

LEASE NO. GS-09B-03121

Succeeding/Superseding Lease GSA FORM L202 (6/12)

This Lease is made and entered into between

Park Center Plaza Investors, L.P.

(Lessor), whose principal place of business is 770 Township Line Road, Suite 150, Yardley, PA 19067, 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 all or a portion of the Property located at

150 Almaden Boulevard, San Jose, CA 95113

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

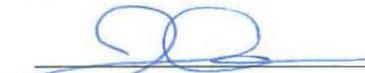
To Have and To Hold the said Premises with its appurtenances for the term beginning on November 1, 2012 and continuing for a period of

10 Years, 7 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease is established for the term beginning on November 1, 2012 through October 31, 2022. The Government may terminate this lease in whole or in part at anytime on or after October 31, 2019 by giving at least 120 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. Upon execution of this lease, GSA Lease Number GS-09B-01216 shall terminate on October 31, 2012.

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: Jonathon Praw

Title: V.P.

Date: 10/30/12

FOR THE GOVERNMENT:



Name: Megan Stefani

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: November 7, 2012

WITNESSED FOR THE LESSOR BY:



Name: Rachel Dean

Title: Office Manager

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	4
1.01 THE PREMISES (SUCCEEDING) (JUN 2012)	4
1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)	4
1.03 RENT AND OTHER CONSIDERATION (JUN 2012).....	4
1.04 TERMINATION RIGHTS (AUG 2011).....	5
1.05 INTENTIONALLY DELETED	5
1.06 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	5
1.07 INTENTIONALLY DELETED	5
1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012).....	5
1.09 ESTABLISHMENT OF TAX BASE (JUN 2012).....	5
1.10 OPERATING COST BASE (AUG 2011)	5
1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	5
1.12 HOURLY OVERTIME HVAC RATES (AUG 2011).....	5
1.13 24-HOUR HVAC REQUIREMENT (APR 2011).....	5
1.14 INTENTIONALLY DELETED	6
 SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS	 6
2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)	6
2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)	6
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012).....	7
2.04 WAIVER OF RESTORATION (APR 2011).....	7
2.05 INTENTIONALLY DELETED	7
2.06 CHANGE OF OWNERSHIP (JUN 2012)	7
2.07 TAX ADJUSTMENT (CALIFORNIA DEVIATION - OCT 1998).....	7
2.08 ADJUSTMENT FOR VACANT PREMISES (APR 2011)	9
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012).....	9
 SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS.....	 9
3.01 WORK PERFORMANCE (JUN 2012).....	9
3.02 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	9
3.03 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	10
3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012).....	10
3.05 CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)	10
3.06 BUILDING SHELL REQUIREMENTS (JUN 2012).....	11
3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	11
3.08 QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	11
3.09 VESTIBULES (SUCCEEDING) (APR 2011)	11
3.10 MEANS OF EGRESS (JUN 2012).....	11
3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012).....	11
3.12 FIRE ALARM SYSTEM (JUN 2012).....	11
3.13 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011).....	12
3.14 ELEVATORS (JUN 2012).....	12
3.15 INTENTIONALLY DELETED	12
3.16 DEMOLITION (JUN 2012)	12
3.17 ACCESSIBILITY (FEB 2007).....	12
3.18 CEILINGS (JUN 2012).....	12
3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	13
3.20 DOORS: IDENTIFICATION (APR 2011).....	13
3.21 WINDOWS (SUCCEEDING) (SEPT 2011).....	13
3.22 PARTITIONS: GENERAL (APR 2011).....	13
3.23 PARTITIONS: PERMANENT (JUN 2012).....	13
3.24 INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011).....	13
3.25 WALL FINISHES – SHELL (SUCCEEDING) (JUN 2012).....	14
3.26 PAINTING - SHELL (JUN 2012)	14
3.27 FLOORS AND FLOOR LOAD (AUG 2011).....	14
3.28 FLOOR COVERING AND PERIMETERS – SHELL (SUCCEEDING) (JUN 2012)	14
3.29 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011).....	14
3.30 BUILDING SYSTEMS (APR 2011)	14
3.31 ELECTRICAL (JUN 2012)	14
3.32 INTENTIONALLY DELETED	15
3.33 DRINKING FOUNTAINS (APR 2011)	15
3.34 RESTROOMS (JUN 2012)	15
3.35 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011).....	15
3.36 JANITOR CLOSETS (SUCCEEDING) (JUN 2012)	15
3.37 HEATING VENTILATION AND AIR CONDITIONING – SHELL (JUN 2012)	15
3.38 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011).....	16
3.39 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012).....	16
3.40 LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)	16
3.41 ACOUSTICAL REQUIREMENTS (JUN 2012)	17

3.42	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012)	17
3.43	INTENTIONALLY DELETED	18
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		18
4.01	INTENTIONALLY DELETED	18
4.02	ACCEPTANCE OF SPACE (SUCCEEDING) (JUN 2012)	18
4.03	AS-BUILT DRAWINGS (JUN 2012)	18
SECTION 5 TENANT IMPROVEMENT COMPONENTS		18
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012)	18
5.02	INTENTIONALLY DELETED	18
5.03	DOORS: INTERIOR (SUCCEEDING) (JUN 2012)	18
5.04	DOORS: HARDWARE (SUCCEEDING) (JUN 2012)	18
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012)	18
5.06	WALL FINISHES (JUN 2012)	19
5.07	PAINTING –TI (JUN 2012)	19
5.08	FLOOR COVERINGS AND PERIMETERS (JUN 2012)	19
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011)	20
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012)	20
5.11	LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (JUN 2012)	20
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		20
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	20
6.02	UTILITIES (APR 2011)	21
6.03	INTENTIONALLY DELETED	21
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012)	21
6.05	HEATING AND AIR CONDITIONING (AUG 2011)	21
6.06	OVERTIME HVAC USAGE (JUN 2012)	21
6.07	JANITORIAL SERVICES (JUN 2012)	21
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011)	22
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012)	22
6.10	INTENTIONALLY DELETED	22
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012)	22
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012)	22
6.13	ASBESTOS ABATEMENT (APR 2011)	23
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	23
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	23
6.16	LANDSCAPING (SUCCEEDING) (JUN 2012)	23
6.17	LANDSCAPE MAINTENANCE (APR 2011)	23
6.18	RECYCLING (JUN 2012)	23
6.19	RANDOLPH-SHEPPARD COMPLIANCE (JUN 2012)	23
6.20	INTENTIONALLY DELETED	23
6.21	INDOOR AIR QUALITY (JUN 2012)	23
6.22	RADON IN AIR (SUCCEEDING) (JUN 2012)	24
6.23	RADON IN WATER (JUN 2012)	25
6.24	HAZARDOUS MATERIALS (OCT 1996)	25
6.25	MOLD (AUG 2008)	25
6.26	OCCUPANT EMERGENCY PLANS (APR 2011)	26
6.27	INTENTIONALLY DELETED	26
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		26
7.01	SECURITY STANDARDS (JUN 2012)	26

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. Office and Related Space: **24,120** rentable square feet (RSF), yielding **21,875** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 8th, 9th, and a portion of the 4th floor(s), as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as **10.2629%** 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 Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **5** parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 5 shall be secured/inside parking spaces.
- B. 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	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$630,255.60	\$718,534.80
TENANT IMPROVEMENTS RENT ²	\$ 0	\$ 0
OPERATING COSTS ³	\$166,910.40	\$166,910.40
BUILDING SPECIFIC SECURITY ⁴	\$ 0	\$ 0
PARKING ⁵	\$ 15,000.00	\$ 16,000.00
ANTENNA/ROOF	\$7,900.00	\$8,200.00
TOTAL ANNUAL RENT	\$820,066.00	\$909,645.20

¹Shell rent (Firm Term) calculation: \$26.13 per RSF multiplied by 24,120 RSF

²The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$6.92 per RSF multiplied by 24,120 RSF

⁴Building Specific Security Costs of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph G below.

- B. Intentionally Deleted
- C. Intentionally Deleted
- D. 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.
- E. 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.
- F. 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. For the purposes of this lease, no tenant improvements are required by the Government prior to lease commencement. Because no new construction or major renovation is occurring, compliance with local code is sufficient in regard to construction standards.

G. Intentionally Deleted

1.04 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 120 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.

1.05 INTENTIONALLY DELETED

1.06 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)	3	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	2	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E

1.07 INTENTIONALLY DELETED

1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 11.86651 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 24,120 RSF by the total Building space of 203,261 RSF.

1.09 ESTABLISHMENT OF TAX BASE (JUN 2012)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$1,042,994.00.

1.10 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.92 per RSF (\$166,910.40/annum).

1.11 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 \$2.00 per RSF of Space vacated by the Government.

1.12 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$75.00 per hour for the entire Space.

1.13 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 \$0.00 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.