

LEASE NO. GS-09P-LCA03325

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

COUNTY OF RIVERSIDE

(Lessor), whose principal place of business is 3403 10TH STREET, RIVERSIDE, CA 92501-3670, 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

3470 12TH STREET, RIVERSIDE, CA 92501

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

20 Years, 10 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 LESSOR:

FOR THE GOVERNMENT:

[Redacted Signature]

[Redacted Signature]

Title: Chairman, Board of Supervisors

John [Redacted]
Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: NOV 17 2015

Date: 1/26/16

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Title: Clerk of the Board

Date: NOV 17 2015

INSEL
11-12-15
SYNTHIA M. GUNZEL

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: 59,630 rentable square feet (RSF), yielding 49,912 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the Ground, 1st, 2nd, and 3rd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 19.47 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: 14 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 8 shall be structured/inside parking spaces, and 6 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. 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:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,781,148.10	\$1,781,148.10
OPERATING COSTS ²	\$ 601,666.70	\$ 601,666.70
TOTAL ANNUAL RENT	\$2,382,814.80	\$2,382,814.80

¹Shell rent calculation:
 (Firm Term) \$29.87 per RSF multiplied by 59,630 RSF
 (Non Firm Term) \$29.87 per RSF multiplied by 59,630 RSF
²Operating Costs rent calculation: \$10.09 per RSF multiplied by 59,630 RSF

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 49,912 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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 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.

1.04 INTENTIONALLY DELETED.

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 180 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 (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	15	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
SEISMIC FORM B	13	F

1.08 INTENTIONALLY DELETED.

1.09 INTENTIONALLY DELETED.

1.10 INTENTIONALLY DELETED.

1.11 INTENTIONALLY DELETED.

1.12 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 \$10.09 per RSF (\$601,666.70/annum).

1.14 INTENTIONALLY DELETED.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$87.64 per hour per zone

1.16 INTENTIONALLY DELETED.

1.17 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements prior to acceptance of the Space:

A. Building Interior Improvements:

1. Lessor to correct parking gate malfunctions by replacing the complete assembly and all associated components to ensure no failures prior to lease commencement and maintain in accordance with the lease.

B. Building Exterior Improvements:

1. Lessor to repair the damaged perimeter planter walls prior to lease commencement and maintain throughout the lease.
2. Lessor to repaint the lamp and camera posts to match the newly painted color of the exterior handrails prior to lease commencement and maintain throughout the lease.
3. Lessor to repaint the steel parking garage gates prior to lease commencement and maintain throughout the lease.
4. Lessor to take ownership and maintain all existing courtyard furniture and architectural elements to include: the water fountain, all planters, pots and associated plants, awning structure and canopy assemblies, and all patio furniture.
5. Lessor to take ownership and maintain all existing chairlifts located in the [REDACTED]
6. Lessor to install new exterior lettering to replace the existing. The lettering to remain consistent with the existing font style and material. The proposed scope of work to include: the removal of the existing lettering, all associated wall repair prep, new retaining wall paint and installation of all new lettering to include one (1) additional line. The lettering to read as follows:

[REDACTED]
GEORGE E. BROWN, JR. BUILDING
RIVERSIDE, CALIFORNIA