# LEASE NO. GS-09P-LCA03456

INSTRUCTIONS TO OFFERORS: Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

## 1851 East First Street Investors, LLC

(Lessor), whose principal place of business is 455 Market St. Suite 1000, San Francisco, CA 94105 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

### 1851 East First Street, Santa Ana, CA 92705-4017

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 either upon *May 1, 2015* or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

### 3 Years Firm,

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 CONFERNMENT
Name: 1 ([Vio]io Ceut]	[Nai
Title: Executive Director	Lease Contracting Officer
Date:	General Services Administration, Public Buildings Service  Date:
WITNESSED FOR THE LESSOR BY:	
Name: Inomas Enger	
Title: Executive Director	

LEASE NO. GS-09P-LCA03456,

LESSOR: TGOVERNMENT: UT

GSA FORM L202 (09/14)

#### **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:

- Office and Related Space: 21,441 rentable square feet (RSF), yielding 19,534 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 5th floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- Common Area Factor: The Common Area Factor (CAF) is established as 9.76 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:

- Parking: 02 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 2 shall be structured/inside 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.
- 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.

#### **RENT AND OTHER CONSIDERATIONS (SEP 2013)** 1.03

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

	FIRM TERM	
	ANNUAL RENT	
SHELL RENT <sup>1</sup>	\$382,293.03	
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	
OPERATING COSTS <sup>3</sup>	\$ 186,322.29	
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	
Parking <sup>5</sup>	\$ 0.00	
TOTAL ANNUAL RENT	\$568,615.32	

Shell rent calculation:

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 19,534 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- This subparagraph is intentionally deleted. C.
- D. This subparagraph is intentionally deleted.



<sup>(</sup>Firm Term) \$17.83 per RSF multiplied by 21,441 RSF

The Tenant Improvement Allowance of \$0.00 is amortized at a rate of 0 percent per annum over 0 years.

<sup>&</sup>lt;sup>3</sup>Operating Costs rent calculation: \$8.69 per RSF multiplied by 21,441 RSF

<sup>&</sup>lt;sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of 0 percent per annum over 0 years

<sup>&</sup>lt;sup>5</sup>Parking costs described under sub-paragraph H below

- 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 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.
- 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. This subparagraph is intentionally deleted.
- 1.04 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 1.05 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 1.06 THIS PARAGRAPH IS 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	Ехнівіт
FLOOR PLAN(S)		Α
PARKING PLAN(S)		В
SECURITY REQUIREMENTS		С
AGENCY SPECIAL REQUIREMENTS		D
GSA FORM 3517B GENERAL CLAUSES		E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		F
SEISMIC FORM C, BUILDING RETROFIT OR NEW		G
CONSTRUCTION PRE-AWARD COMMITMENT		

- 1.08 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 1.09 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 1.10 THIS PARAGRAPH IS 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 **6.66** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **21,441** RSF by the total Building space of **321,836** RSF.

- 1.12 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 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 \$8.69 per RSF (\$186,322.29/annum).

LESSOR: CGOVERNMENT: 12

## 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 \$0.04 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:"

- \$60.00 per hour for the entire Space.
- 1.16 THIS PARAGRAPH IS INTENTIONALLY DELETED.
- 1.17 THIS PARAGRAPH IS INTENTIONALLY DELETED.