# Moffett Place Building 4

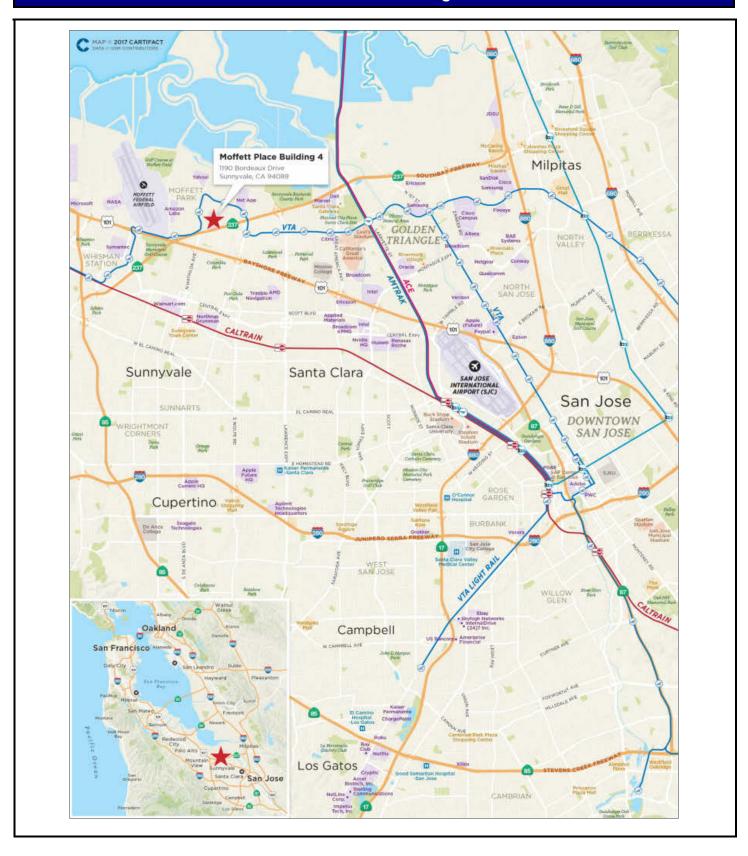


Artist's Rendering





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#### **Mortgage Loan Information**

Mortgage Loan Seller(1): **GACC** Original Principal Balance(2): \$70,000,000 Cut-off Date Principal Balance<sup>(2)</sup>: \$70,000,000 % of Pool by IPB: Loan Purpose: Refinance Borrower: MP B4 LLC Sponsor(3): Joseph K. Paul Interest Rate: 3.63650% Note Date: 8/3/2017 **Maturity Date:** 8/6/2027 Interest-only Period: 60 months **Original Term:** 120 months Original Amortization<sup>(4)</sup>: 360 months **Amortization Type:** IO-Balloon Call Protection(5): L(26), Def(87), O(7)

Additional Debt:

Lockbox / Cash Management:

**Additional Debt Balance:** \$57.000.000 / \$98.000.000 Additional Debt Type: Pari Passu / Mezzanine Loan

Hard / In Place

#### **Property Information**

Single Asset / Portfolio: Single Asset

Fee

Property Type - Subtype: Office - Suburban

Net Rentable Area (SF): 314,352 Location: Sunnyvale, CA Year Built / Renovated: 2017 / N/A Occupancy: 100.0% **Occupancy Date:** 10/6/2017

**Number of Tenants:** 2014 NOI(6): N/A 2015 NOI<sup>(6)</sup>: N/A 2016 NOI(6): N/A TTM NOI<sup>(6)</sup>: N/A **UW Economic Occupancy:** 95.0%

**UW Revenues:** \$17.794.328 **UW Expenses:** \$2,240,410 UW NOI: \$15,553,919 UW NCF: \$15,491,048

Appraised Value / Per SF<sup>(7)</sup>: \$309,500,000 / \$985

11/1/2018 **Appraisal Date:** 

Escro	Escrows and Reserves <sup>(8)</sup>							
Initial Monthly Initial								
Taxes:	\$499,913	\$71,416	N/A					
Insurance:	\$0	Springing	N/A					
Replacement Reserves:	\$0	\$0	N/A					
TI/LC:	\$0	\$0	N/A					
Other:	\$30,293,713	\$0	N/A					

Financial Information <sup>(2)</sup>					
Cut-off Date Loan / SF:	\$404				
Maturity Date Loan / SF:	\$367				
Cut-off Date LTV <sup>(7)</sup> :	41.0%				
Maturity Date LTV <sup>(7)</sup> :	37.3%				
UW NCF DSCR <sup>(9)</sup> :	2.29x				
UW NOI Debt Yield:	12.2%				

Sources and Uses								
Sources	Proceeds	% of Total	Uses	Proceeds	% of Total			
Mortgage Loan <sup>(2)</sup>	\$127,000,000	56.4%	Payoff Existing Debt	\$107,948,334	48.0%			
Mezzanine Loan	98,000,000	43.6	Upfront Reserves	30,793,626	13.7			
			Closing Costs	6,985,460	3.1			
			Return of Equity	79,272,579	35.2			
Total Sources	\$225,000,000	100.0%	Total Uses	\$225,000,000	100.0%			

- The Moffett Place Building 4 Whole Loan (as defined below) was co-originated by Deutsche Bank AG, acting through its New York Branch ("DBNY") and Wells Fargo Bank, National Association ("WFB").
- The Moffett Place Building 4 loan is part of a whole loan evidenced by four senior pari passu notes with an aggregate original principal balance of \$127.0 million. The Financial Information presented in the chart above reflects the Cut-off Date balance of the Moffett Place Building 4 Whole Loan (as defined below).
- Joseph K. Paul is the loan sponsor and Paul Guarantor LLC is the nonrecourse carve-out guarantor. See "Loan Sponsor" section below.
- The Moffett Place Building 4 Whole Loan will amortize in accordance with "Annex G Assumed Principal Payment Schedule for the Moffett Place Building 4 Mortgage Loan" in the Prospectus.
- The lockout period will be at least 26 payment dates beginning with and including the first payment date of September 6, 2017. Defeasance of the full \$127.0 million Moffett Place Building 4 Whole Loan is permitted after the date that is the earlier to occur of (i) two years after the closing date of the securitization that includes the last pari passu note to be securitized and (ii) August 3, 2020. The assumed lockout period of 26 payments is based on the expected JPMDB 2017-C7 securitization closing date in October 2017. The actual lockout period may be longer.
- Historical NOI is not available because construction of the property was completed in 2017.

  Represents the "Prospective Market Value Upon Stabilization" Appraised Value which assumes that the borrower's contractual tenant improvement and leasing commission obligations have been fulfilled, that there is no outstanding free rent, that payment of rent has commenced and that the Moffett Place Building 4 property is leased at a market rent level as of November 1, 2018. At origination, the borrower reserved approximately \$30.3 million for outstanding tenant intercements and free rent associated with the Google lease. The "as-Is" Appraised Value is \$269.1 million as of June 13, 2017, which represents a Cut-off Date LTV and Maturity Date LTV of 47.2% and 42.9%, respectively on the Moffett Place Building 4 Whole Loan. In addition, the appraisal concluded a dark value of \$238.9 million as of June 13, 2017, which represents a Cut-off Date LTV and Maturity Date LTV of 53.2% and 48.3%, respectively.
- (8) For a full description of Escrows and Reserves, please refer to "Escrows and Reserves" below.

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(9) The UW NCF DSCR is calculated using the sum of interest and principal payments over the first 12 months following the expiration of the interest-only period based on the assumed principal payment schedule. For more information, please reference "Annex G – Assumed Principal Payment Schedule for the Moffett Place Building 4 Mortgage Loan" in the prospectus.

The Loan. The Moffett Place Building 4 loan is secured by a first mortgage lien on the borrower's fee interest in a 314,352 square foot office building located in Sunnyvale, California. The loan was co-originated by DBNY and WFB, has an outstanding principal balance as of the Cut-off Date of \$127.0 million (the "Moffett Place Building 4 Whole Loan") and is comprised of four senior pari passu notes. Note A-1, the controlling note, and Note A-2, with an aggregate outstanding principal balance as of the Cut-off Date of \$70.0 million, are being contributed to the JPMDB 2017-C7 Trust. The non-controlling Note A-4 has been contributed to the BANK 2017-BNK7 Trust. The Moffett Place Building 4 Whole Loan has a 10-year term and following a five-year interest-only period, will amortize in accordance with the amortization schedule on Annex G to the prospectus. The most recent prior financing of the Moffett Place Building 4 property was not included in a securitization. The relationship between the holders of the Moffett Place Building 4 Whole Loan will be governed by a co-lender agreement as described under the "Description of the Mortgage Pool—The Whole Loans—The Serviced Pari Passu Whole Loans" in the Prospectus.

		Whole Loan Summary		
Notes	Original Balance	<b>Cut-off Date Balance</b>	Note Holder	Controlling Piece
A-1, A-2	\$70,000,000	\$70,000,000	JPMDB 2017-C7	Yes
A-3	25,250,000	25,250,000	DBNY	No
A-4	31,750,000	31,750,000	BANK 2017-BNK7	No
Total	\$127,000,000	\$127,000,000		

The Borrower. The borrowing entity for the Moffett Place Building 4 Whole Loan is MP B4 LLC, a Delaware limited liability company and special purpose entity.

The Loan Sponsor. The loan sponsor is Joseph K. Paul, the founder of Jay Paul Company. The nonrecourse carve-out guarantor is Paul Guarantor LLC, a Delaware limited liability company that is wholly owned by the Jay Paul Revocable Living Trust, of which Joseph K. Paul is trustee and grantor. Jay Paul Company is a privately-held real estate firm based in San Francisco, California that concentrates on the acquisition, development and management of commercial properties throughout California with a specific focus on creating projects for technology firms. Jay Paul Company has developed or acquired over 8.5 million square feet, of institutional quality space with an additional 6.0 million square feet under development, much of which is located near the Moffett Place Building 4 property in Sunnyvale. In addition, Jay Paul Company owns 21 buildings in Moffett Park totaling approximately 5.0 million square feet. Jay Paul Company has built projects for many companies including Apple, Google, Amazon, Motorola, Microsoft, Boeing, Philips Electronics, HP and DreamWorks.

The Property. The Moffett Place Building 4 property is an eight-story, 314,352 square foot, Class A office tower located in Sunnyvale, California approximately 39 miles southeast of the San Francisco central business district. The Moffett Place Building 4 property is 100.0% leased to Google Inc. ("Google") through November 2028. Google took possession of the Moffett Place Building 4 property on August 1, 2017 and is currently constructing its interior improvements. Google is currently in a rent abatement period through October 2018 (which has been fully reserved for). Google is expected to complete its build-out and take occupancy in Fall 2018. The Moffett Place Building 4 property is part of Moffett Place, a 55.25-acre campus containing six 314,352 square foot office buildings, totaling approximately 1.9 million square feet of office space, and a 52,500 square foot amenities building. Google has pre-leased the entirety of the Moffett Place campus. In Phase I of Moffett Place, Google took possession of Buildings 1, 2 and 5. In Phase II, Google took possession of Building 3 (the sister building of the Moffett Place Building 4 property). Building 6 is under construction and Google is expected to occupy it upon completion. The overall parking ratio for Moffett Place is 3.3 spaces per 1,000 square feet of net rentable area within three parking structures and surface parking. Additionally, the top level of one of the parking structures is improved with the High Garden, which features walking and running trails, outdoor volleyball/basketball courts, bocce ball courts, a putting green, and other recreational facilities.

### **Moffett Place Building 4**

The Moffett Place Building 4 property is located within the northern portion of Sunnyvale, California near the intersection of Bayshore Freeway (U.S. Highway 101) and State Highway 237. The Moffett Place Building 4 property is centrally located within 0.75 miles of five Santa Clara Valley Transportation Authority Light rail stations (the Moffett Park, Lockheed Martin, Borregas, Crossman and Fair Oaks stations). According to a third-party market research report, the 2017 estimated population within a three-, five- and 10-mile radius of the Moffett Place Building 4 property was 101,123, 342,356, and 1,320,658, respectively; while the 2017 estimated average household income within a three-, five- and 10-mile radius was \$128,406, \$144,058, \$139,063, respectively.

According to the appraisal, the Moffett Place Building 4 property is located in the Sunnyvale submarket of the Silicon Valley and San Francisco Peninsula office market. As of the first quarter of 2017, the submarket contained approximately 10.9 million square feet of office space exhibiting a vacancy rate of approximately 2.2% and an average asking rental rate of \$51.84 per square foot with an average Class A office asking rental rate of \$58.20 per square foot. According to a third-party market research report, the Moffett Place Building 4 property is located in the Moffett Park office node within Sunnyvale, which contains approximately 6.9 million square feet of 4 & 5 star rated office inventory, exhibiting a vacancy rate of approximately 4.5% and an average asking rental rate of \$61.42 per square foot

Google does not directly lease the amenities building from the borrower. Instead, Google's right to use the amenities building is contained within each individual lease. Google's right to use the amenities building is exclusive during any period when Google leases the property and is non-exclusive for any period of time that an additional tenant leases space at the property in the future. Additionally, the amenities building and the parking structure are part of the common areas, which are owned in fee simple by an owners association, which is wholly owned by the borrower and affiliates of the borrower. The borrower has pledged its ownership interests in the owner's association as collateral for the Moffett Place Building 4 Whole Loan.

The following table presents certain information relating to comparable office leasing for the Moffett Place Building 4 property:

	Office Lease Comparables <sup>(1)</sup>									
Address	Tenant	Lease Date	Tenant SF	Building SF	Term (yrs)	Actual Base Rent PSF	Free Rent (mos)	Tenant Improvement PSF	Lease Type	Rent Steps
Moffett Towers II	Lab126	Mar-2017	350,663	350,663	10	\$47.40	6	\$70.00	New	3.0%
Moffett Gateway	Google, Inc.	Nov-2016	298,924	298,924	11	\$44.40	9	\$70.00	New	3.0%
10900 Tantau Avenue	Panasonic	May-2017	43,034	102,540	5	\$51.00	1	\$0.00	Renewal	3.0%
Tree Farm	Toyota	Mar-2017	96,562	96,562	5.5	\$63.00	NAV	\$0.00	New	3.0%
Moffett Tower II Bldg. 2	NAV	Dec-2016	362,600	362,600	10	\$48.00	6	\$65.00	New	3.0%

(1) Source: Appraisal.

Hist	Historical and Current Occupancy <sup>(1)</sup>								
2014	2014 2015 2016 Current <sup>(2)</sup>								
N/A	N/A	N/A	100.0%						

- Historical occupancy is not available as the property was constructed in 2017.
- (2) Current Occupancy is as of October 6, 2017. Google has taken possession of its space and is currently constructing its interior improvements. Google is currently in a rent abatement period through October 2018. At origination, \$17,046,036 was reserved, which amount represents all future rent credits or abatements under the Google lease.

Tenant Summary <sup>(1)</sup>									
Tenant	Ratings <sup>(2)</sup> Moody's/S&P/Fitch	Net Rentable Area (SF)	% of Total NRA	Base Rent PSF <sup>(3)</sup>	% of Total Base Rent	Lease Expiration Date			
Google <sup>(4)</sup>	Aa2 / AA+ / NA	314,352	100.0%	\$52.33	100.0%	11/30/2028			

- (1) Based on the underwritten rent roll.
- (2) Ratings provided are for the parent company of the entity listed in the "Tenant" field. The parent company of Google does not guarantee the lease.
- (3) Base Rent PSF reflects the average rent over the lease term. Google's current base rent per square foot after its free rent period through October 2018 is \$47.16 (\$14.824.480 annually).
- (4) Google has two seven-year renewal options. The tenant does not have any termination options.

# **Moffett Place Building 4**

	Lease Rollover Schedule <sup>(1)</sup>								
Year	Number of Leases Expiring	Net Rentable Area Expiring	% of NRA Expiring	Base Rent Expiring	% of Base Rent Expiring <sup>(2)</sup>	Cumulative Net Rentable Area Expiring	Cumulative % of NRA Expiring	Cumulative Base Rent Expiring	Cumulative % of Base Rent Expiring
Vacant	NAP	0	0.0%	NAP <sup>(2)</sup>	NAP	0	0.0%	NAP	NAP
2017 & MTM	0	0	0.0	\$0	0.0%	0	0.0%	\$0	0.0%
2018	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2019	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2020	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2021	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2022	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2023	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2024	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2025	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2026	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2027	0	0	0.0	0	0.0	0	0.0%	\$0	0.0%
2028 & Beyon	d 1	314,352	100.0	16,449,061	100.0	314,352	100.0%	\$16,449,061	100.0%
Total	1	314,352	100.0%	\$16,449,061	100.0%				

<sup>(1)</sup> Based on the underwritten rent roll.

<sup>(2)</sup> Base Rent Expiring reflects the average rent over the lease term. The current base rent per square foot after the expiration of the free rent period through October 2018 is \$47.16 or \$14,824,480 annually.

Underwritten Net Cash Flow								
		Per Square	0.(4)					
	Underwritten	Foot	% <sup>(1)</sup>					
Rents In Place <sup>(2)</sup>	\$16,449,061	\$52.33	87.8%					
Vacant Income	0	0.00	0.0					
Total Reimbursements	1,829,948	5.82	9.8					
Other Revenue(3)	451,863	1.44	2.4					
Net Rental Income	\$18,730,872	\$59.59	100.0%					
(Vacancy/Credit Loss)	(936,544)	(2.98)	(5.0)					
Effective Gross Income	\$17,794,328	\$56.61	95.0%					
Total Expenses	\$2,240,410	\$7.13	12.6%					
Net Operating Income	\$15,553,919	\$49.48	87.4%					
Total TI/LC, CapEx/RR	62,870	0.20	0.4					
Net Cash Flow	\$15,491,048	\$49.28	87.1%					

<sup>(1) %</sup> column represents percentage of Net Rental Income for all revenue lines and represents percentage of Effective Gross Income for the remainder of the fields.

Property Management. The Moffett Place Building 4 property is managed by Paul Holdings, Inc., a loan sponsor affiliate.

**Escrows and Reserves.** At loan origination, the borrower deposited \$17,046,036 into a tenant-specific rent concession reserve account, \$13,247,677 into a tenant-specific TI/LC reserve account and \$499,913 into a tax reserve account.

Tax Escrows - On a monthly basis, the borrower is required to deposit 1/12 of the estimated annual real estate taxes, which currently equates to \$71,416, into a tax reserve account.

*Insurance Escrows* - In the event that an acceptable blanket policy is no longer in place, the borrower is required on a monthly basis to escrow 1/12 of annual insurance premiums.

Lease Sweep Reserve - On each due date during the continuance of a Lease Sweep Period (as defined below), the Moffett Place Building 4 Whole Loan documents require the borrower to deposit into the cash management account all excess cash flow after payment of debt service, required reserves and operating expenses into a special rollover reserve until funds accumulated in such reserve equal the applicable Lease Sweep Reserve Threshold. Once funds in the special rollover reserve reach the Lease Sweep Reserve Threshold, all remaining excess cash flow are required to be deposited into a debt service reserve until funds accumulated in such reserve equal the applicable Lease Sweep Reserve Cap.

<sup>(2)</sup> Rents in Place include contractual rents as of October 2018 (\$14,824,840) and a straight line average of contractual rent steps through November 2028 (\$1,624,221).

<sup>(3)</sup> Other Revenue reflects amenities use fee with contractual steps taken through October 2018 plus a straight line average of contractual steps through lease expiration.

# **Moffett Place Building 4**

The "<u>Lease Sweep Reserve Threshold</u>" means, if the Lease Sweep Period was caused by (x) the occurrence of September 6, 2024, (y) a default under the Lease Sweep Lease (as defined below) or (z) the failure of the tenant (or parent company) to be investment grade, an amount equal to \$30.00 per square foot (currently \$9,430,560) and if the Lease Sweep Period was caused by the tenant under the Lease Sweep Lease (as defined below) terminating its lease or going dark in at least 20.0% or more of its rentable area, the product of \$30.00 multiplied by the aggregate amount of terminated or dark leasable square feet space.

The "Lease Sweep Reserve Cap" means, (1) if the Lease Sweep Period was caused by (x) the occurrence of September 6, 2024 or (y) a default under the Lease Sweep Lease (as defined below), an amount equal to \$35.00 per square foot (currently \$11,002,320), (2) if the Lease Sweep Period was caused by the tenant under the Lease Sweep Lease (as defined below) terminating its lease, the product of \$35.00 multiplied by the aggregate amount of terminated leasable square feet space (3) if Lease Sweep Period was caused by the tenant under the Lease Sweep Lease going dark in at least 20.0% or more of its rentable area, the product of \$50.00 multiplied by the aggregate amount of terminated or dark leasable square feet space and (4) if Lease Sweep Period was caused by the downgrade of the tenant under the Lease Sweep Lease (or its parent) below investment grade, an amount equal to \$50.00 per square foot (currently \$15,717,600).

A "Lease Sweep Period" is a period commencing on the first monthly payment date following the earliest to occur of (i) September 6, 2024, (ii) the tenant under a Lease Sweep Lease (or any successor or replacement tenant) cancels or terminates its lease (or gives notice of its intent to do so). (iii) the date on which the tenant under a Lease Sweep Lease "goes dark" in at least 20% of its space (unless the tenant or any sublessee is investment grade rated and paying full unabated rent greater than or equal to the sublessor rent), (iv) upon a default of a tenant under a Lease Sweep Lease, (v) upon the occurrence of an insolvency proceeding of a tenant under a Lease Sweep Lease or (vi) the date on which, with respect to the Google lease, neither Google nor the Google tenant's parent company is an investment grade entity. A Lease Sweep Period will terminate on the earliest to occur of: (1) with respect to a Lease Sweep Period commencing as set forth in clauses (i), (ii), (iii) or (vi) above, one or more replacement leases have been executed and all conditions to such replacement tenants taking occupancy of the space, commencing the payment of full unabated rent have been satisfied and all leasing expenses under the lease have been paid, (2) with respect to a Lease Sweep Period commencing as set forth in clauses (i) or (ii) above, the Lease Sweep Lease has been renewed and all conditions to the payment of full unabated rent have occurred, (3) with respect to a Lease Sweep Period commencing as set forth in clauses (iii) or (vi) above, the tenant under the Lease Sweep Lease is restored to an investment grade entity or the entire space demised under the Lease Sweep Lease in question is subleased to an investment grade entity (and such sublessee has taken possession of such space and commenced payment of full unabated rent thereunder), (4) with respect to a Lease Sweep Period commencing as set forth in clause (iv), the date on which the subject default has been cured and no other default under such Lease Sweep Lease occurs for a period of 3 consecutive months following such cure. (5) with respect to a Lease Sweep Period commencing as set forth in clause (v), the date on which the insolvency proceeding has terminated and the applicable Lease Sweep Lease has been affirmed, assumed or assigned and (6) with respect to with respect to a Lease Sweep Period commencing as set forth in clauses (i) through (iv) and (vi) above, the date funds on deposit in the special rollover reserve and the debt service reserve equals the applicable Lease Sweep Reserve Cap. Additionally, the borrower may prevent the commencement (or terminate the existence) of a Lease Sweep Period by posting a letter of credit with the lender with a face amount equal to the applicable Lease Sweep Reserve Cap.

A "<u>Lease Sweep Lease</u>" means (i) the Google lease or (ii) any lease that is entered into by the borrower in replacement of the Google lease, and that, either individually, or when taken together with any other lease with the same tenant or its affiliates, demises space equal to or greater than the space under the Lease Sweep Lease.

**Lockbox / Cash Management.** The Moffett Place Building 4 loan is structured with a hard lockbox and in-place cash management. The loan documents require the borrower to direct tenants to pay rent directly to a lender-controlled lockbox account and require that all other money received by the borrower or the property manager with respect to the Moffett Place Building 4 property be deposited into the lockbox account by the end of the first business day following receipt. All funds in the lockbox account are required to be swept into a lender-controlled cash management account on a daily basis and applied as provided in the loan documents.

Additional Debt. A mezzanine loan, with an original principal balance of \$98,000,000, was funded concurrently with the funding of the Moffett Place Building 4 Whole Loan. The mezzanine loan accrues interest at a rate of 5.65000%, is coterminous with the Moffett Place Building 4 Whole Loan and is interest-only for the first 60 months of its term, with principal and interest payments thereafter based on the assumed principal payment schedule. The mezzanine loan was co-originated by Athene Annuity and Life Company, Athene Annuity & Life Assurance Company, Midland National Life Insurance Company and CPPIB Credit Investments III Inc. Based on the total combined debt of \$225.0 million, the Cut-off Date LTV, Maturity Date LTV, UW NCF DSCR and UW NOI Debt Yield are 72.7%, 67.2%, 1.16x and 6.9%, respectively. An intercreditor agreement is in place with respect to the Moffett Place Building 4 Whole Loan and the related mezzanine loan.