

**LEASE NO. GS-09B-02962**

Simplified Lease  
GSA FORM L201A (November 2011)

**INSTRUCTIONS TO OFFERORS:** Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the lease document.

This Lease is made and entered into between

Lessor's Name: LBA-RIV Company XIII, LLC

("the Lessor"), whose principal place of business is 17901 Von Karman Avenue, Suite 950, Irvine, CA 92614-6333 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2435 Polvorosa Drive, San Leandro, CA 94577-2237

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.

**LEASE TERM:**

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years Firm, 15 Years Term,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease, estimated to be November 15, 2012, along with any applicable termination and renewal rights, shall more specifically be 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

[Redacted Signature]

Name: Perry Schomfeld  
Authorized Signatory

Title: Principal

Date: 6/29/2012

[Redacted Signature]

Name: Peter Shteyn

Title: Lease Contracting Officer

Date: 7/03/2012

**WITNESSED BY:**

[Redacted Signature]

Name: Katasha Soli

Title: Executive Assistant

Date: 6/29/2012

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

### 1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A. The space has 100,784 RSF; the offered space is 85,000 ABOA and the remainder 15,784 is offered as free space.

### 1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** Parking shall be provided as described under Block 16 of Exhibit A, Proposal to Lease Space, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

### 1.03 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated.

Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

	FIRM TERM		NON FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF	ANNUAL RENT	ANNUAL RATE/RSF
SHELL RENT	\$ 879,750.00	\$10.35	\$906,950.00	\$10.67
TENANT IMPROVEMENTS RENT <sup>1</sup>	\$ 111,631.54	\$ 1.31	\$ 00.00	\$ 0.00
OPERATING COSTS	\$ 199,750.00	\$ 2.35	\$ 249,050.00	\$ 2.93
<b>TOTAL ANNUAL RENT</b>	<b>\$1,191,131.54</b>	<b>\$14.01</b>	<b>\$1,156,000.00</b>	<b>\$13.60</b>

<sup>1</sup>The Tenant Improvement Allowance is amortized at a rate of 7 percent per annum over 10 years. Rates may be rounded.

### 1.04 INTENTIONALLY DELETED

### 1.05 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease by providing not less than 90 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. The right of termination shall expire 120 days after the last day of the firm term.

### 1.06 INTENTIONALLY DELETED

### 1.07 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (AUG 2011)

The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
1. Proposal to Lease Space (GSA Form 1364A)	2 PAGES	"A"
2. Agency Specific Requirements, Dated 9/27/2011	3 PAGES	"B"
3. Security Plan for Leased Space	4 PAGES	"C"
4. Representations and Certifications (GSA Form 3518A)	7 PAGES	"D"
5. Site & Floor Plan Delineating the Premises	2 PAGES	"E"
6. Design Plans	3 PAGES	"F"
7. Amendment No.1 to RLP No.1CA2551	4 PAGES	"G"
8. Amendment No.2 to RLP No.1CA2551	1 PAGE	"H"
9. Amendment No.3 to RLP No.1CA2551	1 PAGE	"I"
10. Amendment No.3 to RLP No.1CA2551	3 PAGES	"J"

1.08 INTENTIONALLY DELETED

1.09 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)

Year 1 – Operating Cost base, established at \$2.35 per rentable square foot, includes an estimated Utility cost of \$67,431.00.

Year 2 – Operating Cost will be re-established based on actual Utility usage during the first full year of occupancy. Actual Utility cost will be escalated annually at a rate of 3% beginning Year 3 and averaged over the term of the lease, including firm and non-firm term years. The new Operating Cost will be the Utility usage cost re-calculation amount, plus \$1.56 per rentable square feet.

The Lessor shall provide adequate documentation to support the actual utility usage and install a separate meter, at the Lessor's own cost and expense, to monitor such usage.

A subsequent Supplemental Lease Agreement (SLA) will be issued to memorialize the change in operating cost.

1.10 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Seismic Upgrade – See Seismic Certification. Cost to retrofit building to meet GSA Tier Requirements included and will be done prior to occupancy,
- B. Fire Protection and Life Safety may be necessary based on the agency requirements,

1.11 ADDITIONAL CONDITIONS – INCLUDED AS PART OF THE NEGOTIATIONS (JUN 2011)

- A. Pursuant to Paragraph 4.01, "Schedule for Completion of Space (Simplified) (Aug 2011)", the completion of the Tenant Improvements shall be ninety (90) days from receipt of all construction permits. Rental payments shall be subject to the Government's Space Acceptance.
- B. Design plans proposed by the National Park Service, identified as Exhibit F, will be the primary design plan that the Lessor will build out.