

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

7/24/12

LEASE No. GS-09B-02478

THIS LEASE, made and entered into this date between CA- THE CONCOURSE LIMITED PARTNERSHIP, a Delaware limited partnership

whose address is: 1740 Technology Drive, Suite 150
San Jose, CA 95110-1313

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:
18,388 rentable square feet (r.s.f.), yielding approximately 15,582 ANSI/BOMA Office Area square feet and related space located on the 2nd Floor at 1735 Technology Drive, San Jose, CA 95110, together with seventeen (17) reserved parking spaces (15 spaces on the 3rd floor in the parking structure and 2 surface parking spaces), to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) years inclusive in accordance with the Paragraph 16 entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth. The actual dates will be established by Supplemental Lease Agreement upon delivery of the space and the Government's acceptance for beneficial occupancy.
3. The Government shall pay the Lessor annual rent in arrears in accordance with the following schedule:
 - Years 1 – 5: total rent of \$716,559.76 per annum at the rate of \$59,713.31 per month in arrears.
 - Years 6 – 10: total rent of \$615,630.24 per annum at the rate of \$51,302.52 per month in arrears.

The rent breakdown is as follows:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate/ RSF	Annual Rent	Annual Rate/ RSF
Shell Rental Rate	\$389,457.84	\$21.18	\$476,800.84	\$25.93
T.I. Rental Rate	\$188,272.52	\$10.2388	\$0	\$0
Operating Cost	\$138,829.40	\$7.55	\$138,829.40	\$7.55
Full Service Rate	\$716,559.76	\$38.97	\$615,630.24	\$33.48

Actual rent will be established by Supplemental Lease Agreement upon delivery of the space and the Government's acceptance of beneficial occupancy. Rent for a lesser period shall be prorated. Rent checks shall be payable to:

CA- THE CONCOURSE LIMITED PARTNERSHIP, a Delaware limited partnership
c/o EQUITY OFFICE
P. O. BOX 601054
DEPARTMENT 15264
PASADENA, CA 91189-1054

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15 day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. As of January 1, 1999, all rental payments MUST

4. The Government may terminate this lease in whole or in part effective any time after the **fifth** year of this lease 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 including all cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2692, dated 2/28/2011 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph 8.14 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) The Solicitation For Offers Number 9CA2692(pages 1-48) dated 2/28/2011 (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) [REDACTED] Special Requirements:
Summary of Space Requirements – 8 pages, Security Requirements Guidelines – 18 pages;
- c) GSA Form 3517B, General Clauses (pages 1-33);
- d) GSA Form 3518, Representations and Certifications (pages 1-7);
- e) Sheet no. 1-5 containing Paragraphs 9-23;
- f) Unit Costs for Adjustments;
- g) Exhibit A – Floor plan of offered space; Floor Plan – Scheme A - showing 2,467 usable/2,911 rentable square feet of expansion space. This would provide the [REDACTED] with a total of 15,581 usable/18,388 rentable (existing square footage is 13,114 usable/15,477 rentable)

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

Paragraph 5 of this STANDARD FORM 2 was deleted in it's entirety. Paragraphs 9 through 23 have been added. In the event of any conflict between the provisions of this Standard Form 2, including paragraphs 9 – 23 and the rest of the lease, the terms of this Standard Form 2 shall govern.

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

LESSOR: **CA- THE CONCOURSE LIMITED PARTNERSHIP, a Delaware limited partnership**

By: EOP [REDACTED] limited liability company, its general partner

BY _____

Todd R. Hedrick
Senior Vice President-Leasing

(Signature)

IN PRESENCE OF _____

1740 TECHNOLOGY DRIVE #150
SAN JOSE CA 95110

(Address)

LESLAY ROBINSON

ADMINISTRATION, Public Buildings Service: