

This Lease is made and entered into between

BRE/100 MONTGOMERY L.L.C., (Lessor), whose principal place of business is **100 Montgomery Street, San Francisco, CA 94104-4303** 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

100 Montgomery Street, San Francisco, CA 94104-4303 and more fully described in Section 1 and Exhibit "A" pages 1 through 5, together with rights to the use of 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, 8 Years 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: BRE/100 MONTGOMERY L.L.C.

By: [Redacted Signature]

Name: Frank R. Campbell

Title: Managing Director

Entity Name: BRE/100 Montgomery L.L.C.

Date: 2/17/16

FOR THE GOVERNMENT: US General Services Administration

By: [Redacted Signature]

Name: Deana Morad

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 3/16/2016

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: Danny Kuo
Vice President

Title: Investment & Portfolio Mgmt

Date: 2/17/16

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: 84,185 rentable square feet (RSF), yielding 71,693 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the following full floors: 2nd and 4th and 8th and 9th and the following partial floor: 7th of the Building, as depicted on the floor plans as Exhibit "A" pages 1 through 5, attached hereto and made part hereof.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.1742. This factor, which represents the conversion from ABOA to rentable square feet, 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. 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. All devices such as Antennas, Satellite Dishes, and Related Transmission Devices currently existing in place, either on the rooftop or at any other location on the Premises shall remain in place and shall not be subject to relocation or removal unless requested by the Government.

2. The Government shall have the right to affix additional security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope at no additional cost. The installation of additional equipment and devices shall be subject to space availability, code compliance, state and local governmental approvals, screening and aesthetic requirements and the right of other tenants (if any), and shall not interfere with the Building's systems or warranties. All costs associated with the purchase, installation and maintenance of such equipment shall be the responsibility of the Government.

1.03 RENT AND OTHER CONSIDERATION (APR 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:
Years 1 through 5

| | Firm Term | Non Firm Term | Non Firm Term | Firm Term | Firm Term |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Annual Rent Year 1 | Rent per SQ FT Year 1 | Annual Rent Year 2 | Rent per SQ FT Year 2 | Annual Rent Year 3 | Rent per SQ FT Year 3 | Annual Rent Year 4 | Rent per SQ FT Year 4 | Annual Rent Year 5 | Rent per SQ FT Year 5 |
| Shell Rent ¹ | \$4,074,554.00 | \$48.40 | \$4,158,739.00 | \$49.40 | \$4,242,924.00 | \$50.40 | \$4,327,109.00 | \$51.40 | \$4,411,294.00 | \$52.40 |
| Tenant Improvements rent ² | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 |
| Operating Costs ³ | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 |
| Building Specific Amortized Capital ⁴ | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 |
| Parking | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Annual Rent | \$5,425,723.25 | \$64.45 | \$5,509,908.25 | \$65.45 | \$5,594,093.25 | \$66.45 | \$5,678,278.25 | \$67.45 | \$5,762,463.25 | \$68.45 |

Years 6 through 10

| | Firm Term | Non Firm Term | Non Firm Term | Non Firm Term | Non Firm Term |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| | Annual Rent Year 6 | Rent per SQ FT Year 6 | Annual Rent Year 7 | Rent per SQ FT Year 7 | Annual Rent Year 8 | Rent per SQ FT Year 8 | Annual Rent Year 9 | Rent per SQ FT Year 9 | Annual Rent Year 10 | Rent per SQ FT Year 10 |
| Shell Rent ¹ | \$4,495,479.00 | \$53.40 | \$4,579,664.00 | \$54.40 | \$4,663,849.00 | \$55.40 | \$5,136,968.70 | \$61.02 | \$5,221,153.70 | \$62.02 |
| Tenant Improvements rent ² | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 | \$388,934.70 | \$4.62 | \$00.00 | \$00.00 | \$00.00 | \$00.00 |
| Operating Costs ³ | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 | \$962,234.55 | \$11.43 |
| Building Specific Amortized Capital ⁴ | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 | \$00.00 |
| Parking | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total Annual Rent | \$5,846,648.25 | \$69.45 | \$5,930,833.25 | \$70.45 | \$6,015,018.25 | \$71.45 | \$6,099,203.25 | \$72.45 | \$6,183,388.25 | \$73.45 |

¹Shell rent calculation: Firm Term dollar per RSF stepped annually as indicated in the Table above multiplied by 84,185 RSF.

²The Tenant Improvement Allowance of \$36.94 is amortized at a rate of 0.00% percent per annum over 8 years.

³Operating Costs rent calculation: \$11.43 per RSF multiplied by 84,185 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 is included in TIA.

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent for the first two (2) months of the lease term (Months 1-2) shall be fully abated and free to the Government. The annual stepped rental adjustments are in addition to and not in lieu of annual adjustments to the rental rate for changes in operating expenses and the Government's responsibility for its percentage occupancy share of increases in real estate taxes.

C. 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, and as set forth above, and as described in Section 1.09, *Tenant Improvement Rental Adjustment*, subsequent to the Lease Award Date.

D. If the Lease is in force for any partial calendar month, then rent shall be prorated based on the actual number of days the lease is in force.

E. 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 in SAM.

F. 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 provided that the costs for Tenant Improvements including furniture move costs as described in Subparagraph 4 below shall be paid for by the Government by application of the Tenant Improvement Allowance or by lump sum payment in accordance with Section 1.09 below.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all supplies, materials, labor, equipment, 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 inspection fees, modifications, repairs, replacements of all items provided by the Lessor under this Lease, and improvements required to be made thereto to meet the requirements of this Lease.

4. As it pertains to Tenant Improvements, the Lessor shall move and re-install furniture, including systems furniture, including disassembly and reassembly of the furniture as necessary, to its current location unless otherwise directed by the Government-Provided DIDs or GSA LCO. The Lessor shall be responsible for storage and safety of all furniture parts during TIs work completion. In the event any systems furniture part is missing, the Lessor shall replace the missing part.

5. The Government shall be responsible for disconnection and reconnection of all electrical, telecommunications and computer equipment, and for removal and return of all personal items, as necessary.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)
THIS SECTION HAS BEEN DELETED.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, *in whole floors* effective at the end of either the 8th year or the end of the 9th year by providing not less than 120 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 RENEWAL RIGHTS (SEP 2013)
THIS SECTION HAS BEEN DELETED.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|--|----------------------|---------|
| FLOOR PLANS | 5 | A |
| AGENCY SPECIAL REQUIREMENTS [REDACTED] AND [REDACTED] | 86 -80.74 (15&75) | B |
| ACM MANAGEMENT PLAN (INCORPORATED BY REFERENCE) | N/A 1 | C |
| SECURITY REQUIREMENTS LEVEL II | 8 | D |
| GSA FORM 3517B, GENERAL CLAUSES | 47 | E |
| GSA FORM 3518, REPRESENTATION AND CERTIFICATION | 12 | F |
| GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY) | 2 | G |
| SEISMIC FORM B EXISTING BUILDING | 13 -16 | H |
| LEED CI SCORE CARD FOR THE 4 TH FLOOR | 2 | I |
| ENERGY STAR | 1 | J |

1.08 TENANT IMPROVEMENT ALLOWANCE AND BSAC (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease includes the Building Specific Amortized Capital (BSAC) and is the total amount of \$3,110,069.21. 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 0.00% percent.

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. 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 free rent or may retain such unused portion of the TIA for its future use at its sole discretion. The unused portion of TIA shall be reconciled by Lease Amendment.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA.

C. 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.

1.10 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) | 3% |
| LESSOR'S PROJECT MANAGEMENT FEE (% OF TI DESIGN AND CONSTRUCTION COSTS) | 4% |

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

THIS SECTION HAS BEEN DELETED.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

THIS SECTION HAS BEEN 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 19.7094% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 84,185 RSF by the total Building space of 427,132 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$2,004,846.18. Tax adjustments shall not occur until the tax year following lease commencement has passed.

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 \$11.43 per RSF (\$962,234.55/annum).

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 \$2.50 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:"

- \$250.00 per hour per zone
- No. of zones: 3 (2-4 floors, 5-7 floors, 8-10 floors)
- \$600.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. The 24-Hour HVAC shall be provided to the space as described in Agency's Special Requirements for the [redacted] and [redacted]. The space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room.
- B. The 24 hour cooling service shall be provided by the Lessor through separately installed metering units, and shall be paid by the Government based on monthly billing submitted by the Lessor, of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. The hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. The Lessor shall submit monthly invoices, in arrears to designated representative to be established by the Government after the lease commencement.

1.19 BUILDING IMPROVEMENTS (SEP 2012)
THIS SECTION HAS BEEN DELETED.

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.