQUIREMENTS	3	F

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs 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 TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.09 PERCENTAGE OF OCCUPANCY (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy is 8.59 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 16,830 RSF by the total Building space of 196,000 RSF.

**1.10 INTENTIONALLY DELETED**

**1.11 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$1.35 per RSF (\$22,720.50/annum).

**1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

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 leased 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 \$0.55 per ABOA SF of Space vacated by the Government.

**1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$15 per hour per zone
- Number of zones: 2

**1.14 INTENTIONALLY DELETED**

**1.15 INTENTIONALLY DELETED**