LEASE NO. GS-09P-LNV03480

This Lease is made and entered into between

Lessor's Name

(Lessor), whose principal place of business is 3340 Pepper Lane, Suite 110, Las Vegas, Nevada, 89120-2734, 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

3373 Pepper Lane, Las Vegas, Nevada 89120-2739

and more fully described in Section 1, 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 **January 19, 2016** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

5 Months (Firm term)

subject to termination and renewal rights as may be hereinafter set forth. Notwithstanding anything contained herein to the contrary, the Premises will be accepted as-is.

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 TH	H	
Name: Title:	SHENG YOUNG CHUNG GENERAL MANAGER/OWNER	Title: Lease Contracting Officer
Entity Nai Date:	nme: PACIFIC ENTERPRISES PLAZA L 1/19/2016 PARTNERSHIP	IMITED eral Services Administration, Public Buildings Service Date: 2/11/16
WITNE		
Name:	CHUNG	
Title: Date:	1/19/2016	

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.

LESSOR: GOVERNMENT: M

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

- A. Office and Related Space: 28,416 rentable square feet (RSF), yielding 25,250 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space.
- B. <u>Common Area Factor</u>: The Common Area Factor (CAF) is established as **1.125386**. 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.
- C. 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.

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. <u>Parking:</u> 24 parking spaces, reserved for the exclusive use of the Government, of which 24 shall be structured/inside parking spaces, and 0 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.
- B. <u>Antennas, Satellite Dishes, and Related Transmission Devices</u>: (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 CONSIDERATION (SEP 2015)

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 ¹	\$618,312.31
OPERATING COSTS ²	\$ 210,744.58
TOTAL ANNUAL RENT	\$829,056.89

¹Shell rent calculation:

(Firm Term) \$21.76 (rounded) per RSF multiplied by 28,416 RSF

Operating Costs rent calculation: \$7.69 (rounded) per RSF multiplied by 28,416 RSF

- B. Intentionally deleted.
- C. Intentionally deleted.
- D. Intentionally deleted.
- E. Intentionally deleted.
- F. 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.

LESSOR GOVERNMENT:

- G. 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 and active in SAM.
- H. 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.
- I. Parking shall be provided at a rate of \$0.00 per parking space per month (structured/inside), and \$0.00 per parking space per month (surface/outside).
- J. Intentionally deleted.
- 1.04 INTENTIONALLY DELETED
- 1.05 INTENTIONALLY DELETED
- 1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

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

DOCUMENT NAME	No. of Pages	Ехнівіт
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518 REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	

- 1.08 INTENTIONALLY DELETED
- 1.09 INTENTIONALLY DELETED
- 1.10 INTENTIONALLY DELETED
- 1.11 INTENTIONALLY DELETED
- 1.12 PERCENTAGE OF OCCUPANCY (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 28,416 RSF by the total Building space of 28,416 RSF.

- 1.13 INTENTIONALLY DELETED
- 1.14 OPERATING COST BASE (SEP 2013)

The parties agree that the Lessor's base rate for operating costs shall be \$7.69 per RSF (\$210,744.58/annum).

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

\$0.00 per hour for the entire Space.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. "As-is" ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as "as-is" BTU. The temperature of this room shall be maintained at "as-is" degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- 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. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

600 LAS VEGAS BLVD, SOUTH Room: 600 LAS VEGAS NV 89101-6600

- 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.
- 1.18 INTENTIONALLY DELETED
- 1.19 INTENTIONALLY DELETED

LESSOR: GOVERNMENT:

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