

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: 4/8/09

LEASE No. GS-09B-02318

THIS LEASE, made and entered into this date between Carlyle Market Post Tower II, LLC.

whose address is: 1001 Pennsylvania Avenue NW
Suite 220 South
Washington, D.C. 20004

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:
119,729 rentable square feet (r.s.f.), yielding approximately 104,105 ANSI/BOMA Office Area square feet and related space located on the 1,4,5,6,7 and 8 Floors at the Market Post Tower, 55 South Market Street, San Jose, California 95113, together with 33 structured onsite parking spaces located on Levels P3 and P4, as depicted on the attached Floor Plans (Exhibit A) (the "Premises"), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED.
4. The Government may terminate this lease in its entirety effective at any time after the 8th year of the lease by giving at least 120 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Rent accrued for the terminated space shall end on the later to occur of (i) the date specified by the Government as the early termination date in its written notice, or (ii) the day after the Government completely vacates the terminated space, in accordance with the provisions of the Lease.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 33 parking spaces described in Paragraph 1.
 - 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 final construction drawings. Rent is subject to adjustment in accordance with Paragraph 1.9, "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. 7CA2472 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devises 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) The Solicitation For Offers Number 7CA2472 (pages 1-59) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - b) Amendment Number 1 (Page 1), Amendment Number 2 (Page 1); Amendment Number 3 (Page 1)
 - c) GSA Form 3517B (Pages 1-33);
 - d) GSA Form 3518 (Pages 1-7);
 - e) Sheet no. 1-3 containing Paragraphs 9-27;
 - f) Floor Plans (Exhibit "A", Page 1-6).
8. The following changes were made in this lease prior to its execution:
- Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 27 have been added.

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

LESSOR: _____ Carlyle Market Post Tower II, LLC _____

BY W. B. W. y Vice President

(Signature) (Signature)

IN PRESENCE OF:

R. J. M. M. M. 1001 Pennsylvania Ave, NW Washington, Dc

(Signature) (Address)

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

BY B. J. M. M. M.

CONTRACTING OFFICER, GSA

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