

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: *MAY 13, 2010* LEASE No. GS-09B-02477

THIS LEASE, made and entered into this date between 100 First Plaza Property LLC  
c/o Beacon Capital Partners

whose address is: 200 State Street, 5<sup>th</sup> Floor  
Boston, MA 02109-2628

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
72,736 rentable square feet (r.s.f.), yielding approximately 60,001 ANSI/BOMA Office Area square feet and related space located on floors 18-21 and 24 at the 100 First Plaza, 100 First Street, San Francisco, CA 94105-2634 as depicted on the attached Exhibit "A": Proposed Floor Plan and Existing Space Layout(the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in whole or in part effective any time after the seventh (7<sup>th</sup>) year of this lease giving at least one hundred and twenty (120) days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2857 and its attachments.
- B. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Sheet no. 1-3 containing Paragraphs 9-26;
- b) The Solicitation For Offers Number 9CA2857 (pages 1-49) (all references to SFO shall also refer to any Special Requirements and Amendments);
- c) [REDACTED] Special Requirements (pages 1-14 & Attachment A);
- d) GSA Form 3517B (pages 1-33 & Rider #1 and Rider #2);
- e) GSA Form 3518 (pages 1-7);
- f) Attachment B: Certificate of Seismic Compliance and ASCE 31 Tier 2 Checklists (9 pages);
- g) Exhibit "A": Proposed Floor Plan and Existing Space Layout (6 pages);
- h) Exhibit "B": Unit Price List (pages 1-2);

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3, and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 26 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: PLEASE SEE ATTACHED SIGNATURE PAGE ATTACHMENT

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF:  
Gerina Hanchillo Los Angeles, CA  
(Signature) (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY Peter Stoeven  
CONTRACTING OFFICER, GSA PETER STOEVEN