

ONE MARKET
San Francisco, California
ANTENNA SITE LEASE

BETWEEN

EOP-ONE MARKET, L.L.C.,
a Delaware limited liability company doing business in California as
EOP-One Market, LLC, a Delaware limited liability company
("LANDLORD"),

AND

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation
("TENANT")

TABLE OF CONTENTS

I.	Basic Lease Information; Definitions.....	1
II.	Lease Grant.....	4
III.	Adjustment of Commencement Date/Possession.....	4
IV.	Rent.....	5
V.	Use.....	6
VI.	Interference.....	7
VII.	Compliance with Laws.....	7
VIII.	Services to be Furnished by Landlord.....	8
IX.	Leasehold Improvements and Financing.....	8
X.	Signs.....	10
XI.	Repairs and Alterations.....	10
XII.	Use of Electrical Services by Tenant.....	12
XIII.	Entry by Landlord.....	12
XIV.	Assignment and Subletting.....	13
XV.	Liens.....	13
XVI.	Indemnity and Waiver of Claims.....	14
XVII.	Tenant's Insurance.....	15
XVIII.	Landlord's Insurance.....	16
XIX.	Casualty Damage.....	17
XX.	Demolition.....	18
XXI.	Condemnation.....	18
XXII.	Events of Default.....	19
XXIII.	Remedies.....	20
XXIV.	Limitation of Liability.....	22
XXV.	No Waiver.....	22
XXVI.	Event of Bankruptcy.....	22
XXVII.	Holding Over.....	24
XXVIII.	Subordination to Mortgages; Estoppel Certificate.....	24
XXIX.	Attorneys' Fees.....	25
XXX.	Notice.....	25
XXXI.	Excepted Rights.....	26

XXXII.	Tenant's Access to the Premises	26
XXXIII.	Surrender of Premises.....	27
XXXIV.	Miscellaneous.....	27
XXXV.	Entire Agreement.	30

OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is made and entered into as of the 22nd day of April, 1998, by and between EOP-ONE MARKET, L.L.C., a Delaware limited liability company doing business in California as EOP-One Market, LLC, a Delaware limited liability company ("Landlord") and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("Tenant" or "City").

I. Basic Lease Information; Definitions.

A. The following are some of the basic lease information and defined terms used in this Lease. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

1. "Additional Base Rental" shall mean any other sums (exclusive of Base Rental) that are required to be paid by Tenant to Landlord hereunder, which sums are deemed to be additional rent under this Lease. Additional Base Rental and Base Rental are sometimes collectively referred to herein as "Rent".
2. "Base Rental" shall mean the annual sum of Forty-Eight Thousand Dollars (\$48,000) payable by Tenant to Landlord in two (2) equal installments of Twenty-Four Thousand Dollars (\$24,000), each payable on or before the first day of each April and October during the Lease Term (as defined herein).
3. "Building" shall mean the forty-three (43) story office tower, the twenty-eight (28) story office tower, the six (6) story base out of which such towers rise, the glass enclosed galleria and a portion of the ground floor of the Southern Pacific Transportation Company General Office Building, together with all appurtenant plazas, subgrade areas and garages bounded by Market, Spear, Mission and Steuart Streets in the City of San Francisco, California, known as One Market.
4. The "Commencement Date," "Lease Term" and "Termination Date" shall have the meanings set forth in subsection I.A.4.a. below:
 - a. The "Lease Term" or "Initial Term" shall mean a period of ten (10) years commencing May 1, 1998, ("Commencement Date"). The "Termination Date" shall, unless sooner terminated as provided herein, mean April 30, 2008. Landlord and Tenant acknowledge that the Lease Term may be extended in accordance with Exhibit F attached hereto.
5. "Premises" shall mean Room #AMZ98 located on the mezzanine of the Spear Tower roof and other locations all as specifically shown on

Exhibits A-2 through A-4 attached hereto. Landlord and Tenant hereby stipulate and agree that the "Rentable Area of the Premises" shall mean 350 square feet and the "Rentable Area of the Project" shall mean 1,460,081 square feet.

6. "Permitted Use" shall mean the operation of communication equipment for Tenant's emergency and non-emergency communication system ("City-Wide 800 MHz Radio System") for use by Tenant's employees and/or contractors and not intended for the provision of services directly to other tenants of the Building.
7. "Site Equipment" shall mean any communications equipment, including base stations, antenna(s), poles, dishes or masts, cabling or wiring and accessories used therewith approved by Landlord for installation, operation and maintenance on the Premises.
8. "Notice Addresses" shall mean the following addresses for Tenant and Landlord, respectively:

Tenant:

Notices shall be sent to Tenant at the following addresses:

Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn.: Anthony J. DeLucchi
Director of Property
Fax No. (415) 552-9216

with a copy to:

Department of Telecommunications and Information Services
901 Rankin Street
San Francisco, CA 94124
Attn.: Fred Weiner
General Manager
Fax No. (415) 550-2935

with a copy to:

Office of the City Attorney
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, CA 94102
Attn.: Robert A. Bryan
Deputy City Attorney
Fax No. (415) 554-3808

Landlord:

EOP-One Market, L.L.C., a Delaware limited liability company doing business in California as EOP-One Market, LLC, a Delaware limited liability company
c/o Equity Office Properties Trust
Office of the Building
One Market
Spear Street Tower, Suite 725
San Francisco, California 94105
Attention: Building Manager

With a copy to:

EOP-One Market, L.L.C., a Delaware limited liability company doing business in California as EOP-One Market, LLC, a Delaware limited liability company
c/o Equity Office Properties Trust
Two North Riverside Plaza
Suite 2200
Chicago, Illinois 60606
Attention: General Counsel for Property Operations

Payments of Rent only shall be made payable to the order of:

EQUITY OFFICE PROPERTIES

at the following address:

Equity Office Properties
DBA One Market
Department#8791
Los Angeles, CA 90084-8791

B. The following are additional definitions of some of the defined terms used in the Lease.

1. "Business Day(s)" shall mean Mondays through Fridays exclusive of the normal business holidays ("Holidays") of New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Landlord, from time to time during the Lease Term, shall have the right to designate additional Holidays, provided that such additional Holidays are commonly recognized by other office buildings in the area where the Building is located.

2. "Common Areas" shall mean those areas provided for the common use or benefit of all tenants generally and/or the public, such as corridors, elevator foyers, common mail rooms, restrooms, vending areas, lobby areas (whether at ground level or otherwise) and other similar facilities.
3. "Maximum Rate" shall mean the greatest per annum rate of interest permitted from time to time under applicable law.
4. "Normal Business Hours" for the Building shall mean 7:00 A.M. to 6:00 P.M. Mondays through Fridays, exclusive of Holidays.
5. "Project" shall mean the forty-three (43) story office tower, the twenty-eight (28) story office tower, the six (6) story base out of which such towers rise, the glass enclosed galleria and a portion of the ground floor of the Southern Pacific Transportation Company General Office Building, together with all appurtenant plazas, subgrade areas and garages bounded by Market, Spear, Mission and Steuart Streets in the City of San Francisco, California, known collectively as One Market, and the land upon which all of the foregoing is located.

II. Lease Grant.

Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right, in common with others, to use the Common Areas.

III. Possession.

- A. By taking possession of the Premises, Tenant is deemed to have accepted the Premises and agreed that the Premises is in good order and satisfactory condition, with no representation or warranty by Landlord as to the condition of the Premises or the Building or suitability thereof for Tenant's use.
- B. If Tenant takes possession of the Premises prior to the Commencement Date, such possession shall be subject to all the terms and conditions of the Lease and Tenant shall pay Base Rental and Additional Base Rental to Landlord for each day of occupancy prior to the Commencement Date. Notwithstanding the foregoing, if Tenant, with Landlord's prior approval, takes possession of the Premises prior to the Commencement Date for the sole purpose of performing any Landlord-approved improvements therein or installing furniture, equipment or other personal property of Tenant, such possession shall be subject to all of the terms and conditions of the Lease, except that Tenant shall not be required to pay Base Rental with respect to the period of time prior to the Commencement Date during which Tenant performs such work. Tenant shall, however, be liable for the cost of any services (e.g. electricity, HVAC, freight elevators) that are provided to Tenant or the Premises during the period of

Tenant's possession prior to the Commencement Date. Nothing herein shall be construed as granting Tenant the right to take possession of the Premises prior to the Commencement Date, whether for construction, fixturing or any other purpose, without the prior consent of Landlord.

IV. Rent.

- A. Tenant covenants and agrees to pay to Landlord during the Lease Term, without any setoff or deduction whatsoever, the full amount of all Base Rental and Additional Base Rental due hereunder. In addition, Tenant shall pay and be liable for, as additional rent, all rental, sales and use taxes or other similar taxes, if any, levied or imposed on the Premises, Tenant's use of the Premises, or on the Rent payable under this Lease by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms and conditions of this Lease. Any such payments shall be paid concurrently with the payments of the Rent on which the tax is based. The Base Rental and any recurring monthly charges due hereunder shall be due and payable in advance on the first day of each month of April and October during the Lease Term without demand, provided that the initial installment of Base Rental shall be payable within thirty (30) days after the Commencement Date. All other items of Rent shall be due and payable by Tenant on or before ten (10) days after billing by Landlord. If the Lease Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, then the monthly Base Rental for such month shall be prorated for the number of days in such month occurring within the Lease Term based on a fraction, the numerator of which is the number of days of the Lease Term that fell within such calendar month and the denominator of which is thirty (30). In the event the Lease is terminated prior to the Termination Date, within thirty (30) days of such termination, Landlord shall reimburse to City any Rent paid for days occurring on and after the termination of the Lease. If the termination occurs on a day other than the first day of a calendar month, the Rent shall be prorated as described above in this Section. All such payments shall be by a good and sufficient check. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct amount of Rent due under this Lease shall be deemed to be other than a payment on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other available remedy. The acceptance by Landlord of any Rent on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for any other late payment. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease.
- B. All Rent not paid when due and payable shall bear interest from the due date (provided Tenant shall be provided with a grace period of ten (10) days) until paid at the lesser of: (1) fifteen percent (15%) per annum; or (2) the Maximum

Rate. In addition, if Tenant fails to pay any installment of Rent when due and payable hereunder (provided Tenant shall have a grace period of ten (10) days), a service fee equal to five percent (5%) of such unpaid amount will be due and payable immediately by Tenant to Landlord.

- C. On each anniversary of the Commencement Date ("Adjustment Date"), the Base Rental payable under Section IV.A shall be adjusted as follows:

The Consumer Price Index for All Urban Consumers (base years 1982-1984 = 100) for the San Francisco-Oakland-San Jose area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), which is published most immediately preceding the Adjustment Date (the "Adjustment Index"), shall be compared with the Index published most immediately preceding the Commencement Date in the case of the first Adjustment Date or, in the case of any subsequent Adjustment Date, the Index published most immediately preceding the prior Adjustment Date (the "Base Index").

If the Adjustment Index has increased over the Base Index, then the Base Rental payable on and after the Adjustment Date shall be set by multiplying the Base Rental by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Base Index. In no event shall the monthly Base Rental on or after the Adjustment Date be more than one hundred five percent (105%) of the monthly Base Rental in effect for the last full month immediately prior to the Adjustment Date.

If the Index is changed so that the base year differs from that used as of the date most immediately preceding the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

V. Use.

The Premises shall be used for the Permitted Use and for no other purpose. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, dangerous to life, limb or property or which, in Landlord's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. Tenant shall conduct its business and control its agents, servants, contractors, employees, customers, licensees, and invitees in such a manner as not to interfere with, annoy or disturb other tenants, or in any way interfere with Landlord in the management and operation of the Building. Tenant will maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the operation of Tenant's business and to the use, condition, configuration or occupancy of the

Premises, including without limitation, the Americans with Disabilities Act (collectively referred to as "Laws"). Tenant, within ten (10) days after receipt thereof, shall provide Landlord with copies of any notices it receives with respect to a violation or alleged violation of any Laws. Tenant will comply with the rules and regulations of the Building attached hereto as Exhibit B and such other rules and regulations adopted and altered by Landlord from time to time and will cause all of its agents, servants, contractors, employees, customers, licensees and invitees to do so. All changes to such rules and regulations will be reasonable and shall be sent by Landlord to Tenant in writing.

VI. Interference

Following complete installation of Tenant's Site Equipment, no party shall install communication equipment in the Building or allow any third party to install communication equipment in or on the Building of types and frequencies which measurably interferes with the other party's communication equipment in or on the Building. In the event of such interference, the party that installed the equipment causing the interference or allowed its installation shall take, at its sole cost and expense, all steps necessary to correct and eliminate such interference. If the interference cannot be eliminated within a reasonable period of time (not to exceed forty-eight [48] hours), the party shall immediately cease the operation of the equipment that is creating the interference (except for short tests necessary for the elimination of the interference). If Landlord installs communication equipment in the Building or allows any third party to install communication equipment in or on the Building of types and frequencies which measurably interferes with Tenant's Site Equipment for a period in excess of five (5) consecutive days, Tenant shall be entitled to receive an abatement of Base Rental payable hereunder during the period beginning on the sixth (6th) consecutive day of such interference and ending on the day when such interference is eliminated.

VII. Compliance with Laws

- A. Tenant agrees that its access to, and installation, maintenance and operation of, Tenant's Site Equipment will at all times be, at Tenant's sole cost and expense, in strict compliance with the Technical Standards attached hereto as Exhibit C, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City Building and Fire Codes) and the rules and regulations of the Building.
- B. Tenant represents, warrants and agrees that it will conduct, at its sole cost and expense, its activities in the Building in compliance with the Technical Standards attached hereto as Exhibit C, all applicable federal, state and local laws, ordinances, and regulations (including without limitation the Federal Communications Commission, Federal Aviation Agency, City Building and Fire Codes), all applicable environmental laws, and the rules and regulations of the Building.

VIII. Services to be Furnished by Landlord.

- A. Landlord agrees to furnish Tenant the following services:
1. Maintenance and repair of all Common Areas in the manner and to the extent reasonably deemed by Landlord to be standard for buildings of similar class, size, age and location.
 2. Passenger elevator service in common with other tenants of the Building.
 3. Electricity to the Premises, in accordance with and subject to the terms and conditions set forth in Article XII of this Lease.
- B. The failure by Landlord to any extent to furnish, or the interruption or termination of, any services in whole or in part, resulting from adherence to laws, regulations and administrative orders, wear, use, repairs, improvements, alterations or any causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect nor be construed as a constructive eviction of Tenant, nor give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. Notwithstanding anything to the contrary contained in this Section VIII.B. if: (i) Landlord ceases to furnish any service in the Building for a period in excess of five (5) consecutive days after Tenant notifies Landlord of such cessation (the "Interruption Notice"); (ii) such cessation does not arise as a result of an act or omission of Tenant (iii) such cessation is not caused by a fire or other casualty (in which case Article XIX shall control); and (iv) as a result of such cessation, the Premises or a material portion thereof, is rendered untenable (meaning that Tenant is unable to use the Premises in the normal course of its business) and Tenant in fact cease to use the Premises, or material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rental payable hereunder during the period beginning on the sixth (6th) consecutive day of such cessation and ending on the day when the service in question has been restored. In the event the entire Premises has not been rendered untenable by the cessation in service, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises so rendered untenable and not used by Tenant. Should any of the equipment or machinery used in the provision of such services for any cause cease to function properly, Landlord shall use reasonable diligence to repair such equipment or machinery.
- C. Tenant expressly acknowledges that if Landlord, from time to time, elects to provide security services, Landlord shall not be deemed to have warranted the efficiency of any security personnel, service, procedures or equipment and Landlord shall not be liable in any manner for the failure of any such security personnel, services, procedures or equipment to prevent or control, or apprehend anyone suspected of personal injury, property damage or any criminal conduct in, on or around the Project.

IX. Leasehold Improvements and Financing.

- A. Any trade fixtures, unattached and movable equipment or furniture, or other personal property brought into the Premises by Tenant ("Tenant's Property") shall be owned and insured by Tenant. Tenant shall remove all such Tenant's Property from the Premises in accordance with the terms of Article XXXIII hereof. Landlord may, at any time prior to, or within sixty (60) days after, the expiration or earlier termination of this Lease or Tenant's right to possession, require Tenant to remove any alterations, additions and improvements to the Premises ("Leasehold Improvements") performed by or for the benefit of Tenant and all electronic, phone and data cabling as are designated by Landlord (the "Required Removables") at Tenant's sole cost. In the event that Landlord so elects, Tenant shall remove such Required Removables within thirty (30) days after notice from Landlord, provided that in no event shall Tenant be required to remove such Required Removables prior to the expiration or earlier termination of this Lease or Tenant's right to possession. In addition to Tenant's obligation to remove the Required Removables, Tenant shall repair any damage caused by such removal and perform such other work as is reasonably necessary to restore the Premises to a condition substantially identical to the condition of the Premises prior to installation of the Site Equipment and the Leasehold Improvements, ordinary wear and tear excepted. If Tenant fails to remove any specified Required Removables or to perform any required repairs and restoration within the time period specified above, Landlord, at Tenant's sole cost and expense, may remove, store, sell and/or dispose of the Required Removables and perform such required repairs and restoration work. Tenant, within ten (10) days after demand from Landlord, shall reimburse Landlord for any and all reasonable costs incurred by Landlord in connection with the Required Removables.
- B. Landlord acknowledges that Tenant may be financing the Site Equipment and Leasehold Improvements with lease revenue bonds secured by certain lease payments by Tenant to the City and County of San Francisco Finance Corporation (the "Finance Corporation"). Landlord agrees that Tenant may remove such Site Equipment and Leasehold Improvements from the Premises at any time during the Lease Term and within thirty (30) days after the expiration or any earlier termination of this Lease. Landlord further acknowledges and agrees that should Tenant default on any of its lease obligations to the Finance Corporation, the Finance Corporation may at any time during the Lease Term and within thirty (30) days after the expiration or any earlier termination of this Lease, remove, assign, license, or otherwise grant an interest in or use of all or any of the Site Equipment or Leasehold Improvements, subject to the terms of the Finance Corporation's agreement with Tenant and paragraphs 1 through 5 below:
1. Tenant shall furnish Landlord with a complete schedule of the Site Equipment and Leasehold Improvements financed with the Finance Corporation, which schedule shall be updated in the event of any changes.

2. The Finance Corporation may not grant a license, assignment, or grant any other interest in or use of the Site Equipment or Leasehold Improvements without the prior written consent of the Landlord. Landlord shall have no obligation to consent to the grant of any interest which may (a) impair any obligation that Landlord may have to any other tenant, service provider, or other occupant of the Building or (b) impair the value, management, operation, class or character of the Building.
3. Tenant shall cause the Finance Corporation to give Landlord notice of any public or private sale by the Finance Corporation of Tenant's Site Equipment or Leasehold Improvements.
4. No public or private sale by the Finance Corporation shall be held on the Premises or at the Project.
5. The Finance Corporation may enter the Premises for purpose of removal of the Site Equipment or Leasehold Improvements only if:
 - (a) permitted by the agreement between Landlord and the Finance Corporation;
 - (b) the Finance Corporation agrees to restore or repair all damage to the Premises caused by such removal consistent with this Lease;
 - (c) the Finance Corporation gives Landlord notice in the event that any of Tenant's Leasehold Improvements or Site Equipment are removed from the Premises; and
 - (d) the Finance Corporation indemnifies Landlord for any claim, liability or expense (including reasonable attorney's fees) arising out of or in connection with the Finance Corporation's removal of the Site Equipment or Leasehold Improvements and the Finance Corporation's entry and activities on the Premises.

X. Signs

Tenant may erect or post signs on or about the Premises subject to Landlord's prior approval. Landlord reserves the right to review the placement, design, and plan for any such sign prior to its erection or posting and agrees that the approval thereof may be withheld in Landlord's sole and absolute discretion.

XI. Repairs and Alterations.

- A. Except to the extent such obligations are imposed upon Landlord hereunder, Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the Premises as are necessary to keep the same in good condition and repair throughout the entire Lease Term, reasonable wear and tear excepted. Tenant's repair and maintenance obligations with respect to the Premises shall

include, without limitation, any necessary repairs with respect to: (1) any interior partitions, (2) any doors, (3) the interior side of any demising walls, (4) any telephone and computer cabling that serves Tenant's equipment exclusively, (5) any supplemental air conditioning units, including any plumbing in connection therewith, and similar facilities serving Tenant exclusively, and (6) any alterations, additions or improvements performed by contractors retained by Tenant. All such work shall be performed in accordance with Section XI.B. below and the rules, policies and procedures for the performance of work in the Building. If Tenant fails to make any repairs within ten (10) days after notice from Landlord (provided that no prior notice shall be required in the event of an emergency), Landlord may, at its option, make such repairs, and Tenant shall pay the actual, reasonable cost thereof to the Landlord within ten (10) Business Days of demand by Landlord as Additional Base Rental (together with an administrative charge in an amount equal to ten (10) percent of the cost of such repairs), provided Landlord provides Tenant with invoices or other documentation of Landlord's costs. Landlord shall, at its expense, keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon: (a) all structural elements of the Building; and (b) all mechanical, electrical and plumbing systems that serve the Building in general; and (c) the Building facilities common to all tenants including, but not limited to, the ceilings, walls and floors in the Common Areas.

- B. Tenant shall not make or allow to be made any alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord in each such instance. Prior to commencing any such work and as a condition to obtaining Landlord's consent, Tenant must furnish Landlord with plans and specifications reasonably acceptable to Landlord; names and addresses of contractors reasonably acceptable to Landlord; copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in accordance with Article XVII section B. hereof; and payment bond or other security, all in form and amount satisfactory to Landlord. All such improvements, alterations or additions shall be constructed in a good and workmanlike manner using Building standard materials or other new materials of equal or greater quality. Tenant may perform such improvements, alterations or additions at any time, provided such work does not disrupt tenants or occupants of the Building. Landlord shall have the right to designate reasonable rules, regulations and procedures for the performance of work in the Building. Upon completion, Tenant shall furnish "as-built" plans, contractor's affidavits and partial, or full and final waivers of lien, as applicable, in recordable form, and receipted bills covering all labor and materials. All improvements, alterations and additions shall comply with all insurance requirements, codes, ordinances, laws and regulations, including without limitation, the Americans with Disabilities Act. Tenant shall reimburse Landlord upon demand as Additional Base Rental for all reasonable sums, if any, expended by Landlord for third party examination of the architectural, mechanical, electric and plumbing plans for any alterations, additions or improvements. In addition, if Landlord so requests, Landlord shall be entitled to oversee the construction of any alterations, additions or improvements that may affect the structure of the Building or any mechanical, electrical, plumbing or life safety systems of the Building. Landlord's approval of Tenant's plans and specifications for any work performed for or on behalf of Tenant shall not be deemed to be a representation

by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the alterations, additions and improvements constructed in accordance with such plans and specifications will be adequate for Tenant's use.

XII. Use of Electrical Services by Tenant.

Tenant shall pay (i) for the cost of installing electrical facilities required to furnish sufficient power for Tenant's Site Equipment, Tenant's use of the Premises, and Tenant's Leasehold Improvements (ii) for the cost of the installation of any separate meters, air handlers and cooling units required thereby, and (iii) the sums charged Landlord by the applicable utility for such service as reflected by such meter. Interruption in the power provided by such facilities shall not render Landlord liable in any respect for damages to either person or property nor relieve Tenant from fulfillment of any covenant or agreement hereof. If any of Tenant's Site Equipment fails because of a loss of any electrical power, and the restoration of such electrical power is within the reasonable control of Landlord, Landlord shall use reasonable diligence to restore electrical power promptly. Notwithstanding the foregoing, Landlord shall at all times be able to shut down any electrical service to the Premises and Tenant's Site Equipment in connection with any maintenance operation conducted for the Building without liability to Tenant for damages to either person or property. Landlord agrees to make a reasonable effort to schedule any such shutdown outside the Building's Normal Business Hours. Landlord also agrees to make a reasonable effort to cooperate with Tenant in obtaining temporary alternate power during scheduled maintenance operations, but shall have no obligation hereunder to provide alternate power from emergency power sources. Landlord agrees to give Tenant reasonable prior written notice of any scheduled shutdown of power by Landlord, except in emergency situations, in which event notice may be oral if notice can feasibly be given at all. Tenant may connect to the emergency generator installed by the City and County of San Francisco in the location shown on Exhibit D attached hereto and operate said generator in the event of a power failure or shutdown.

XIII. Entry by Landlord.

Landlord and its agents or representatives shall have the right to enter the Premises to inspect the same, or to show the Premises to prospective purchasers, mortgagees, tenants (during the last twelve months of the Lease Term or earlier in connection with a potential relocation) or insurers, or to clean or make repairs, alterations or additions thereto, including any work that Landlord deems necessary for the safety, protection or preservation of the Building or any occupants thereof, or to facilitate repairs, alterations or additions to the Building or any other tenants' premises. Except for any entry by Landlord in an emergency situation, Landlord shall provide Tenant with twenty-four (24) hours prior notice of any entry into Room #AMZ98 of the Premises, which notice may be given verbally. Tenant may accompany Landlord during such entry into Room #AMZ98 of the Premises. Entry by Landlord hereunder shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of Rent by reason thereof.

XIV. Assignment and Subletting.

In connection with the proposed financing of the Site Equipment and Leasehold Improvements, Tenant may be required to assign its interest under this Lease to the Finance Corporation (or similar type entity) and this corporate entity would in turn assign its rights to a bond trustee as security for Tenant's obligations with respect to such financing (collectively, "Financing Agreements"). To allow Tenant to accomplish the proposed financing, Landlord hereby irrevocably consents to all the Financing Agreements subject to the terms of this Lease, specifically including Article IX. In the event of a default of any of the lease revenue bonds issued, in whole or in part, to finance the Site Equipment or Leasehold Improvements, Tenant, the Finance Corporation (or similar entity) or bond trustee, may assign or sublet this Lease to any other user of similar sites or equipment under the terms of this Lease subject to Landlord's prior written consent, which shall not be unreasonably withheld or delayed, provided that Landlord shall have no obligation to consent to an assignment or sublease which may (i) impair any obligation that Landlord may have to any other tenant, service provider, or other occupant of the Building, or (ii) impair the value, management, operation, class or character of the Building.

Other than with respect to the Financing Agreements described above, Tenant shall not assign, sublease, transfer or encumber this Lease or any interest therein or grant any license, concession or other right of occupancy of the Premises or any portion thereof or otherwise permit the use of the Premises or any portion thereof by any party other than Tenant (any of which events is hereafter called a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably delayed or withheld with respect to any proposed assignment or subletting.

XV. Liens.

Tenant will not permit any mechanic's liens or other liens to be placed upon the Premises or Tenant's leasehold interest therein, the Building, or the Project. Landlord's title to the Building and Project is and always shall be paramount to the interest of Tenant, and nothing herein contained shall empower Tenant to do any act that can, shall or may encumber Landlord's title. In the event any such lien does attach, Tenant shall, within five (5) days of notice of the filing of said lien, either discharge or bond over such lien to the satisfaction of Landlord and Landlord's Mortgagee (as hereinafter defined), and in such a manner as to remove the lien as an encumbrance against the Building and Project. If Tenant shall fail to so discharge or bond over such lien, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to bond over or discharge the same. Any amount paid by Landlord for any of the aforesaid purposes, including reasonable attorneys' fees (if and to the extent permitted by law) shall be paid by Tenant to Landlord on demand as Additional Base Rental. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens. Notwithstanding the foregoing, Landlord acknowledges and accepts that certain liens will be filed against the Site Equipment and Leasehold Improvements pursuant to Tenant's financing arrangement with the Finance Corporation and the bond trustee.

XVI. Indemnity and Waiver of Claims.

- A. Tenant shall indemnify, defend and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents, and the respective principals and members of any such agents (collectively the "Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against Landlord or any of the Landlord Related Parties (collectively "Claims") and arising, directly or indirectly, out of or in connection with the use, occupancy or maintenance of the Premises by, through or under Tenant including, without limitation, any of the following: (1) any work or thing done in, on or about the Premises or any part thereof by Tenant or any of its transferees, agents, servants, contractors, employees, customers, licensees or invitees; (2) any use, non-use, possession, occupation, condition, operation or maintenance of the Premises or any part thereof; (3) any act or omission of Tenant or any of its transferees, agents, servants, contractors, employees, customers, licensees or invitees, regardless of whether such act or omission occurred within the Premises; (4) any injury or damage to any person or property occurring in, on or about the Premises or any part thereof; or (5) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease with which Tenant must comply or perform provided, however, Tenant shall not be obligated to indemnify, defend or hold harmless Landlord or Landlord Related Parties to the extent any Claim arises out of the active negligence or willful misconduct of Landlord or Landlord Related Parties. In case any action or proceeding is brought against Landlord or any of the Landlord Related Parties by reason of any of the foregoing, Tenant shall, at Tenant's sole cost and expense, resist and defend such action or proceeding with counsel approved by Landlord or, at Landlord's option, reimburse Landlord for the cost of any counsel retained directly by Landlord to defend and resist such action or proceeding.
- B. Except to the extent such losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses result from the negligence or willful misconduct of Tenant and its officers, directors, employees, agents (collectively "Tenant Related Parties"), Landlord shall indemnify and hold Tenant harmless from and against all liabilities, obligations, damages (other than consequential damages), penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Tenant by any third parties and arising, directly or indirectly, out of or in connection with any of the following: (i) any act or omission of Landlord or any of its agents, contractors or employees in, on or around the Common Areas of the Building or any part thereof; and (ii) any injury or damage to any person or property occurring in, on or about the Common Areas of the Building or any part thereof; provided, however, that in each case such liability, obligation, damage, penalty, claim, cost, charge or expense results from the

negligence of Landlord/or its agents, employees or contractors. In case any action or proceeding is brought against Tenant or any of the Tenant Related Parties by a third party by reason of any of the foregoing, Landlord shall, at Landlord's sole cost and expense, resist and defend such action or proceeding with counsel reasonably approved by Tenant.

- C. Landlord and Landlord Related Parties shall not be liable for, and Tenant hereby waives, all claims for loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming by, through or under Tenant, including the Tenant Related Parties, resulting from any accident or occurrence in, on or about the Premises, the Building or the Project, including, without limitation, claims for loss, theft or damage resulting from: (1) the Premises, Building, or Project, or any equipment or appurtenances becoming out of repair; (2) wind or weather; (3) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring, gas, water or steam pipes; (4) broken glass; (5) the backing up of any sewer pipe or downspout; (6) the bursting, leaking or running of any tank, water closet, drain or other pipe; (7) the escape of steam or water; (8) water, snow or ice being upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (9) the falling of any fixture, plaster, tile or other material; (10) any act, omission or negligence of other tenants, licensees or any other persons or occupants of the Building or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by construction of any private, public or quasi-public work; or (11) any other cause of any nature except, as to items 1-9, where such loss or damage is due to Landlord's active negligence or willful failure to make repairs required to be made pursuant to other provisions of this Lease, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Project as Tenant is herein given the right to use, at Tenant's own risk.

XVII. Tenant's Insurance.

- A. Landlord acknowledges that City maintains a program of self-insurance and agrees that City shall not be required to carry any third-party comprehensive general liability insurance or other insurance with respect to this Lease. City assumes the risk of damage to any of City's personal property or injury or death of any person in, upon or about the Premises at any time arising from any cause except to the extent such injury or death is caused by the negligence or willful misconduct of Landlord or its Agents.
- B. Before any repairs, alterations, additions, improvements, or construction are undertaken by or on behalf of Tenant, Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to Landlord, in addition to Workers' Compensation Insurance as required by the jurisdiction in which the Building is located, All Risk Builder's Risk Insurance in

the amount of the replacement cost of any alterations, additions or improvements (or such other amount reasonably required by Landlord) and Commercial General Liability Insurance (including, without limitation, Contractor's Liability coverage, Contractual Liability coverage and Completed Operations coverage,) written on an occurrence basis with a minimum combined single limit of Two Million Dollars (\$2,000,000.00) and adding "the named Landlord hereunder (or any successor thereto), Equity Office Properties Trust, a Maryland real estate investment trust, EOP Operating Limited Partnership, a Delaware limited partnership, and their respective members, principals, beneficiaries, partners, officers, directors, employees, agents and any Mortgagee(s)", and other designees of Landlord as the interest of such designees shall appear, as additional insureds (collectively referred to as the "Additional Insureds").

- C. Any company writing any insurance which Tenant is required to cause to be maintained pursuant to the terms of this Lease (all such insurance being referred to as "Tenant's Contractors' Insurance"), as well as the form of such insurance, shall at all times be subject to Landlord's reasonable approval, and each such insurance company shall have an A.M. Best rating of "A-" or better and shall be licensed and qualified to do business in the state in which the Premises is located. All policies evidencing Tenant's Contractors' Insurance (except for Workers' Compensation Insurance) shall specify Tenant as named insured and the Additional Insureds as additional insureds.
- D. Tenant shall not do or fail to do anything in, upon or about the Premises which will: (1) violate the terms of any of Landlord's insurance policies; (2) prevent Landlord from obtaining policies of insurance acceptable to Landlord or any Mortgagees; or (3) result in an increase in the rate of any insurance on the Premises, the Building, any other property of Landlord or of others within the Building provided Landlord uses reasonable efforts to advise Tenant of any possible violation of Landlord's insurance policies resulting from any use or activity authorized under this Lease to the extent, if at all, that Landlord has actual knowledge of such possible violation. In the event of the occurrence of any of the events set forth in this Section, Tenant shall pay Landlord upon demand, as Additional Base Rental, the cost of the amount of any increase in any such insurance premium, provided that the acceptance by Landlord of such payment shall not be construed to be a waiver of any rights by Landlord in connection with a default by Tenant under the Lease.

XVIII. Landlord's Insurance.

Landlord shall maintain property insurance on the Building in such amounts as Landlord reasonably elects. Payments for losses and recoveries thereunder shall be made solely to Landlord or the Mortgagees of Landlord as their interests shall appear. Landlord hereby waives any rights against City for loss or damage to the Premises or other parts of the Building to the extent covered by Landlord's property insurance.

XIX. Casualty Damage.

- A. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged by such casualty) or in the event Landlord will not be permitted by applicable law to rebuild the Building in substantially the same form as existed prior to the fire or casualty or in the event the Premises has been materially damaged and there is less than two (2) years of the Lease Term remaining on the date of such casualty or in the event any Mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination as soon as reasonably possible (taking into consideration all delays such as adjustment of insurance claims and obtaining approval from Landlord mortgagee(s), but in all circumstances within ninety (90) days after the date of such casualty. Notwithstanding the foregoing, Landlord will not be entitled to terminate this Lease solely because there is less than two (2) years on the Lease Term if Tenant has an exercisable right to renew or extend the Lease Term and Tenant, within ten (10) days after receipt of Landlord's notice of termination, validly exercises such right. The foregoing shall not prohibit Landlord from exercising its right to terminate for any of the other reasons set forth herein. Such termination shall be effective as of the date of fire or casualty, with respect to any portion of the Premises that was rendered untenable, and the effective date of termination specified in Landlord's notice, with respect to any portion of the Premises that remained tenable. In addition to Landlord's rights to terminate as provided herein, Tenant shall have the right to terminate this Lease if: (1) a substantial portion of the Premises or reasonable means of access thereto has been damaged by fire or other casualty and such damage cannot reasonably be repaired within sixty (60) days after the date of such fire or other casualty; (2) there is less than two (2) years of the Lease Term remaining on the date of such casualty; (3) the casualty was not caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors; and (4) Tenant provides Landlord with written notice of its intent to terminate within forty-five (45) days after the date of the fire or other casualty. If neither Landlord nor Tenant elects to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building (provided that Landlord shall not be required to restore any unleased premises in the Building) and the Leasehold Improvements (but excluding any improvements, alterations or additions made by Tenant in violation of this Lease) located within the Premises, if any, which Landlord has insured to substantially the same condition they were in immediately prior to the happening of the casualty. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the Leasehold Improvements, if any, shall not require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by the Landlord as a result of the casualty, provided that if Landlord does not have sufficient proceeds to substantially complete the

restoration of the Leasehold Improvements in the Premises and Landlord elects not to fund any shortfall, Landlord shall so notify Tenant and Tenant, within fifteen (15) business days thereafter, shall have the right to terminate this Lease by the giving of written notice to Landlord. When repairs to the Premises have been completed by Landlord, Tenant shall complete the restoration or replacement of all Tenant's Property necessary to permit Tenant's reoccupancy of the Premises, and Tenant shall present Landlord with evidence satisfactory to Landlord of Tenant's ability to pay such costs prior to Landlord's commencement of repair and restoration of the Premises. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of Rent on a per diem basis during the time and to the extent any damage to the Premises causes the Premises to be rendered untenable and not used by Tenant. If the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the gross negligence or willful misconduct of Tenant or any Tenant Related Parties, the Rent hereunder shall not be diminished during any period during which the Premises, or any portion thereof, is untenable (except to the extent Landlord is entitled to be reimbursed by the proceeds of any rental interruption insurance), and Tenant shall not be entitled to exercise any rights of termination provided in this Article XIX. Landlord and Tenant hereby waive the provisions of any law from time to time in effect during the Lease Term relating to the effect upon leases of partial or total destruction of leased property. Landlord and Tenant agree that their respective rights in the event of any damage to or destruction of the Premises shall be those specifically set forth herein.

XX. Demolition.

Landlord shall have the right to terminate this Lease Agreement if Landlord proposes or is required, for any reason, to remodel, remove, or demolish the Building or any substantial portion thereof materially affecting the Premises or access to the Premises. Such cancellation shall be exercised by Landlord by the service of not less than ninety (90) days' written notice of such termination. Such notice shall set forth the date upon which the termination will be effective. No money or other consideration shall be payable by Landlord to Tenant for Landlord's exercise of this right, and the right is hereby reserved to Landlord and all purchasers, successors, assigns, transferees, and ground tenants of Landlord, as the case may be, and is in addition to all other rights of Landlord. Tenant has read the foregoing and understands that Landlord has a right to terminate this Lease as provided above.

XXI. Condemnation.

If (a) the whole or any substantial part of the Premises or (b) any portion of the Building or Project which would leave the Premises unsuitable for use as a communications site comparable to its use on the Commencement Date, shall be taken or condemned for any

public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then Landlord may, at its option, terminate this Lease effective as of the date the physical taking of said Premises or said portion of the Building or Project shall occur. In the event this Lease is not terminated, the Rentable Area of the Project and the Rentable Area of the Premises shall be appropriately adjusted. In addition, Rent for any portion of the Premises so taken or condemned shall be abated during the unexpired term of this Lease effective when the physical taking of said portion of the Premises shall occur. All compensation awarded for any such taking or condemnation, or sale proceeds in lieu thereof, shall be the property of Landlord, and Tenant shall have no claim thereto, the same being hereby expressly waived by Tenant, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for Tenant's relocation expenses, or the taking of or damage to trade fixtures or other personal property of Tenant which Tenant specifically reserves to itself. In addition, Tenant may file a claim at its sole cost and expense and receive an award for the Tenant's Site Equipment, Leasehold Improvements, interruption of or damage to Tenant's operation on the Premises, and Tenant's reasonable relocation expenses, provided the filing of any claim does not adversely affect or diminish the award which would otherwise have been received by Landlord had Tenant not filed such a claim and received such award.

XXII. Events of Default.

The following events shall be deemed to be events of default under this Lease:

- A. Tenant or the Finance Corporation shall fail to pay when due any Base Rental, Additional Base Rental or other Rent under this Lease and such failure shall continue for three (3) days after written notice from Landlord (hereinafter sometimes referred to as a "Monetary Default").
- B. Any failure by Tenant (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, including, without limitation, the rules and regulations, which failure is not cured by Tenant or the Finance Corporation within ten (10) days after delivery to Tenant of notice of the occurrence of such failure, provided that if any such failure creates a hazardous condition, such failure must be cured immediately. Notwithstanding the foregoing, if Tenant fails to comply with any particular provision or covenant of this Lease, including, without limitation, Tenant's obligation to pay Rent when due, on three (3) occasions during any twelve (12) month period, any subsequent violation of such provision or covenant shall be considered to be an incurable default by Tenant.
- C. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall commit an act of bankruptcy or shall make an assignment for the benefit of creditors, or Tenant shall admit in writing its inability to pay its debts as they become due.
- D. Tenant shall file a petition under any section or chapter of the United States

Bankruptcy Code, as amended, pertaining to bankruptcy, or under any similar law or statute of the United States or any State thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; or a petition or answer proposing the adjudication of Tenant as a debtor or its reorganization under any present or future federal or state bankruptcy or similar law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof.

- E. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or of the Premises or of any of Tenant's Property located thereon in any proceeding brought by Tenant, or any such receiver or trustee shall be appointed in any proceeding brought against Tenant and shall not be discharged within sixty (60) days after such appointment or Tenant shall consent to or acquiesce in such appointment.
- F. The leasehold estate hereunder shall be taken on execution or other process of law or equity in any action against Tenant.
- G. Tenant shall abandon or vacate any substantial portion of the Premises without the prior written permission of Landlord.
- H. The liquidation, termination, dissolution, forfeiture of right to do business, or death of Tenant or any Guarantor.

XXIII. Remedies.

- A. Upon the occurrence of any event or events of default under this Lease, whether enumerated in Article XXII or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations and waives any and all other notices or demand requirements imposed by applicable law):
 - 1. Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:
 - (a) The Worth at the Time of Award of the unpaid Rent which had been earned at the time of termination;
 - (b) The Worth at the Time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that

Tenant affirmatively proves could have been reasonably avoided;

- (c) The Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could be reasonably avoided;
- (d) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and
- (e) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "Worth at the Time of Award" of the amounts referred to in parts (a) and (b) above, shall be computed by allowing interest at the rate specified in Section IV.E, and the "Worth at the Time of Award" of the amount referred to in part (c), above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%);

- 2. Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or
- 3. Notwithstanding Landlord's exercise of the remedy described in California Civil Code § 1951.4 in respect of an event or events of default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in part 1.

B. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

C. TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174(c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, RESINTATE OR RESTORE THIS

LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH.

- D. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.
- E. This Article XXIII shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

XXIV. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD HEREUNDER) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, AND TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE LANDLORD AND ALL MORTGAGEES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES OR DEED OF TRUST LIENS ON THE PROJECT, BUILDING OR PREMISES NOTICE AND REASONABLE TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD.

XXV. No Waiver.

Failure of Landlord to declare any default immediately upon its occurrence, or delay in taking any action in connection with an event of default shall not constitute a waiver of such default, nor shall it constitute an estoppel against Landlord, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by Landlord to enforce its rights with respect to any one default shall not constitute a waiver of its rights with respect to any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises.

XXVI. Event of Bankruptcy.

In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy

laws, as now enacted or hereinafter amended, then:

- A. "Adequate protection" of Landlord's interest in the Premises pursuant to the provisions of Section 361 and 363 (or their successor sections) of the Bankruptcy Code, 11 U.S.C. Section 101 et seq., (such Bankruptcy Code as amended from time to time being herein referred to as the "Bankruptcy Code"), prior to assumption and/or assignment of the Lease by Tenant shall include, but not be limited to all (or any part) of the following:
 - 1. the continued payment by Tenant of the Base Rental and all other Rent due and owing hereunder and the performance of all other covenants and obligations hereunder by Tenant;
 - 2. the furnishing of an additional/new security deposit by Tenant in the amount of three (3) times the then current monthly Base Rental.
- B. "Adequate assurance of future performance" by Tenant and/or any assignee of Tenant pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an additional/new Security Deposit in the amount of three (3) times the then current monthly Base Rental payable hereunder.
- C. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed without further act or deed to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability.
- D. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of the Landlord under this Lease, whether or not expressly denominated as "Rent," shall constitute "rent" for the purposes of Section 502(b) (6) of the Bankruptcy Code.
- E. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord (including Base Rentals and other Rent hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust by Tenant or Tenant's bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.
- F. If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to the Tenant, then notice of such proposed offer/assignment, setting forth: (1) the name and address of such person or entity, (2) all of the terms and conditions of such offer, and (3) the adequate assurance to be provided Landlord to assure such person's or entity's future performance under the Lease, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in

any event no later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assumption and assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such persons or entity, less any brokerage commission which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

- G. To the extent permitted by law, Landlord and Tenant agree that this Lease is a contract under which applicable law excuses Landlord from accepting performance from (or rendering performance to) any person or entity other than Tenant within the meaning of Sections 365(c) and 365(e) (2) of the Bankruptcy Code.

XXVII. Holding Over.

In the event of holding over by Tenant after expiration or other termination of this Lease or in the event Tenant continues to occupy the Premises after the termination of Tenant's right of possession pursuant to Article XXII and XXIII hereof, occupancy of the Premises subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to 150% of the Base Rental and Additional Base Rental due for the period immediately preceding such holding over. Notwithstanding the foregoing, if such holding over continues for more than thirty (30) days, effective as of the thirty-first (31st) day, holdover rent shall increase to 200% of the sum of the Base Rental and Additional Base Rental due for the period immediately preceding such holding over; provided that in no event shall Base Rental and Additional Base Rental during the holdover period be less than the fair market rental for the Premises. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Premises by summary proceedings or otherwise. In addition to the obligation to pay the amounts set forth above during any such holdover period, Tenant also shall be liable to Landlord for all damage, including any consequential damage, which Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify Landlord against any and all claims made by any other tenant or prospective tenant against Landlord for delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant.

XXVIII. Subordination to Mortgages; Estoppel Certificate.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, ground lease or other lien presently existing or hereafter arising upon the Premises, or upon the Building and/or the Project and to any renewals, modifications, refinancings and extensions thereof (any such mortgage, deed of trust, lease or other lien being hereinafter

referred to as a "Mortgage", and the person or entity having the benefit of same being referred to hereinafter as a "Mortgagee"), but Tenant agrees that any such Mortgagee shall have the right at any time to subordinate such Mortgage to this Lease on such terms and subject to such conditions as such Mortgagee may deem appropriate in its discretion. This clause shall be self-operative and no further instrument of subordination shall be required. However, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any Mortgage, and Tenant agrees upon demand to execute such further instruments subordinating this Lease, acknowledging the subordination of this Lease or attorning to the holder of any such Mortgage as Landlord may request. The terms of this Lease are subject to approval by the Landlord's existing lender(s) and any lender(s) who, at the time of the execution of this Lease, have committed or are considering committing to Landlord to make a loan secured by all or any portion of the Project, and such approval is a condition precedent to Landlord's obligations hereunder. If any person shall succeed to all or part of Landlord's interests in the Premises whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease or otherwise, and if and as so requested or required by such successor-in-interest, Tenant shall, without charge, attorn to such successor-in-interest. Tenant agrees that it will from time to time upon request by Landlord and, within five (5) days of the date of such request, execute and deliver to such persons as Landlord shall request an estoppel certificate or other similar statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which Rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

XXIX. Attorneys' Fees.

In the event that Landlord should retain counsel and/or institute any suit against Tenant for violation of or to enforce any of the covenants or conditions of this Lease, or should Tenant institute any suit against Landlord for violation of any of the covenants or conditions of this Lease, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) (if and to the extent permitted by law) in connection therewith.

XXX. Notice.

Whenever any demand, request, approval, consent or notice ("Notice") shall or may be given to either of the parties by the other, each such Notice shall be in writing and shall be sent by registered or certified mail with return receipt requested, or sent by overnight courier service (such as Federal Express) at the respective addresses of the parties for notices as set forth in Section I.A.10. of this Lease, provided that if Tenant has vacated the Premises or is in default of this Lease Landlord may serve Notice by any manner permitted by law. Any Notice under this Lease delivered by registered or certified mail shall be deemed to have been given, delivered, received and effective on the earlier of (a) the third day following the day on which the same shall have been mailed with sufficient postage prepaid or (b) the delivery date indicated on the return receipt. Notice sent by overnight courier service shall be deemed given,

delivered, received and effective upon the day after such notice is delivered to or picked up by the overnight courier service. Either party may, at any time, change its Notice Address by giving the other party Notice stating the change and setting forth the new address.

XXXI. Excepted Rights.

This Lease does not grant any rights to light or air over or about the Building. Landlord specifically excepts and reserves to itself the use of any roofs except for the Premises, the exterior portions of the Premises, all rights to the land and improvements below the improved floor level of the Premises, the improvements and air rights above the Premises and the improvements and air rights located outside the demising walls of the Premises, and such areas within the Premises as are required for installation of utility lines and other installations required to serve any occupants of the Building and the right to maintain and repair the same, and no rights with respect thereto are conferred upon Tenant unless otherwise specifically provided herein. Landlord further reserves to itself the right from time to time: (a) to change the Building's name or street address; (b) to install, fix and maintain signs on the exterior and interior of the Building; (c) to designate and approve window coverings; (d) to make any decorations, alterations, additions, improvements to the Building, or any part thereof (including the Premises) which Landlord shall desire, or deem necessary for the safety, protection, preservation or improvement of the Building, or as Landlord may be required to do by law; (e) to have access to the Premises to perform its duties and obligations and to exercise its rights under this Lease; (f) to retain at all times and to use pass-keys to all locks within and into the Premises; (g) to approve the weight, size, or location of heavy equipment, or articles in and about the Premises; (h) to close or restrict access to the Building at all times other than Normal Business Hours subject to Tenant's right to admittance at all times under such regulations as Landlord may prescribe from time to time, or to close (temporarily or permanently) any of the entrances to the Building; (i) to change the arrangement and/or location of entrances of passageways, doors and doorways, corridors, elevators, stairs, toilets and public parts of the Building; (j) if Tenant has vacated the Premises during the last six (6) months of the Lease Term, to perform additions, alterations and improvements to the Premises in connection with a reletting or anticipated reletting thereof without being responsible or liable for the value or preservation of any then existing improvements to the Premises; and (k) to grant to anyone the exclusive right to conduct any business or undertaking in the Building. Landlord, in accordance with Article XIII hereof, shall have the right to enter the Premises in connection with the exercise of any of the rights set forth herein and such entry into the Premises and the performance of any work therein shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of Rent by reason thereof.

XXXII. Tenant's Access to the Premises.

Landlord hereby grants to Tenant during the Lease Term and for the limited purposes and subject to the terms and conditions set forth below, a nonexclusive license in and over the following common areas of the Building to the Premises: areas providing physical access by personnel and equipment including ramps, elevators, loading docks, walkways, staircases, and ladders; and the roof of the Building on which Tenant's equipment is installed. The License granted to Tenant under this Article XXXII is for the sole purpose of constructing, maintaining, restoring, replacing and operating Tenant's equipment located on the Premises, including any

necessary electrical and telephone conduits, in accordance with the use permitted under this Lease. Such rights shall include the right of ingress and egress through the Building during non-business hours for access to or from the Premises, provided that Tenant shall notify the Property Manager, or such other person as designated by Landlord, at least 24 hours in advance of any access and shall comply with all reasonable requirements of such designated person with respect to Tenant's requested access. In the event of a public emergency, Tenant shall have the right to enter the Premises provided it makes good faith efforts if possible to notify Landlord in advance of such entry.

XXXIII. Surrender of Premises.

At the expiration or earlier termination of this Lease or Tenant's right of possession hereunder, Tenant shall remove all Tenant's Property from the Premises, remove all Required Removables designated by Landlord and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's Property within thirty (30) days after the termination of this Lease or Tenant's right to possession hereunder, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and/or store such Tenant's Property and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord, upon demand, any and all expenses caused by such removal and all storage charges against such property so long as the same shall be in the possession of Landlord or under the control of Landlord. In addition, if Tenant fails to remove any Tenant's Property from the Premises or storage, as the case may be, within thirty (30) days after written notice from Landlord, Landlord, at its option, may deem all or any part of such Tenant's Property to have been abandoned by Tenant and title thereof shall immediately pass to Landlord.

XXXIV. Miscellaneous.

- A. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease represents the result of negotiations between Landlord and Tenant, each of which has been (or has had opportunity to be) represented by counsel of its own selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, Landlord and Tenant agree that the language in all parts of the Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenant.
- B. Tenant agrees not to record this Lease or any memorandum hereof without Landlord's prior written consent.
- C. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Building is located.

- D. Events of "Force Majeure" shall include strikes, riots, acts of God, shortages of labor or materials, war, governmental law, regulations or restrictions and any other cause whatsoever that is beyond the control of Landlord. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.
- E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and Project referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.
- F. Tenant hereby represents to Landlord that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant agrees to indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.
- G. If there is more than one Tenant, or if the Tenant is comprised of more than one person or entity, the obligations hereunder imposed upon Tenant shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.
- H. In the event Tenant is a corporation (including any form of professional association), partnership (general or limited), or other form of organization other than an individual (each such entity is individually referred to herein as an "Organizational Entity"), then Tenant hereby covenants, warrants and represents: (1) that such individual is duly authorized to execute or attest and deliver this Lease on behalf of Tenant in accordance with the organizational documents of Tenant; (2) that this Lease is binding upon Tenant; (3) that Tenant is duly organized and legally existing in the state of its organization, and is qualified to do business in the state in which the Premises is located; and (4) that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound. If Tenant is an Organizational Entity, upon request, Tenant will, prior to the Commencement Date, deliver to Landlord true and correct copies of all organizational documents of Tenant, including, without limitation, copies of an appropriate resolution or consent of Tenant's board of directors or other appropriate governing body of Tenant authorizing or ratifying the execution and delivery of this Lease, which resolution or consent will be duly certified to Landlord's satisfaction by an

appropriate individual with authority to certify such documents, such as the secretary or assistant secretary or the managing general partner of Tenant.

- I. Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by City under this Agreement unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the Charter of the City and County of San Francisco, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. Without limiting the foregoing, if in any fiscal year of City after the fiscal year in which the Term of this Lease commences, sufficient funds for the payment of the Rent and any other payments required under this Lease are not appropriated for any reason, then City may terminate this Lease, without penalty, liability or expense of any kind to City, as of the last date on which sufficient funds are appropriated. City shall use its reasonable efforts to give Landlord prompt notice of such nonappropriation and reasonable advance notice of such termination.
- J. MacBride Principles - Northern Ireland. The City and County of San Francisco (The "City") urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Landlord acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
- K. Tropical Hardwood and Virgin Redwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- L. Non-Discrimination in City Contracts and Benefits Ordinance.

Landlord is excepted from the requirements of Chapters 12B and 12C of the City and County of San Francisco Administrative Code for purposes of this Lease. City and Landlord agree that such exception from the requirements of Chapters 12B and 12C is hereby demonstrated by the completed "Sole Source and Emergency Exception Waiver Request Form" approved by HRC and attached hereto as Exhibit E.
- M. Effectiveness of Lease. This lease shall not be effective until the parties have fully executed this Lease.
- N. Except as expressly otherwise herein provided, with respect to all required acts

of Tenant, time is of the essence of this Lease. This Lease shall create the relationship of Landlord and Tenant between the parties hereto.

- O. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant and their respective permitted successors and assigns.
- P. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Landlord or Tenant from their obligations accruing prior to the expiration of the Lease Term, and such obligations shall survive any such expiration or other termination of the Lease Term.
- Q. The headings and titles to the paragraphs of this Lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof.
- R. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or option. This Lease shall not be effective until an original of this Lease executed by both Landlord and Tenant, and this Lease has been approved by Landlord's Mortgagees, if required.
- S. Quiet Enjoyment. Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms of this Lease (including, without limitation, Article XXX hereof), provided that Tenant pays the Rent herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. This covenant and any and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Landlord's interest hereunder.

XXXV. Entire Agreement.

This Lease Agreement, including the following Exhibits:

Addendum

- Exhibit A-1 thru A-5 - Premises, Location of Premises and Legal Description of Project
- Exhibit B - Rules and Regulations
- Exhibit C - Technical Standards
- Exhibit D - Location of Backup Emergency Generator
- Exhibit E - HRC Waiver Form
- Exhibit F - Renewal Option

Exhibit G

- Agreement of Subordination, Non-Disturbance and Attornment

constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the Premises, including all lease proposals, letters of intent and similar documents. TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT LANDLORD HAS NOT MADE AND IS NOT MAKING, AND TENANT, IN EXECUTING AND DELIVERING THIS LEASE, IS NOT RELYING UPON, ANY WARRANTIES, REPRESENTATIONS, PROMISES OR STATEMENTS, EXCEPT TO THE EXTENT THAT THE SAME ARE EXPRESSLY SET FORTH IN THIS LEASE. ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THE PARTIES ARE MERGED IN THIS LEASE WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE AGREEMENT OF THE PARTIES, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION NOT EMBODIED IN THIS LEASE. THIS LEASE MAY BE MODIFIED ONLY BY A WRITTEN AGREEMENT SIGNED BY LANDLORD AND TENANT. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, ALL OF WHICH ARE HEREBY WAIVED BY TENANT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, in quadruplicate, on the 22nd day of April, 1998.

LANDLORD:

**EOP-ONE MARKET, L.L.C.,
a Delaware limited liability company, doing
business in California as
EOP-ONE MARKET, LLC, a Delaware limited
liability company**

By: EOP Operating Limited Partnership,
a Delaware limited partnership,
its sole member

By: Equity Office Properties Trust,
a Maryland real estate investment trust,
its managing general partner


By: 
Name: Peter H. Adams
Title: Senior Vice President

TENANT:

**CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation**


Director of Property

RECOMMENDED:


Director, Department of Telecommunications
and Information Services

**APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney**

By 
Deputy City Attorney

**Board of Supervisors
Resolution No. 805-97**