

**LEASE NO. GS-09B-03106**

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

This Lease is made and entered into between

**8808 RIO SAN DIEGO DRIVE, LLC**

(Lessor), whose principal place of business is 30 BROAD ST, 35<sup>th</sup> Floor, NEW YORK, NY 10004-2304, 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

**8810 RIO SAN DIEGO DRIVE, SAN DIEGO, CA 92108**

and more fully described in Section 1 and Exhibit A (Floor Plans), 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**

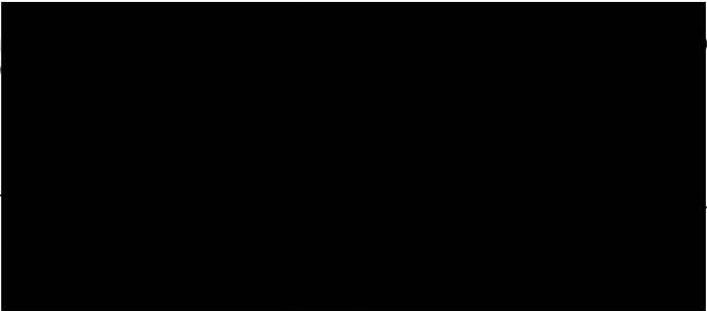
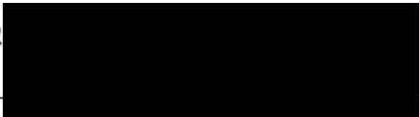
TO HAVE AND TO HOLD the said Premises WITH ITS APPURTENANCES for the term beginning upon the government's acceptance of the space, which acceptance shall be predicated upon the Lessor's completion of work identified in paragraph 7.03, "Additional Terms And Conditions Included In Offer", and continuing for a period of

**10 Years Firm,**

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 by signing the following, to be effective as of the date of delivery of the fully executed Lease to

FOR



Name: John L. Dooley

Title: Authorized Representative

Date: 12-7-12

General Services Administration, Public Buildings Service

Date: 12.12.12

WI



Name: Shay Davis

Title: Executive Assistant - UAA

Date: 12-7-12

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.

**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 and current configuration, 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 and configuration shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses. Without limiting the foregoing, (i) the elevator and restroom finishes, (ii) the ceiling heights throughout the leased space, and (iii) the configuration of the main entry doors are accepted in their existing condition.

The Premises are described as follows:

- A. Office and Related Space: 131,986 rentable square feet (RSF), yielding 119,550 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the FIRST THROUGH FOURTH floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.10492 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest one-thousandth of one percent, 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: 403 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 25 shall be reserved, striped surface/fenced parking spaces 2 of which may be used to locate storage containers and 376 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:

	FIRM TERM
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$2,593,524.90
OPERATING COSTS <sup>2</sup>	\$ 1,168,076.10
<b>TOTAL ANNUAL RENT</b>	<b>\$ 3,761,601.00</b>
TENANT IMPROVEMENT/LESSOR CONTRIBUTION <sup>3</sup>	\$2,829,780.00

<sup>1</sup>Shell rent (Firm Term) calculation: \$19.65 per RSF multiplied by 131,986 RSF

<sup>2</sup>Operating Costs rent calculation: \$8.85 per RSF multiplied by 131,986 RSF

<sup>3</sup>Tenant Improvement/Lessor Contribution as outlined in Paragraph 7.02

- 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.

1.04 INTENTIONALLY DELETED

1.05 INTENTIONALLY DELETED

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(S)	4	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS LEVEL IV	4	C
AGENCY GENERAL AND SPECIAL REQUIREMENTS	31	D
GSA FORM 3517B GENERAL CLAUSES	33	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F
AMENDMENTS TO RLP NO. 03106	1	G
EQUIPMENT LIST - SUPPLEMENTAL HVAC UNITS	4	H
24-HOUR HVAC DESIGNATED ROOM(S)	4	I
SUBCONTRACTING PLAN	17	J

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 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 91.45 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 131,986 RSF by the total 144,327 RSF comprised of buildings 8808 and 8810 Rio San Diego Drive on tax parcel 438-051-06-00.

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 \$8.85 per RSF (\$1,168,076.10/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 \$2.50 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:"

- \$50.00 per hour for the entire Space.

**1.14 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC is required by the Government for designated rooms or areas of the Premises as outlined in Exhibit I, such services shall be provided by the Lessor at an annual rate of \$14,715.00/ annum for the area receiving 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge. The cost to operate, maintain and repair Liebert units and equipment identified on Exhibit H "Equipment List", attached hereto and made a part hereof, shall be borne by the Lessor. In the event that such equipment requires replacement during the term of the Lease, such replacement shall be at the cost and expense of the Government.

**1.15 BUILDING IMPROVEMENTS (JUN 2012)**

See Paragraph 7.03, "ADDITIONAL TERMS AND CONDITIONS INCLUDED IN OFFER".