

**LEASE NO. GS-09P-LCA03046**Standard Lease  
GSA FORM L201C (October 2012)

This Lease is made and entered into between

**WAREHAM - EPA A CALIFORNIA LIMITED PARTNERSHIP**(Lessor), whose principal place of business is: **1120 NYE STREET, SUITE 400, SAN RAFAEL, CA 94901-2946**, 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 **1337 SOUTH 46TH STREET, RICHMOND, CA 94804-4600**,

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 their appurtenances for the term beginning on **February 1, 2014** as required by this Lease and continuing through **January 31, 2019**, for a period of

**5 YEARS FIRM**

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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

FOR THE

Name:

Name: Eileen Khanloo

Title: MANAGING GENERAL PARTNERTitle: Lease Contracting Officer  
General Services Administration, Public Buildings  
Service**WAREHAM - EPA A CALIFORNIA LIMITED  
PARTNERSHIP**Date: FEBRUARY 3, 2014Date: FEBRUARY 4, 2014**WITNESSED FOR THE LESSOR BY:**Name: CHRISTOPHER D BARLOWTitle: MANAGERDate: FEBRUARY 3, 2014

## 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: 44,950 rentable square feet (RSF), yielding 44,950 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> floor of the Building, as depicted on the site plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 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 (JUN 2012)

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: 45 parking spaces as depicted on the site plan attached hereto as Exhibit A, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 45 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: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

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

	Year 1 2/01/14 – 1/31/15		Year 2 2/01/15 – 1/31/16		Year 3 2/01/16 – 1/31/17		Years 4 - 5 2/01/17 – 1/31/19	
	Annual Rate		Annual Rate		Annual Rate		Annual Rate	
	Annual Rent	per RSF	Annual Rent	Per RSF	Annual Rent	Per RSF	Annual Rent	Per RSF
SHELL RENT <sup>1</sup>	\$1,724,282.00	\$38.36	\$1,778,222.00	\$39.56	\$1,832,162.00	\$40.76	\$1,886,102.00	\$41.96
TENANT IMPROVEMENT RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>2</sup>	\$673,351.00	\$14.98	\$673,351.00	\$14.98	\$673,351.00	\$14.98	\$673,351.00	\$14.98
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>3</sup> (BSAC)	\$27,869.00	\$0.62	\$27,869.00	\$0.62	\$27,869.00	\$0.62	\$27,869.00	\$0.62
PARKING RENT <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$2,425,502.00	\$53.96	\$2,479,442.00	\$55.16	\$2,533,382.00	\$56.36	\$2,587,322.00	\$57.56

<sup>1</sup>Shell rent (Firm Term) calculation: \$38.36 per RSF multiplied by 44,950 RSF FOR YEAR 1; \$39.56 per RSF multiplied by 44,950 RSF FOR YEAR 2; \$40.76 per RSF multiplied by 44,950 RSF FOR YEAR 3; \$41.96 per RSF multiplied by 44,950 RSF FOR YEARS 4 and 5.

<sup>2</sup>Operating Costs rent calculation: \$14.98 per RSF multiplied by 44,950 RSF FOR YEARS 1 THROUGH 5

<sup>3</sup>Building Specific Amortized Capital (BSAC) of \$117,608.00 is amortized at a rate of 7 percent per annum over 5 year firm term.

<sup>4</sup>Parking rental rate is included in the Shell Rent above.

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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 System for Award Management Registration (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 (with the exclusion of water, electricity, gas [for heating], and sewage), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of water, electricity, gas [for heating], and sewage directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

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1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
SITE PLAN	1	A
SECURITY REQUIREMENTS FOR LEVEL II	6	B
SECURITY UNIT PRICE LIST	2	C
AGENCY SPECIAL REQUIREMENTS, DATED MARCH 2013	76	D
GSA FORM 3517B, GENERAL CLAUSES	47	E
ENERGY INDEPENDENCE AND SECURITY ACT ENERGY STAR PROGRESS AND GOALS REPORT	3	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	G
SEISMIC FORM C, BUILDING RETROFIT	1	H

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1.13 PERCENTAGE OF OCCUPANCY

As of the Lease Award Date, the Government's Percentage of Occupancy is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 44,950 RSF by the total Building space of 44,950 RSF.

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1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$14.98 per RSF (\$673,351.00/annum).

**1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy the Premises or vacates the Premises in whole 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 \$7.16 per ABOA SF of Space vacated by the Government; provided, however, that the Government must vacate the entire Premises in order to receive any such rental rate reduction. Should the Government occupy the leased Premises after vacating the Premises, the rental rate will be increased to the rental rate prior to the reduction for vacant premises.

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**1.18 INTENTIONALLY DELETED**

**1.19 BUILDING IMPROVEMENTS**

The Lessor has committed on SEISMIC FORM C (Exhibit H to this Lease) to do a seismic retrofit, and to meet all of the seismic requirements set forth in Section 4.14 of this GSA Form L201C and SEISMIC FORM C. In addition, the Lessor shall [REDACTED] after the Lease Term Commencement Date, which shall be paid for out of the Building Specific Amortized Capital set forth in Section 1.03 of GSA Form L201C.

**1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.