

**LEASE NO. GS-11P-LDC00237**

Global Lease  
GSA FORM L100 (03/2016)

This Lease is made and entered into between

**Terreno V Street LLC**

(Lessor), whose principal place of business is 101 Montgomery Street, Suite 200, San Francisco, California 94104, 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

**3030-3070 V Street, NE, Washington, DC 20018**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking lot P-1 (parcel 4365, lot 0805), the alleyway between the Building and parking lot P-1 (parcel 4365, lot 0804) and other areas as set forth herein, to be used for such office, warehouse and related purposes as determined by GSA.

**LEASE TERM**

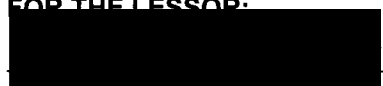
To Have and To Hold the said Premises with its appurtenances for the term beginning on February 13, 2016, and continuing for a period of


**10 Years, 5 Years Firm,**

subject to termination and renewal rights 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:**

  
Name: GREGORY N SPENCER  
Title: VICE PRESIDENT  
Entity Name: TERRENO V STREET LLC  
Date: 9/12/16

  
Name: Theresa Singleton  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 10/6/16

**WITNESS:**

  
Name: Koss Giggio  
Title: Associate  
Date: 9/12/16

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 (SEP 2015)

The Premises are described as follows:

A. Office, Warehouse and Related Space: A total of 106,558 rentable square feet (RSF), yielding 104,661 ANSI/BOMA Office Area (ABOA) square feet (SF) of office, warehouse and related Space, consisting of approximately 17,036 RSF, yielding approximately 16,188 ABOA SF, of office Space and approximately 89,522 RSF, yielding approximately 88,473 ABOA SF, of warehouse Space, located on the first (1<sup>st</sup>) and second (2<sup>nd</sup>) floors 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 1.812519 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.

C. Notwithstanding any other provision of this Lease, the Government accepts the Premises, including the building shell and tenant improvements in their existing condition, except for the building improvements identified in Section 1.18 of this Lease and where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses. Government hereby accepts that the existing elevator/lift is in compliance with ABAAS.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the 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: The Government shall continue to have the exclusive use of Lot P-1, as depicted on the plan attached hereto as Exhibit B, at no additional cost to the Government.

B. Alleyway: The Government shall continue to have the exclusive use (subject to existing easements) of the alleyway (parcel 4365, lot 0804), as depicted on the plan attached hereto as Exhibit B, at no additional cost to the Government.

#### C. Delivery Route:

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

#### D. Delivery Ramps:

- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

- E. 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.
- F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015)**

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

	LEASE TERM COMMENCEMENT DATE TO LEASE AWARD DATE	LEASE AWARD DATE TO FEBRUARY 12, 2021	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$1,490,746.42	\$1,490,746.42	\$1,490,746.42
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$83,245.20	\$ 83,245.20	\$0.00
OPERATING COSTS <sup>3</sup>	\$230,698.07 <sup>4</sup>	\$ 269,591.74	\$ 269,591.74
UTILITY COSTS <sup>5</sup>	\$106,558.00	\$106,558.00	\$106,588.00
<b>TOTAL ANNUAL RENT</b>	<b>\$1,911,247.69</b>	<b>\$1,950,141.36</b>	<b>\$1,866,896.16</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$13.99 per RSF multiplied by 106,558 RSF  
 (Non Firm Term) \$13.99 per RSF multiplied by 106,558 RSF

<sup>2</sup>Tenant Improvements of \$416,226.00 are amortized at a rate of 0 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$2.53 per RSF multiplied by 106,558 RSF

<sup>4</sup>The annual rent for Operating Costs from the Lease Term Commencement Date to the Lease Award Date is reduced by \$38,893.67 to account for the time period where janitorial services were not provided

<sup>5</sup>Utility Costs rent calculation: \$1.00 per RSF multiplied by 106,558 RSF

- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED

F. 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.

G. 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 and active in SAM.

H. 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.

- I. INTENTIONALLY DELETED
- J. INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)**

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment of \$165,264.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment of \$165,264.53 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government shall have the one-time right to terminate this Lease, in whole or in part, effective February 13, 2021, by providing not less than 270 days' prior written notice to the Lessor. No rental shall accrue after the effective date of termination.

**1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
SITE PLAN/PARKING PLAN	1	B
TENANT IMPROVEMENTS SCOPE OF WORK	1	C
OFFICE UPGRADES REQUIREMENTS	2	D
WAREHOUSE POWER UPGRADE REQUIREMENTS	1	E
GSA FORM 1217 LESSOR'S ANNUAL COSTS	1	F
GSA FORM 3517B GENERAL CLAUSES	46	G
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	H
SMALL BUSINESS SUBCONTRACTING PLAN	11	I

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)**

A. The Lessor has agreed to a total TI turnkey pricing of \$416,226.00 based on the building improvements listed in Section 1.18 and the Tenant Improvements Scope of Work and design schematic included in Exhibits C, D and E. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of 0 percent per year.

B. INTENTIONALLY DELETED

C. The Government may elect to make lump sum payments for any or all work covered by the TI scope. That part of the TI 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 TI. If the Government elects to make a lump sum payment for the TI after occupancy, the payment of the TI by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED**

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED**

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED**

**1.12 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 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 106,558 RSF by the total Building space of 106,558 RSF.

**1.13 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$218,443.90 (\$2.05 per RSF). Tax adjustments shall not occur until after the first full tax year following lease commencement (i.e. the fiscal 2017 tax year which occurs from October 1, 2016 until September 30, 2017) has passed. The real estate taxes subject to adjustment include Lot #'s 0032, 0804 and 0805.

**1.14 OPERATING COST BASE (SEP 2013)**

- A. The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs, excluding the base for electricity, gas and water, shall be \$2.53 per RSF (\$269,591.74/annum) (Operating Costs Base).
- B. In addition to the Operating Cost Base, the Lessor's base for utilities (electricity, gas and water) shall be \$1.00 per RSF (\$106,558.00/annum) (Utilities Base), which shall be reconciled at the end of each lease year in accordance with section 7.02 of this Lease.

**1.15 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 office Space 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 \$1.50 per ABOA SF of Space vacated by the Government.

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

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

- \$ 49.00 per hour for the entire Office Space.

**1.17 ~~24-HOUR HVAC REQUIREMENT (SEP 2014)~~ INTENTIONALLY DELETED**

**1.18 BUILDING IMPROVEMENTS (SEP 2012)**

Within 90 days of the Lease Award Date, the Lessor shall complete the following Building improvements. Together with the tenant improvements identified in Exhibits C, D & E, these building improvements are the only work items to be completed by the Lessor as part of the initial build-out:

- A. Repair restroom drain traps and ensure no gasses, fumes and/or odors are escaping into the Space;
- B. Install new gravel covering the rear alley;
- C. Repair leaks affecting the second floor office space;
- D. Inspect all heating/ventilation equipment in the warehouse and ensure it is fully operational and in good working order;
- E. Perform pest control throughout the Space;
- F. Lessor shall complete Part B of the GSA Form 12000-WH (engineer report) within 10 days of the Lease Award Date. Any Findings and Recommendations noted on the engineer report shall become Lease obligations contingent upon review and approval by the GSA regional Fire Protection Engineer at no additional cost to the Government.

**1.19 ~~HUBZONE SMALL BUSINESS CONCERNS-ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED**