

LEASE NO. GS-09B-03006

Succeeding/Superseding Lease
GSA FORM L202 (January 2012)

This Lease is made and entered into between

Lessor's Name **The Price REIT, Inc**

("the Lessor"), whose principal place of business is 3333 New Hyde Park Road, Suite 100, New Hyde Park, NY 11042 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

644 Naples Street, Chula Vista, CA 91911

and more fully described in Section 1, 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 January 23, 2013 and continuing through January 22, 2018,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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:
THE PRICE REIT, INC.**

Kevin Smith

Name: **Kevin Smith**
Title: **Vice President**
Date: 1/18/13

FOR THE GOVERNMENT:

Daniel J. McGrath

Name: **Daniel J. McGrath**
Lease LCO
Date: 1/18/13

WITNESSED BY:

Samuel Dewolf

Name: **SAMUEL DEWOLF**
Title: **LEASE PREPARER**
Date: 1/18/13

LESSOR: *[Signature]* GOVERNMENT: *[Signature]*

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to, security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the lease paragraphs and attached General Clauses

The Premises are described as follows:

Office and Related Space: 14,680 rentable square feet (RSF), yielding 14,250 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.0231%.

1.02 EXPRESS APPURTENANT RIGHTS (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:** 75 on-site 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.
- 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 (SUCCEEDING) (SEPT 2011)

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

	1/23/2013 - 1/22/2018	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$280,287.80	\$19.91
Tenant Improvements rent ¹	\$ 42,612.07	\$2.92 ²
Operating Costs	\$172,918.80	\$11.86
Total Annual Rent	\$505,818.27	\$34.69

¹The Tenant Improvements of \$175,132.50 are amortized at a rate of 8 percent per annum over 5 years.

²Rates may be rounded.

- 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 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.
- D. 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 "Paragraph 1.01 The Premises" created herein;
 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 BROKER-COMMISSION AND COMMISSION CREDIT (SEPT 2011) INTENTIONALLY DELETED

- 1.05 ~~TERMINATION RIGHTS (SUCCEEDING) (SEP 2014) INTENTIONALLY DELETED~~
- 1.06 ~~RENEWAL RIGHTS (SEPT 2014) INTENTIONALLY DELETED~~
- 1.07 ~~DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)~~

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	46	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	B

- 1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)~~

The Government shall have the right 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 choose to pay lump sum for any part or all of the remaining principal 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, ESTABLISHMENT OF TAX BASE (SEPT 2014) INTENTIONALLY DELETED~~

- 1.10 ~~OPERATING COST BASE (SEPT 2011)~~

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$172,918.80 per annum (\$11.86/ per rentable square foot).

- 1.11 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2014) PARAGRAPH INTENTIONALLY DELETED~~

- 1.12 ~~HOURLY OVERTIME HVAC RATES (SEPT 2011)~~

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$0.00 per hour for the entire space.

- 1.13 ~~24-HOUR HVAC REQUIREMENT (APR 2014) INTENTIONALLY DELETED~~
- 1.14 ~~ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2014) INTENTIONALLY DELETED~~