

This Lease is made and entered into between

Lessor's Name CORNERSTONE PROPERTIES SA, LLC, a California limited liability company

(Lessor), whose principal place of business is [ADDRESS], 1720 South Amphlett Blvd. Suite 110, San Mateo, CA 94402 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 a portion of the Property located at

5401 Old Redwood Highway, Petaluma, CA 94954

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

10 Years, 5 Years 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

Name: Alon Adoni

Title: Member

Entity Name: Cornerstone Properties SA, LLC, A California limited liability company

Date: August 7, 2013

Name: Richard A. Scott

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: AUG 08 2013

WITNESSED FOR THE LESSOR BY:

Name: Michael K. Wagner

Title: Consultant

Date: August 7, 2013

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: 5,635 rentable square feet (RSF), yielding 4,900 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first floor 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 15 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 (JUN 2012)

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 Lessor shall be responsible for providing signage consistent with the [REDACTED] Service Center Sign specifications included in the Agency Specific Requirements Package, as part of the tenant improvement costs. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards and Government signage requirements. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 24 Paved, on-site parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 6 shall be secured (by the Lessor at no additional cost to the Government) parking spaces, and 18 shall be surface/outside 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. [REDACTED] for Government Vehicles: In addition to the on-site parking requirements above, and as provided for in Exhibit A, parking for Government owned vehicles shall comply with the following additional requirements. **Parking areas or spaces for official Government vehicles shall be on-site, paved and secured by means of an enclosed fenced parking area.** The fenced area must be 1.) fully enclosed with a minimum [REDACTED] 2.) accessible to the Government by a [REDACTED], 3.) enclosed with a minimum of [REDACTED] materials and 4.) be well lit, subject to any applicable local ordinances. This parking area shall be assigned for the exclusive access and use by the Government.
- C. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

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

	FIRM TERM ANNUAL RENT MONTHS 1-4	FIRM TERM ANNUAL RENT MONTHS 5-60	NON FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$0	\$57,251.60	\$122,730.30
TENANT IMPROVEMENTS RENT ²	\$0	\$45,530.80	\$ 0
OPERATING COSTS ³	\$0	\$22,314.60	\$22,314.60
BUILDING SPECIFIC SECURITY ⁴	N/A		N/A
PARKING ⁵	N/A		N/A
TOTAL ANNUAL RENT	\$0	\$125,097.00	\$145,044.90

¹Shell rent (Firm Term) calculation: \$10.16 per RSF multiplied by 5,635 RSF
²This is a turn-key lease. Lessor agreed to provide TI for \$8.08 per RSF multiplied by 5,635 RSF for 5 years.
³Operating Costs rent calculation: \$3.96 per RSF multiplied by 5,635 RSF

In instances where the Lessor amortizes either the TI or Building Specific Security 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 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 5.121 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. 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.

D. 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). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

E. 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.

1.04 INTENTIONALLY DELETED (DEC 2012)

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 90 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 (AUG 2011)

1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)

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)	1	B
AGENCY SPECIFIC REQUIREMENTS, SPACE INFORMATION, ASRP-SPACE LAYOUT GUIDE	1	
ADDITIONAL [REDACTED] SPECIAL REQUIREMENTS WITH QUANTITIES	1	
AGENCY SPECIFIC REQUIREMENTS, USDA/OCIO/ITS REQUIREMENTS	6	
AGENCY SPECIFIC REQUIREMENTS - ADDENDUM, DATA/VOICE REQUIREMENTS	5	
[REDACTED] SERVICE CENTER SIGN GUIDE	33	
SECURITY REQUIREMENTS FOR LEVEL 1	2	C
UNIT PRICE LIST	1	D
GSA FORM 3517B GENERAL CLAUSES	46	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	18	
SMALL BUSINESS SUBCONTRACTING PLAN	NA/	N/A
AMENDMENTS TO RLP	N/A	N/A

1.08 TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEPT 2011)

The Lessor has agreed to total TI pricing of \$201,095.00 based on the Agency Specific Requirements (ASR). This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of 5 percent per year.

The Unit Costs listed in Attachment D will be used to make the adjustment for variances between turnkey pricing based on the agency requirements package and the approved design intent drawings. The prices quoted will also be used to order alterations during the first year of the Lease. The prices quoted shall be the cost to furnish, install, and maintain each item, unless otherwise specified. These prices may be indexed or renegotiated to apply to subsequent years of the Lease upon mutual agreement of the Lessor and the Government. Final rent calculations will be reconciled and the Lease will be amended after acceptance of the Space.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 INTENTIONALLY DELETED (JUN 2012)

1.10 INTENTIONALLY DELETED (DEC 2012)

1.11 INTENTIONALLY DELETED (DEC 2012)

1.12 INTENTIONALLY DELETED (DEC 2012)

1.13 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$3.96 per ABOA SF of Space per year vacated by the Government.

1.14 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$45.00 per hour per zone

No. of zones: 1

\$45.00 per hour for the entire Space.

1.15 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.16 BUILDING IMPROVEMENTS (JUN 2012)

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

None

1.17 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.