

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: February 1, 2011

LEASE No. GS-09B-02741

THIS LEASE, made and entered into this date between **CFRI/Urban 901 Market, L.L.C., A Delaware Limited Liability Company**

whose address is: CFRI/Urban 901 Market, L.L.C. c/o Commonfund Realty Inc.
15 Old Danbury Road
Wilton, Connecticut 06897-0812

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
42,811 rentable square feet (r.s.f.), yielding approximately 33,658 ANSI/BOMA Office Area square feet and related space located on the 2nd, 3rd, 4th, and 5th Floors (Suites 220, 300, 400, 405, 410, 560, and 570) as shown on attached Exhibit A at 901 Market, San Francisco, CA, 94103, together with 4 structured parking spaces to be used for SUCH PURPOSES AS REASONABLY DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. The Government shall pay the Lessor annual rent of \$958,642.00 at the rate of \$79,886.83 per month in arrears for years 1-5 of the lease term and an annual rent of \$1,217,908.00 at a rate of \$101,492.33 per month in arrears for years 6-10 of the lease term. The rent shall consist of shell rental rate (\$9.68/RSF for years 1-5 of the lease term and \$15.68/RSF for years 6-10 of the lease term), the operating costs (the base year operating cost is \$12.32/RSF), and parking (annual rate of \$4,200 per space for years 1-5 of the lease term and an annual rate of \$4,800 per space for years 6-10 of the lease term. The actual tenant improvement amount to be amortized into the rent will be memorialized in a subsequent Supplemental Lease Agreement. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

CFRI/Urban 901 Market, L.L.C.
c/o Commonfund Realty Inc.
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4. The Government may terminate this lease in whole or in part effective any time after the fifth (5th) year of the lease term by giving at least 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. OCA2227 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Sheet no. 1-3 containing paragraphs 9-24;
- b) The Solicitation For Offers Number OCA2227 (pages 1-48) (all references to SFO shall also refer to any Special Requirements and Amendments);
- c) GSA Form 3517 (pages 1-33);
- d) GSA Form 3518 (pages 1-7);
- e) Exhibit A: Floor Plans and Space Layout (pages 1-8)

8. The following changes were made in this lease prior to its execution:

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

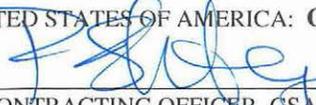
LESSOR: **CFRI/Urbán 901 Market, L.L.C., A Delaware Limited Liability Company**

BY  _____ (Signature) _____ (Signature)

IN PRESENCE OF:

 _____ (Signature) 15 Old Danbury Rd, W. Haver, CT _____ (Address)

UNITED STATES OF AMERICA: **GENERAL SERVICES ADMINISTRATION, Public Buildings Service:**

BY  _____ (Signature)
CONTRACTING OFFICER, GSA PETER SHTEYN

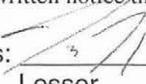
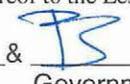
- B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

- 18. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation of such improvements.**
- 19. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
- 20. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's prior written consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability and shall have no rights or remedies in connection therewith.
- 21. **RELOCATION OF TENANT AGENCY:** It has been agreed upon by the Lessor, GSA, and the Federal Labor Relations Authority (FLRA) that the Lessor may relocate FLRA to another comparable suite within the building. All costs associated with and incurred from the relocation shall be at the sole cost and expense of the Lessor.
- 22. **ROOF USE:** Notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease, the Government's right to install security equipment, communications equipment, antennae, or other similar equipment to the roof, parapet, or building envelope is subject to space availability, code compliance, and the rights of other tenants. The Government agrees to cooperate with the Lessor with respect to all aspects of such placements on the rooftop. Installation and use of such equipment shall be subject to the Government's obtaining and providing to the Lessor all required governmental approvals and shall not interfere with the building's systems or other tenants' use of the roof or their premises. If the Government's installation of any security equipment, communications equipment, antennae, or other similar equipment on the roof, parapet, or building envelope causes damage to the roof, parapet, building envelope, or any other portion of the building, leased premises, or surrounding areas or to personal property or any person, the Government shall be responsible for any and all associated repair costs and damages, including, but not limited to, costs for repairing the roof, parapet, or building envelope, any interior damage, any damage to personal property, and any injury to a person.

The Government shall pay any out-of-pocket or third party costs incurred by the Lessor in connection with the Government's installation of such equipment or use of the roof. The Government, at its sole cost and expense, shall remove any equipment from the roof, parapet, or building envelope promptly upon expiration or earlier termination of the Lease. Immediately after such removal, the Government, at its sole cost and expense, shall repair any areas affected by such removal and restore the same to substantially the same condition as existed immediately before such removal.

- 23. **SUBLETTING AND ASSIGNMENT:** The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

Assignment or subletting of all or the majority of the Premises to any private sector individuals or businesses shall be subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld. In determining whether to approve of a proposed assignment or sublease to a private sector individual or business, the Lessor shall approve of any creditworthy proposed assignee or sublessee (hereinafter sometimes referred to collectively as "transferee"), as long as the transferee intends to use the space in a manner reasonably compatible with the overall facility in which the Government is located (e.g. for general office uses in an office building or retail uses in a shopping center), all as reasonably determined by the Lessor. For purposes of this Lease, "creditworthiness" shall be defined to mean a transferee who the Lessor has reasonably determined has a financial condition which will allow such transferee to afford the rent and other obligations under the Lease as they come due and shall not be confined to proposed transferee(s) with a creditworthiness comparable to that of the United States of America. Any failure of the Lessor to approve or disapprove of a proposed subletting or assignment within fifteen (15) calendar days of the date that the Government sent written notice thereof to the Lessor shall

Initials:  & 
 Lessor & Government

be deemed consent by the Lessor to such proposed assignment or subletting.

24. **SUBSTITUTION OF TENANT AGENCY:** The Government reserves the right at any time and from time to time to substitute any agency for the agency(ies) named in the solicitation at any time after the offer or during the term of the Lease as to all or any portion of the space, without notice to or the consent of the Lessor under any circumstances whatsoever. However, except as otherwise provided by law (as amended or replaced from time to time) the Government agrees not to substitute any portion of the space to any agency(ies) devoted exclusively to criminal law enforcement, or which (in the reasonable opinion of the Government representatives) would involve foot traffic substantially greater than that already existing in connection with the currently occupied office serving members of the general public without the Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. For purposes of this lease, the degree of estimated non-federal employees foot traffic will be considered by reference to one or more currently occupied offices (selected by the Government for review) of comparable size in San Francisco. An increase will be deemed "substantial" if it would equate to a usage of approximately 120% of the level of use of such typical currently occupied office(s). This paragraph shall not in any way be construed to limit the legitimate association and housing of other Government agency representatives necessary for the performance of its mission.

Initials: JK & TS
Lessor Government