

# LEASE NO. GS-09P-LCA03240

Standard Lease  
GSA FORM L201C (May 2015)

This Lease is made and entered into between

## METROLINK BUSINESS PARK, LLC

(Lessor), whose principal place of business is 11845 W OLYMPIC BLVD #1200, LOS ANGELES, CA 90064-1149, 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

**5160 RICHTON STREET, MONTCLAIR, CA 91736-1315**

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 **February 2, 2016** and continuing for a period of

**Ten (10) Years, Five (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

FOR THE LESSOR

Name:

Title:

Entity Name: METROLINK BUSINESS PARK, LLC

Date: January 29, 2016

WITNESSED

Name:

Title:

Date:

Name:

Title:

General Services Administration, Public Buildings Service

Date:

## 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: **46,767** rentable square feet (RSF), yielding **44,098** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **ground** floor and known as **Units C, E, F, and G**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.060524287**. 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: **76** on-site surface parking spaces, as depicted on the plan attached hereto as **EXHIBIT C**, shall be provided in accordance with the applicable code of the local government entity having jurisdiction over the Property.

B. INTENTIONALLY DELETED

### 1.03 RENT AND OTHER CONSIDERATION (APR 2015)

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

	02/02/2016 – 02/01/2021	02/02/2021 – 02/01/2026
	Annual Rent	Annual Rent
Shell Rent <sup>1</sup> :	\$639,014.00	\$740,789.28
Operating Costs <sup>2</sup> :	\$122,999.00	\$122,999.00
<b>Total Annual Rent:</b>	<b>\$762,013.00</b>	<b>\$863,788.28</b>

<sup>1</sup> Shell rent calculation:

(Firm Term) \$13.66378 per RSF multiplied by 46,767 RSF

(Non-Firm Term) \$15.84 per RSF multiplied by 46,767 RSF

<sup>2</sup> Operating Costs rent calculation: \$2.630038 per RSF multiplied by 46,767 RSF

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. INTENTIONALLY DELETED.

E. 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.

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

G. 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.

H. INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE (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 CBRE 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 first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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:

Month 1 Rental Payment \$63,501.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$63,501.08 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

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

**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 (APR 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Legal Description of the Premises	1	A
Floor Plan	1	B
Parking Plan	1	C
Agency's Special Requirements [REDACTED] Western Form Center Specific Requirements (FEB 2014)	10	D.1
Agency's Special Requirements, [REDACTED] Computer and Telephone Room Standards (MAR 2011)	9	D.2
Agency Special Requirements, [REDACTED] Structured Cable Plant Standard (MAR 2014)	66	D.3
Security Requirements - [REDACTED]	8	E
GSA Form 3517B, General Clauses	46	F
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	G

**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 (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 \$2.630038 per RSF (\$122,999.00 /annum).



**1.16 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 \$2.79 per ABOA SF of Space vacated by the Government.

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

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

- \$0.00 per hour for the entire Space.

**1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)**

A. 400 ABOA SF of the Premises shall receive cooling at all times (24 hrs. a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 36,000 BTU per hour. The temperature of this room shall be maintained at 75% degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. 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.

B. The 24 hour cooling service shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, 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.

C. INTENTIONALLY DELETED

D. 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.

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**1.20 INTENTIONALLY DELETED**