# LEASE NO. GS-09P-LCA03304



**INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201B, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364B, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.**

This Lease is made and entered into between

**D. Miller Properties LLC**

(Lessor), whose principal place of business is One Deer Hill, Morgan Hill, CA 95037, 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

**220 Vineyard Court, Suite 100, Morgan Hill, CA 95037**

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

[redacted] **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:**

[redacted]

Name: [redacted]

Title: Pres

Entity Name: D Miller Properties LLC

Date: 7-22-2015

**FOR THE GOVERNMENT:**

[redacted]

Name: Donald C. Thomas

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/17/2015

**WITNESSED FOR THE LESSOR BY:**

[redacted]

Name: DONNA NELSON 7.22.15

Title: _____

Date: _____

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 (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 9,342 rentable square feet (RSF), yielding 9,223 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the ground floor and known as Suite 100, of the Building, as depicted on the floor plan attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as1.012903 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: 45 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 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: (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 CONSIDERATION (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] | $173,761.20 | $190,109.70 |
| TENANT IMPROVEMENTS RENT[2] | $ 0.00 | $0.00 |
| OPERATING COSTS[3] | $ 84,078.00 | $84,078.00 |
| BUILDING SPECIFIC AMORTIZED CAPITAL(BSAC)[4] | $ 0.00 | $0.00 |
| PARKING[5] | $ 0.00 | $0.00 |
| TOTAL ANNUAL RENT | $257,839.20 | $274,187.70 |

[1]Shell rent calculation:
(Firm Term) $18.60 per RSF multiplied by 9,342 RSF
(Non Firm Term) $20.35 per RSF multiplied by 9,342 RSF
[2]The Tenant Improvement Allowance is N/A
[3]Operating Costs rent calculation: $9.00 per RSF multiplied by 9,342 RSF
[4]Building Specific Amortized Capital (BSAC) is N/A
[5]Parking costs are included in the Shell Rent

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 9,223 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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.

E. 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 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 |
|---|---|---|
| FLOOR PLAN | 1 | A |
| PARKING PLAN | 1 | B |
| AGENCY SPECIFIC REQUIREMENTS | 10 | C |
| SECURITY REQUIREMENTS | 8 | D |
| GSA FORM 3517B GENERAL CLAUSES | 47 | E |
| GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS | 10 | F |

**1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)**

Upon completion and acceptance the Government will reimburse the Lessor for the mutually agreed to design and construction costs of the tenant modifications. It is recognized and understood that the premises are being leased "as-is" except as will be detailed in the post-award documentation for the modifications that will be determined at the DID workshop.

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 INTENTIONALLY DELETED**

**1.12 INTENTIONALLY DELETED**

**1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

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 65.7 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 9,342 RSF by the total suite space of 14,219 RSF.

**1.14 INTENTIONALLY DELETED**

**1.15 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 the actual operating costs incurred in the first year of the Lease. This amount will become the base rate in the second year of the Lease and will be the base for future "Operating Costs Adjustments". There will be no adjustment to the amount paid for the first year Lease operating costs.

**1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or 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 $0.00 per ABOA SF of Space vacated by the Government.

**1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

$35.00 per hour per zone

**1.18 INTENTIONALLY DELETED**

**1.19 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building Improvements:

A. N/A

**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.