

**LEASE NO. GS-09P-LCA03151**

On-Airport Lease  
GSA FORM L201D (September 2013)

This Lease is made and entered into between

**San Diego County Regional Airport Authority**

(Lessor), whose principal place of business is 3225 North Harbor Drive, San Diego, CA 92101, 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:

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

**San Diego International Airport**  
3665 North Harbor Drive, Terminal 1, 2<sup>nd</sup> Floor (A-212-C)  
San Diego, CA 92101

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.

To Have and To Hold the said Premises with their appurtenances for the term beginning December 1, 2013 and continuing for a period of Five (5) years firm, through November 30, 2018.

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.

[Redacted Signature]

Name: JUDITH M. BRICKNER

Title: Vice President, Finance & Asset Management Services

Entity Name: San Diego County Regional Airport Authority

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**  
[Redacted Signature]

Name: Ryan T. Geertsma

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/7/2014

**WITNESSED FOR THE LESSOR BY:**  
[Redacted Signature]

Title: Associate Real Estate Manager

Date: 5/7/14

APPROVED AS TO FORM  
MAY 06 2014  
[Signature]  
Lee S. Kamnetz, Sr. Assist General Counsel

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

### 1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

**Office and Related Space:** 2,088 rentable square feet (RSF), yielding 2,088 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the Second floor and known as Suite A-212-C, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

### 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 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:** Five (5) parking spaces as depicted on the plan attached hereto as Exhibit B of which five (5) shall be reserved spaces for the exclusive use of the Government. 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. The Government's rights to this paragraph are subject to Lessor approval, which shall not be unreasonably withheld.

B. **Antennae, 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. Subject to Airport consent, which shall not be unreasonably withheld.

### 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)

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

	Year 1		Year 2		Year 3	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$250,810.56	\$120.12	\$263,359.44	\$126.13	\$276,513.84	\$132.43

	Year 4		Year 5	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$290,336.40	\$139.05	\$304,868.88	\$146.01

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 2,088 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be pro-rated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the 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. The 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. Performance or satisfaction of all other obligations set forth in this Lease; and
3. 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. THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED.



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1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 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	1	B
GSA Form 3517B, General Clauses	15	C
GSA Form 3518, Representations and Certifications	10	D

1.07 INTENTIONALLY DELETED

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.