LEASE NO. GS-09P-LCA03411

Standard Lease
GSA FORM L201C (September 2014)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L201C, 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 1364C, 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

Lessor's Name Brickman 550 Kearny LLC, a Delaware Limited Liability Company,

whose principal place of business is 712 Fifth Avenue, 6th Floor, New York, NY 10019-4108

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

[Address] 550 Kearny Street, San Francisco, CA 94108-2527

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: Kathleen Cayton
Title: Authorized Representative
Entity Name: Brickman 550 Kearny LLC
Date: 8/6/15

FOR THE GOVERNMENT:

[redacted]

Name: Lalaine Flores Mackey
Title: Lease Contracting Officer
Entity: General Services Administration, Public Buildings Service
Date: 8/20/2015

WITNESSED FOR THE LESSOR BY:

[redacted]

Name: Monica Mackenzie
Title: IT Mgr/CO
Date: 8/6/15

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.

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: **8,551** rentable square feet (RSF), yielding **7,639** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **first** floor(s) and known as Suite(s) **100**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **11.94** 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: two **(2)** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the use of the Government, of which **2** shall be structured/inside 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:

	YEAR 1	YEARS 2-3	YEARS 4-6	YEARS 7-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$ 279,503.69	$ 419,255.53	$ 474,837.03	$ 538,969.53	$ 620,204.03
TENANT IMPROVEMENTS RENT[2]	$ 33,348.90	$ 50,023.35	$ 50,023.35	$ 50,023.35	$ -
OPERATING COSTS[3]	$ 63,391.41	$ 95,087.12	$ 95,087.12	$ 95,087.12	$ 95,087.12
PARKING[4]	$ 9,500.00	$ 9,500.00	$ 9,500.00	$ 9,500.00	$ 9,500.00
TOTAL ANNUAL RENT	$ 385,744.00	$ 573,866.00	$ 629,447.50	$ 693,580.00	$ 724,791.15

[1]Shell rent calculation:
(Firm Term, Years 1) $49.03 per RSF multiplied by 8,551 RSF less four (4) months of free rent (inclusive of Shell Rent, Operating Cost and Tenant Improvement Allowance)
(Firm Term, Years 1-3) $49.03 per RSF multiplied by 8,551 RSF
(Firm Term, Years 4-6) $55.53 per RSF multiplied by 8,551 RSF
(Firm Term, Years 7-10) $63.03 per RSF multiplied by 8,551 RSF
(Non Firm Term, Years 11-15) $72.53 per RSF multiplied by 8,551 RSF
[2]The Tenant Improvement Allowance of $499,896 is amortized at a rate of zero (0) percent per annum over 10 years.
[3]Operating Costs rent calculation: $11.12 per RSF multiplied by 8,551 RSF
[4]Parking costs is $4,750/space/annum for two (2) spaces

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 is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **7,639** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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 subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

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. 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.

H. Parking shall be provided at a rate of **$4,750** per parking space per annum (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 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 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(S)	1	A
PARKING PLAN(S)	2	B
AGENCY SPECIAL REQUIREMENTS	49	C
SECURITY REQUIREMENTS FOR LEVEL II	7	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	F

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is **$65.44** per ABOA SF. 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 **zero (0)** 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 a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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;
3. Negotiate an increase in the rent.

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)	**$3.00**
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	**5%**

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 **4.42** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **8,551** RSF by the total Building space of **193,291** 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 **$4.63**. 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 **$11.12** per RSF (**$95,087.12**/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 **$1.00** per ABOA SF of Space vacated by the Government.

1.17 INTENTIONALLY DELETED

1.18 INTENTIONALLY DELETED

1.19 INTENTIONALLY DELETED

1.20 INTENTIONALLY DELETED

1.21 ADDITIONAL REVISIONS AS PART OF NEGOTIATIONS

A. Lease Paragraph 3.22, Ceilings – Offered ceiling height of is 11 feet is acceptable, subject to the modifications requested as part of the Tenant Improvements.

B. Lease Paragraph 3.39, Restrooms – Existing restrooms are determined to be sufficient and will be retained but subject to modifications as required by City Codes.

C. Lease Paragraph 3.41, Janitor's Closet – The existing custodial closet located at the Basement Level of the building which is used to service the Premises is determined to be sufficient.

D. Lease Paragraph 6.12, Maintenance of Common Areas – The common areas will be painted every three(3) years and the cyclical painting will be moved to every six (6) years as part of offered pricing structure.

E. Wheelchair Lift Service Contract shall be part of the Lessor's Operating Cost.