

**LEASE NO. GS-09P-LCA03472**

Global Lease  
GSA FORM L100 (09/2015)

This Lease is made and entered into between

**301 HOWARD STRATEGIC VENTURE LLC**

(Lessor), whose principal place of business is c/o The Van Barton Group, 301 Howard Street, Suite 801, San Francisco, California 94105-6605, 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

**301 Howard Street, San Francisco, California 94105-6605**

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 acceptance of the Premises as required by this Lease and continuing for a period of

**10 Years, 10 Years Firm,**

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination 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:**

Signature: 

Name: Justin B. Kleinman

Title: Authorized Signatory

Entity Name: 301 Howard Strategic Venture LLC

Date: September 7, 2017

**FOR THE GOVERNMENT:**

Signature: 

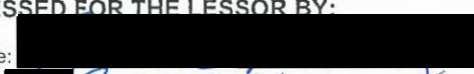
Name: Gabriel Shuken

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: SEPTEMBER 20, 2017

**WITNESSED FOR THE LESSOR BY:**

Signature: 

Name: GRACE ALVAREZ

Title: OFFICE MANAGEMENT LIAISON

Date: SEPTEMBER 7, 2017

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 (SEP 2015)**

The Premises are described as follows:

A. Office and Related Space: 15,443 rentable square feet (RSF), yielding 13,240 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 12th floor and known as Suite 1200, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 16.64 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.

C. INTENTIONALLY DELETED

**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 in the Premises. 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: 0 structured/inside or surface/outside parking spaces are required for the exclusive use of the Government. The Lessor shall provide such parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Additional parking conditions are included in this Lease in Paragraph 7.03.

B. INTENTIONALLY DELETED

**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:

Period	Shell Rent <sup>1</sup>	Tenant Improvements Rent <sup>2</sup> (Annual Rent)	Operating Costs <sup>3</sup> (Annual Rent)	Total Annual Rent
12/1/2017 – 11/30/2018	\$1,127,202.70	\$ 110,647.00	\$169,162.00	\$1,407,011.70
12/1/2018 - 11/30/2019	\$1,127,202.70	\$ 110,647.00	\$173,391.05	\$1,411,240.75
12/1/2019 - 11/30/2020	\$1,127,202.70	\$ 110,647.00	\$177,725.83	\$1,415,575.53
12/1/2020 - 11/30/2021	\$1,127,202.70	\$ 110,647.00	\$182,168.97	\$1,420,018.67
12/1/2021 - 11/30/2022	\$1,127,202.70	\$ 110,647.00	\$186,723.20	\$1,424,572.90
12/1/2022 - 11/30/2023	\$1,262,328.98	\$ 110,647.00	\$191,391.28	\$1,564,367.26
12/1/2023 - 11/30/2024	\$1,262,328.98	\$ 110,647.00	\$196,176.06	\$1,569,152.04
12/1/2024 - 11/30/2025	\$1,262,328.98	\$ 110,647.00	\$201,080.46	\$1,574,056.44
12/1/2025 - 11/30/2026	\$1,262,328.98	\$ 110,647.00	\$206,107.47	\$1,579,083.45
12/1/2026 - 11/30/2027	\$1,262,328.98	\$ 110,647.00	\$211,260.16	\$1,584,236.14

Rental Rate Summary Table

Period	Shell Rent (\$/RSF)	Tenant Improvement Rent (\$/RSF)	Operating Costs Rent (\$/RSF)
12/1/2017 – 11/30/2018	\$72.991174	\$ 7.164864	\$10.953960
12/1/2018 - 11/30/2019	\$72.991174	\$ 7.164864	\$11.227809
12/1/2019 - 11/30/2020	\$72.991174	\$ 7.164864	\$11.508504
12/1/2020 - 11/30/2021	\$72.991174	\$ 7.164864	\$11.796217
12/1/2021 - 11/30/2022	\$72.991174	\$ 7.164864	\$12.091122
12/1/2022 - 11/30/2023	\$81.741176	\$ 7.164864	\$12.393400
12/1/2023 - 11/30/2024	\$81.741176	\$ 7.164864	\$12.703235
12/1/2024 - 11/30/2025	\$81.741176	\$ 7.164864	\$13.020816
12/1/2025 - 11/30/2026	\$81.741176	\$ 7.164864	\$13.346337
12/1/2026 - 11/30/2027	\$81.741176	\$ 7.164864	\$13.679995

<sup>1</sup>Shell rent calculation: Years 1-5 \$72.99 per RSF multiplied by 15,443 RSF; Years 6-10 \$81.74 per RSF multiplied by 15,443 RSF

<sup>2</sup>Tenant Improvements of \$59.98 are amortized at a rate of 7 percent per annum over 10 years.

<sup>3</sup>Operating Costs rent calculation for Year 1: \$10.95 per RSF multiplied by 15,443 RSF. Operating Costs increase 2.5% annually.

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. 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.

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.

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. INTENTIONALLY DELETED

J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first (1<sup>st</sup>) month of the Lease. Therefore, the first (1<sup>st</sup>) month of the Lease shall be provided at no cost to the Government.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. CBRE, 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 CBRE, Inc. 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 \$117,250.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>ST</sup> Month's Rent.\*

\* 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 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEGAL DESCRIPTION	1	A
FLOOR PLANS	1	B
SECURITY REQUIREMENTS LEVEL I	4	C
GSA FORM 3517B GENERAL CLAUSES	15	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY).	5	E
SEISMIC FORM B	13	F
RIDER TO GSA FORMS 1364, 3516 AND 3517	4	G

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$59.98 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 7 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. 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.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent 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 TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES ( \$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	\$2.98
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	3%

1.10 INTENTIONALLY DELETED

1.11 INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

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 4.92 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 15,433 RSF by the total Building space of 313,943 RSF. The tax parcel number is 3738-011.

1.13 INTENTIONALLY DELETED

1.14 INTENTIONALLY DELETED

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," subsequent to the Lease Term Commencement Date, if the Government 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 \$0.57 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$185.00 per hour, per floor

1.17 INTENTIONALLY DELETED

1.18 INTENTIONALLY DELETED

1.19 INTENTIONALLY DELETED