

LEASE NO. GS-09P-LCA03146

Standard Lease
GSA FORM L201C (October 2012)

This Lease is made and entered into between

George Andras & Laszlo Hites PTR Doing Business As HHH Investment Company

(Lessor), whose principal place of business is 5601 Arnold Road, Suite 101, Dublin, California 95468 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

5601 Arnold Road, 4th Floor, Dublin, California 95468

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 on **January 1, 2014** as required by this Lease and continuing through **December 31, 2023**, 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.

FOR 
Name: Noemi Barter
Title: Property Manager, HHH Investment Company
Entity Name: George Andras & Laszlo Hites PTR
Doing Business As HHH Investment Company
Date: 2/28/14

FOR THE 
Name: Eileen Khanloo
Title: Lease Contracting Officer
Entity: General Services Administration, Public Buildings Service
Date: March 12, 2014

WI 
Name: _____
Title: Owner
Date: 2/28/14

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.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. **Office and Related Space:** 31,250 rentable square feet (RSF), yielding 27,751 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the entire 4th floor 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 1.126085546 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:** 120 parking spaces as depicted on the plan attached hereto as **Exhibit B**, reserved for the exclusive use of the Government, of which 90 are reserved, [redacted] surface parking spaces with [redacted], and an additional 30 reserved surface parking spaces. Access shall be available 24 hours per day / 7 days per week. 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.
- 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 (SEP 2012)

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

	Firm Term Years 1 through 3 1/01/14 – 12/31/16		Firm Term Years 4 and 5 1/01/17 – 12/31/18		Non-Firm Term Years 6 and 7 1/01/19 – 12/31/20		Non-Firm Term Years 8 through 10 1/01/21 – 12/31/23	
	Annual Rate		Annual Rate		Annual Rate		Annual Rate	
	Annual Rent	Per RSF	Annual Rent	Per RSF	Annual Rent	Per RSF	Annual Rent	Per RSF
SHELL RENT ¹	\$810,000.00	\$25.92	\$811,562.50	\$25.97	\$813,125.00	\$26.02	\$814,687.50	\$26.07
TENANT IMPROVEMENT RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ²	\$152,812.50	\$4.89	\$152,812.50	\$4.89	\$152,812.50	\$4.89	\$152,812.50	\$4.89
BUILDING SPECIFIC AMORTIZED CAPITAL ³ (BSAC)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKING RENT ⁴	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$962,812.50	\$30.81	\$964,375.00	\$30.86	\$965,937.50	\$30.91	\$967,500.00	\$30.96

¹Shell rent (Firm Term) calculation: \$25.92 per RSF multiplied by 31,250 RSF FOR YEARS 1 THROUGH 3; \$25.97 per RSF multiplied by 31,250 RSF FOR YEARS 4 AND 5; (Non-Firm Term) calculation: \$26.02 per RSF multiplied by 31,250 RSF FOR YEARS 6 AND 7; \$26.07 per RSF multiplied by 31,250 RSF FOR YEARS 8 THROUGH 10.

²Operating Costs rent calculation: \$4.89 per RSF multiplied by 31,250 RSF FOR YEARS 1 THROUGH 10

³The Final Building Specific Amortized Capital (BSAC) cost to be amortized into the rent over the 5 year Firm Term of this lease at an annual interest rate of 4 percent, as mutually agreed upon by both the Government and the Lessor, shall be memorialized in a subsequent Lease Amendment. The Government shall make payments for any work covered by the BSAC upon completion of BSAC and acceptance by the Government.

⁴Parking costs are included in the Shell rent above.

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 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.

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	2	B
SECURITY REQUIREMENTS FOR LEVEL II	6	C
SECURITY UNIT PRICE LIST	2	D
ATF TENANT OFFICE SPACE REQUIREMENTS VOLUME 10-A, ISSUED SEPTEMBER 14, 2010	43	E
GSA FORM 3517B, GENERAL CLAUSES	47	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
ENERGY INDEPENDENCE AND SECURITY ACT ENERGY STAR PROGRESS AND GOALS REPORT	4	H

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 INTENTIONALLY DELETED

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 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 \$4.89 per RSF (\$152,812.50/annum).

1.16 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 **\$5.51 per ABOA SF** of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The rate of **\$125.00 per hour for the entire Space** shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

1.18 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. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of **\$0.00 per ABOA SF** of the area receiving the 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.

1.19 INTENTIONALLY DELETED

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.