

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
GS-09P-LCA00262

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. LCA00262, Supplemental Lease Requirements document, General Clauses (GSA Form 3517B), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code) 324 HORTON PLAZA SAN DIEGO, CA 92101-5481	2. LOCATION(S) IN BUILDING PARKING STRUCTURE		
	2a. FLOOR(S) <u>NA</u>	2b. ROOM NUMBER(S) <u>NA</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED 385
	2c. SQ. FT. RENTABLE <u>NA</u> ABOA <u>NA</u> Common Area Factor <u>NA</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER - PARKING	SURFACE <u>NA</u> ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED see below SURFACE <u>NA</u>

B. TERM

3. To Have and To Hold the said Premises with its appurtenances for the term beginning June 1, 2017 and continuing for a period of six (6) Years. Three (3) Years Firm and three (3) Years Soft. The Lessor shall have the right to terminate this Lease, in whole or in part, at any time following the expiration of the Firm term by providing the Government written notice not less than one (1) year before the termination date, i.e. Lessor may provide such one (1) year termination notice to the Government after the second (2nd) lease year of the firm Term, however, such termination shall not become effective until the expiration of the three-year firm Term. The Government may terminate this Lease, in whole or in part, effective any time after the third year of this Lease by giving at least ninety (90) days' prior notice in writing 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.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the Lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$854,700.00	5b. RENT PER MONTH \$71,225.00		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/SPACE/YEAR)	NON-FIRM TERM (\$/SPACE/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$2,220/ yr. \$185/mo.	6b. \$2,220/ yr. \$185/mo.	6c. NA
7. OPERATING RENT	7a. NA	7b. NA	7c. NA
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. NA	8b. NA	8c. NA
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. NA	9b. NA	9c. NA
10. TOTAL RENT	10a. \$2,220.00/space/year \$854,700.00/year for 385 spaces	10b. \$2,220.00/space/year \$854,700.00/year for 385 spaces	10c. NA
11. TENANT IMPROVEMENT COSTS: NA	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS NA		
13. HVAC OVERTIME RATE PER HOUR: NA	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR): NA		

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name Horton Plaza, LLC.		15b. DUNS Number 954710197	
15c. Address 324 Horton Plaza	15d. City San Diego	15e. State CA	15f. ZIP + 4 92101-5481

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations. Except as follows: Section 1.02 "Termination Rights" shall be amended to state "365 days' notice after 2 years". Section 1.02 "Initial Firm Term" shall be amended to state "3 years", Section 1.02 "Additional Requirements" shall be amended to state that the cost to secure 155 spaces will be the responsibility of Lessor, as depicted on Exhibit A. Section 1.02, "Additional Requirements" shall be amended to include the following language. "Lessor shall have the right to relocate all nesting equipment during the Firm Term and Soft Term by providing Lessee Ninety Days Written notice. Lessor shall be required to recreate a secured nesting environment materially similar to the original nesting build-out. Lessor's Scope of Work to secure such 155 spaces shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The Government shall absorb all costs in excess of One Hundred Fifty Thousand Dollars (\$150,000.00). Scope of Work to include, but may not be limited to, materials, labor, applicable taxes, GC's, GR's, A&E fees and consulting fees. Section 15 of GSA Form 3516B (552.27D-12) "Alterations" shall be amended to state that any such alterations by the Government shall be subject to the prior written consent of Lessor. General Clauses #1: All assignments and subleases shall require Landlords written consent. The permitted use of all potential Assignments and Subleases shall be for the sole purpose of parking/storing automobiles.

17. OFFEROR'S INTEREST IN PROPERTY

OWNER AUTHORIZED AGENT OTHER (Specify)

18. OFFEROR Check if same as Recorded Owner

18a. NAME Thomas Tierney	18b. ADDRESS 324 Horton Plaza	18c. CITY San Diego	18d. STATE CA	18e. ZIP + 4 92101-5481
18f. Title Executive Vice President	18g. E-mail address [REDACTED]		18h. Telephone Number [REDACTED]	

18i. OFFEROR'S SIGNATURE

[REDACTED SIGNATURE]

18j. DATE SIGNED

06/11/17

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) GSA Form 3517B, General Clauses (Acquisition of Leasehold Interests in Real Property), (d) GSA FORM 3518-SAM, Reqs and Certs (Acquisition of Leasehold Interests in Real Property) and, (e) ICE Site Plan - Exhibit A (7 pages).

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) LAWRENCE C. BECKER	3b. SIGNATURE OF LEASE CONTRACTING OFFICER [REDACTED]	3c. DATE 6/14/17
---	--	-------------------------

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

2.01 WORK PERFORMANCE (SMALL) (SEP 2015)

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete.

2.02 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2015)

The lessor remains solely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the lease. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

2.03 MEANS OF EGRESS (MAY 2015)

Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

2.04 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

C. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

D. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

2.05 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

2.06 PAINTING - SHELL (SMALL) (AUG 2016)

The Lessor shall bear the expense for all painting associated with the Building shell including all common areas.

2.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)

The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

2.08 LIGHTING: PARKING - SHELL (SMALL) (OCT 2016)

A. PARKING STRUCTURES: The minimum illuminance level for parking structures is 3 foot-candles as measured on the floor with a uniformity ratio of 10:1.

B. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.