

**LEASE NO GS-GS09P-LCA03250**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2014)

This Lease is made and entered into between

**Westcore Delta, LLC**

(Lessor), whose principal place of business is 4435 Eastgate Mall #300, San Diego CA 92121-1979, 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

Northgate 2, 631 N. Market, Suite V, Sacramento CA 95834

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 upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 5 Years Firm, EFFECTIVE JULY 1, 2015 X WA / GOVMT X MEB / LESSOR

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 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 THE LESSOR:**

Westcore Delta, LLC  
\_\_\_\_\_  
Title: Matthew Bateman  
Date: 6/11/15 Authorized Signatory

FOR THE GOVERNMENT:  
\_\_\_\_\_  
Eric J. [Redacted]  
General Services Administration, Public Buildings Service  
Date: 6/18/15

**WITNESSED FOR THE LESSOR BY:**

Karen Sloan  
\_\_\_\_\_  
N  
Title: Executive Assistant / Office Manager  
Date: 6/11/2015

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) (SEP 2013)**

The Government accepts the space "As Existing" in its condition as of Lease Commencement pursuant to the terms and conditions of this paragraph. For purposes of the lease, "As Existing" shall mean the following: All items referred to "As Existing" shall be those items that are in existence as of lease award in the configuration and the condition existing as of lease award (the "Existing Items") including, but not limited to, carpet, floorcovering, wall covering, painted surfaces (except interior painting) and mechanical, electrical and plumbing systems. The Existing Items shall be in "good repair and tenantable condition" as of the lease commencement. Further, Lessor shall maintain (or replace, if necessary) such Existing Items so that they remain in "good repair and tenantable condition" throughout the term this lease. If replacement of Existing Items becomes necessary, such replacement shall be at the Lessor's sole cost and expense including but not limited to the security of the premises and the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty. All work shall be performed after normal business hours as described elsewhere in the lease. The replacement must be no less than equal in quality and function to the Existing Items or shall meet the performance standards of the previous lease (Lease No. 57-91S8-01-S02, dated December 12, 2000). These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The addition of this paragraph in no way relieves the Lessor from maintenance of the Premises and all improvements as outlined in Paragraph 12 of GSA Form 3517B.

A. **Office and Related Space:** 6,450 rentable square feet (RSF), yielding 6,450 ANS/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1ST floor and known as Suite(s) V, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A. Lessor will provide to the Government 3,150 rentable square feet (RSF) of free space, yielding 3,150 ANS/BOMA Office Area (ABOA) square feet (SF) of free space. Total square footage will be 9,600 rentable square feet (RSF), yielding 9,600 ANS/BOMA Office Area (ABOA) square feet (SF).

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 15.29 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 (SEP 2013)**

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:** 3 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 3 shall be surface/outside parking spaces. 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 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM, YEARS 1-5	NON FIRM TERM, YEARS 6 - 10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$51,425.30	\$56,567.80
OPERATING COSTS <sup>3</sup>	\$ 13,152.00	\$ 13,152.00
<b>TOTAL ANNUAL RENT</b>	<b>\$64,577.30</b>	<b>\$69,719.80</b>

<sup>1</sup>Shell rent calculation:  
(Firm Term, Years 1 - 5) \$7.97291 per RSF multiplied by 6,450 RSF  
(Non Firm Term, Years 6 - 10) \$8.77020 per RSF multiplied by 6,450 RSF  
<sup>3</sup>Operating Costs rent calculation: \$2.03907 per RSF multiplied by 6,450 RSF

B. 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.

C. 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), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- 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 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 2013)

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND PARKING PLAN (S)	2	A
SECURITY REQUIREMENTS	8	C
GSA FORM 3517B GENERAL CLAUSES	47	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G

1.08 INTENTIONALLY DELETED

1.09 INTENTIONALLY DELETED

1.10 INTENTIONALLY DELETED

1.11 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 15.29 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 9,600 RSF by the total Building space of 62,800 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$23,750.52. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.13 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$2.03907 per RSF (\$13,152.00/annum).

1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

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 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 \$4.20 per ABOA SF of Space vacated by the Government.

1.15 INTENTIONALLY DELETED

1.16 INTENTIONALLY DELETED