

# LEASE NO. GS-09P-LCA03353

Succeeding/Superseding Lease  
GSA FORM L202 (September 2014)

This Lease is made and entered into between

Lessor's Name Hyundai Rio Vista, Inc.

(Lessor), whose principal place of business is 8880 Rio San Diego Drive, Suite 310, San Diego, CA 92108-1634 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

8880 Rio San Diego Drive, Suite 100, San Diego, CA 92108-1634

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 April 15, 2016 through September 30, 2023.

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:

*Hyundai Rio Vista, Inc*

FOR THE GOVERNMENT:

Name:

*by Jung Ho Suh*

Title:

*C.F.O*

Date:

*8/28/15*

Name:

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

*9/8/15*

WITNESSED FOR THE LESSOR BY:

Name:

*Monique Guerrero*

Title:

*Deputy General Manager HR&GA*

Date:

*8/28/15*

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)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, 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 shall not relieve Lessor of 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:

A. **Office and Related Space:** A total of 43,797 rentable square feet (RSF), yielding 38,418 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space consisting of Suite 100, being 7,092 RSF, yielding 6,221 ABOA, Suite 400, being 18,918 RSF, yielding 16,595 ABOA, and Suite 500, being 17,787 RSF, yielding 15,603 ABOA, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.14% 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:** One hundred (100) parking spaces reserved for the exclusive use of the Government, fifty (50) of which shall be outside surface spaces, twenty-five (25) of which shall be located in the lower parking structure, and twenty (25) of which shall be located in the upper parking structure as depicted on the plans attached hereto as Exhibit B. 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 at no additional cost to the Government.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 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:

Term	Shell Rent/ Rsfl <sup>1</sup>	OpEx/ Rsfl <sup>2</sup>	TI Amort/Rsfl <sup>3</sup>	Total Annual Rent/Rsfl	Total Annual Dollars	Total Monthly Dollars
4/15/2016 – 8/14/2016	\$0.00	\$0.00	\$5.91	\$5.91	\$258,729.31	\$21,560.78
8/15/2016 - 9/30/2023	\$25.85	\$7.00	\$5.91	\$38.76	\$1,697,504.59	\$141,458.72

<sup>1</sup>Shell rent calculation (includes parking):

(Firm Term) \$25.85/1001 per RSF (Rounded to \$25.85/RSF) multiplied by 43,797 RSF

<sup>2</sup>Reflects four (4) months of free base rent

<sup>3</sup>Reflects four (4) months of free operating expenses

<sup>4</sup>The Tenant Improvement Allowance of \$1,455,658.02 is amortized at a rate of eight (8%) percent per annum over the firm term (\$5.907467/Rsfl)

<sup>5</sup>Operating Costs rent calculation: \$7.00 per RSF multiplied by 43,797 RSF (\$306,579/yr)

B. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

C. 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.

D. 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.

E. 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 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. Carpenter/Robbins Commercial Real Estate, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Broker with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the fifth month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable. In addition to the commission credit, shell rent and operating expenses shall be abated during Months 1 thorough 4.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

	Shell Rent	Operating Expenses	TI Amortization	Total Rent Payable
Month 1	\$0.00	\$0.00	\$21,560.78	\$21,560.78
Month 2	\$0.00	\$0.00	\$21,560.78	\$21,560.78
Month 3	\$0.00	\$0.00	\$21,560.78	\$21,560.78
Month 4	\$0.00	\$0.00	\$21,560.78	\$21,560.78
Month 5	\$13,784.32	\$25,548.25	\$21,560.78	\$60,893.35
Month 6	\$13,784.32	\$25,548.25	\$21,560.78	\$60,893.35
Month 7	\$13,784.32	\$25,548.25	\$21,560.78	\$60,893.35
Month 8	\$13,784.32	\$25,548.25	\$21,560.78	\$60,893.35
Months 9 through 90	\$94,340.44	\$25,548.25	\$21,560.78	\$141,449.47

\*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 INTENTIONALLY DELETED**

**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)	3	A
PARKING AND SITE PLANS	4	B
Security Requirements (Level II) (REV 4/10/13)	8	C
GSA FORM 3517B GENERAL CLAUSES	48	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	2	E

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$37.86536 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of eight (8%) percent. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

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 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 twenty three (23%) percent. The Percentage of Occupancy is derived by dividing the total Government Space of 43,797 RSF by the total Building space of 190,261 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 \$284,388.86. 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 \$7.00 per RSF \$306,579.00 per 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 \$2.00 per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$75.00 per hour for the entire Space.

**1.16 24-HOUR HVAC REQUIREMENT (SEP 2014)**

- Three hundred and eighty-one (381) ABOA SF of the Space (located in three (3) separate rooms) shall receive cooling at all times (24 hrs a day, 365 days a year) for purpose of cooling the designated server rooms. The combined BTU output of these rooms is established as 18,900 BTU. The temperature of these rooms shall not exceed 75 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- The 24 hour cooling service is included in the shell rent. The hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.

**1.17 INTENTIONALLY DELETED**