

LEASE NO. GS-09P-LCA03317

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

One Embarcadero Center Venture

(Lessor), whose principal place of business is c/o Boston Properties Limited Partnership, Four Embarcadero Center, Lobby Level, Suite One, San Francisco, CA 94111, 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

One Embarcadero Center, 301 Clay Street, San Francisco, CA 94111 *eh*

and more fully described in Section 1 and Exhibit A, together with rights to the use of 133 structured/inside reserved parking spaces 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 a period of:

1 Year, 6 Months Firm,


for the term commencement date of **DECEMBER 1, 2015** and continuing through **NOVEMBER 30, 2016**, subject to termination and renewal rights, in whole or in part, as may be hereinafter set forth.

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:

See Attached
Name: Bob Pester
Title: Regional Manager and Senior Vice President
Entity Name: One Embarcadero Center Venture
Date: 10/8/15

FOR THE GOVERNMENT:


Name: Eileen Khanloo
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 11/06/15

WITNESSED FOR THE LESSOR BY:


Name: Michelle Yip
Title: Associate Counsel
Date: 10/8/15

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: 

[Signature page to Lease No. GS-09P-LCA03317]

ONE EMBARCADERO CENTER VENTURE,
a California general partnership

BY: BOSTON PROPERTIES LLC,
a Delaware limited liability company,
its managing general partner

BY: BOSTON PROPERTIES LIMITED PARTNERSHIP,
a Delaware limited partnership,
its managing member

BY: BOSTON PROPERTIES, INC.
a Delaware corporation,
its general manager

BY:

Title: Regional Manager
and Senior Vice President

(MY)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 0 rentable square feet (RSF), yielding 0 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space.
- B. 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. 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: 133 parking spaces as depicted on the plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 133 shall be structured/inside parking spaces comprised of 98 reserved, secured, fenced-in on their own private Level (D-Level) of the garage, and 35 of the parking spaces shall be on the shared level (C-Level) of the garage comprised of 29 reserved/secured and 6 reserved, and 0 shall be surface/outside parking spaces.
- B. Intentionally Deleted

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	ANNUAL RENT
PARKING	\$678,300.00
TOTAL ANNUAL RENT	\$678,300.00

Parking costs described under sub-paragraph H below

- B. Intentionally Deleted
- 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. Intentionally Deleted
 3. Intentionally Deleted
- H. Parking shall be provided at a rate of \$425.00 per parking space per month (structured/inside).

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 90 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
PARKING PLANS	2	A
GSA FORM 3517B GENERAL CLAUSES	47	B
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	C
LEASE AMENDMENTS ISSUED UNDER RLP AMENDMENT NUMBERS 1, 2, 3, AND 4	7	D

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