STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1D16.601	**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**

DATE OF LEASE: 7/14/2010	LEASE No. GS-09B-02316

THIS LEASE, made and entered into this date between

whose address is: 777 North First Street
Suite 600
San Jose, CA 95112

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:
5,023 rentable square feet (r.s.f.), yielding approximately 4,420 ANSI/BOMA Office Area square feet and related space located on the 4th Floor (Suite 400) at Park Place Building, 96 North Third Street, San Jose, California 95112, together with five (5) onsite inside structured parking spaces, as depicted on the attached Proposed Floor Plan(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 whole or in part effective any time after the fifth year of this lease 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.
   C. Adequate space for telecommunications antennae and transmission devices 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 8CA2682 (pages 1-50) (all references to SFO shall also refer to any Special Requirements and Amendments);
   b) GSA Form 3517B (pages 1-33);
   c) GSA Form 3518 (pages 1-7);
   d) Exhibit "A": Proposed Floor Plan and Existing Space Layout;
   e) Exhibit "B": Unit Costs for Adjustment (1 page);

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 26 have been added.

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

LESSOR: _____

BY _____ (Signature) _____ (Signature)

IN PRESENCE OF:

_____ (Signature) 777 N 1st Street, #600 San Jose, CA 95112 (Address)

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

BY _____
CONTRACTING OFFICER, GSA