

INDUSTRIAL LEASE

between

THE COUNTY OF SAN MATEO,
as Tenant

and

DLC Foster City, LP and
Triton Associates, LLC
as Tenants In Common
as Landlord

For the lease of

1166 Triton Drive, Suite 400 and a portion of 1164 Triton Drive, Suite 200
Foster City, California

May 1, 2004



Table of Contents

1.	BASIC LEASE INFORMATION	1
2.	PREMISES; AS IS CONDITION.....	3
2.1.	Lease Premises.....	3
2.2.	As Is Condition	3
3.	TERM.....	3
3.1.	Lease Term	3
3.2.	Early Termination	4
4.	RENT.....	4
5.	USE.....	4
5.1.	Permitted Use.....	4
5.2.	No Unlawful Uses, Nuisances or Waste	4
6.	TENANT IMPROVEMENTS	4
7.	ALTERATIONS.....	4
7.1.	Tenant's Alterations.....	4
7.2.	Title to Improvements.....	5
7.3.	Tenant's Personal Property	5
7.4.	Landlord's Alterations of the Building and Building Systems	5
8.	REPAIRS AND MAINTENANCE	5
9.	LIENS AND ENCUMBRANCES	5
9.1.	Liens	5
9.2.	Encumbrances.....	6
10.	UTILITIES AND SERVICES	6
11.	REGULATORY APPROVAL AND RISK MANAGEMENT REQUIREMENTS	6
11.1.	Regulatory Approvals.....	6
11.2.	Compliance with Landlord's Risk Management Requirements	7
12.	SUBORDINATION.....	7
13.	INABILITY TO PERFORM	7
14.	DAMAGE AND DESTRUCTION.....	8
14.1.	Damage and Destruction.....	8
14.2.	Waiver	8
15.	RESTRICTION ON ASSIGNMENT AND SUBLETTING	8
16.	DEFAULT; REMEDIES	8
16.1.	Events of Default	8
16.2.	Remedies	9
16.3.	Landlord's Right to Cure Tenant's Defaults.....	10
17.	WAIVER OF CLAIMS; INDEMNIFICATION.....	10
17.1.	Limitation on Landlord's Liability; Waiver of Claims	10
17.2.	Tenant's Indemnity.....	10
18.	INSURANCE.....	11
18.1.	County's Self-Insurance	11
18.2.	Landlord's Insurance	11
18.3.	Waiver of Subrogation.....	12

19.	ACCESS BY LANDLORD	12
20.	TENANT CERTIFICATES	12
21.	RULES AND REGULATIONS	12
22.	SECURITY DEPOSIT	13
23.	SURRENDER OF PREMISES	13
24.	HAZARDOUS MATERIALS	13
	24.1. Definitions	13
	24.2. No Hazardous Materials	14
	24.3. Tenant's Environmental Indemnity	14
	24.4. Survival of Obligation	15
25.	SPECIAL PROVISIONS	15
26.	GENERAL PROVISIONS	15
	26.1. Notices	15
	26.2. No Implied Waiver	16
	26.3. Amendments	16
	26.4. Authority	16
	26.5. Parties and Their Agents; Approvals	16
	26.6. Interpretation of Lease	17
	26.7. Successors and Assigns	17
	26.8. Brokers	17
	26.9. Severability	18
	26.10. Governing Law	18
	26.11. Entire Agreement	18
	26.12. Holding Over	18
	26.13. Time of Essence	18
	26.14. Cumulative Remedies	18
	26.15. Survival of Indemnities	19
	26.16. Signs	19
	26.17. Relationship of the Parties	19
	26.18. Light and Air	19
	26.19. No Recording	19
	26.20. Non-Liability of County Officials, Employees and Agents	19
	26.21. Counterparts	19
	26.22. Effective Date	20

LIST OF EXHIBITS:

EXHIBIT A -- Floor Plan

EXHIBIT B -- Rules and Regulations

1266 lease.doc

INDUSTRIAL LEASE

LEASE NO. 1266

THIS INDUSTRIAL LEASE (this "Lease"), dated for reference purposes only as of May 1, 2004, is between DLC FOSTER CITY, a California Limited Partnership and TRITON ASSOCIATES, a California Limited Liability Company as Tenants In Common ("Landlord") and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant").

Landlord and Tenant hereby covenant and agree as follows:

1. BASIC LEASE INFORMATION

The following is a summary of basic lease information (the "Basic Lease Information"). Each item below shall be deemed to incorporate all of the terms in this Lease pertaining to such item. 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.

Lease Reference Date:	May 1, 2004
Landlord:	DLC FOSTER CITY, LP and TRITON ASSOCIATES, LLC as Tenants In Common
Tenant:	COUNTY OF SAN MATEO
Building (Section 2.1):	Those certain buildings located on San Mateo County Assessor's Parcel 094-010-570 and commonly known as 1164 and 1166 Triton Drive, Foster City, California ("Buildings").
Premises (Section 2.1):	1166 Triton Drive, Suite 400 together with a portion of 1164 Triton Drive, Suite 200 Foster City, California as indicated on the attached <u>Exhibit A</u> ("Premises").
Rentable Area of Premises (Section 2.1):	Approximately 7,980 square feet of warehouse and office area plus an additional 3,800 square feet of warehouse area "if necessary".
Term (Section 3.1):	Commencement Date: May 1, 2004; Expiration Date: August 31, 2004, unless sooner terminated as hereinafter set forth.
Base Rent (Section 4.1):	Monthly payments: \$5,700.00

Use (Section 5.1): Storage and retrieval of records, files and other personal property of the County of San Mateo.

Utilities and Services (Section 10): As set forth in Section 10.
Notice Address of Tenant (Section 26.1): Assistant County Manager
400 County Center
Redwood City, California 94063
Attn: Real Property Services
Fax No.: (650) 363-4832

Key Contact for Tenant: David Tom

Telephone No.: (650) 312-5301

Alternate Contact for Tenant: Steve Alms

Telephone No.: (650) 363-4047

Address for Landlord (Section 26.1): c/o Dewey Land Company
999 Baker Way, Suite 300
San Mateo, CA 94404
Fax No.: (650) 571-1019

Key Contact for Landlord: Valerie Fontes

Telephone No.: (650) 571-1010

Alternate Contact for Landlord: Ryan Guibara

Telephone No.: (650) 571-1010

Brokers (Section 26.8): Robert McSweeney
CB Richard Ellis
950 Tower Lane
Foster City, CA 94404
(650) 577-2928

Other Noteworthy Provisions: None

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2. PREMISES; AS IS CONDITION

2.1. Lease Premises

Subject to the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord those premises in the buildings identified in the Basic Lease Information (the "Buildings") and shown on the floor plans attached hereto as Exhibit A (the "Premises"). The Buildings, land upon which the Buildings are located and all other improvements on and appurtenances to such land are referred to collectively as the "Property." Tenant shall have the non-exclusive right to use, together with other tenants of the Property, the public areas of the Property ("Common Areas"), and the non-exclusive right of access to and from the Premises by the entrances to the Buildings and the Property.

2.2. As Is Condition

TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES ARE BEING LEASED AND ACCEPTED IN THEIR "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND SUBJECT TO ALL APPLICABLE LAWS, RULES AND ORDINANCES GOVERNING THEIR USE, OCCUPANCY AND POSSESSION. TENANT REPRESENTS AND WARRANTS TO LANDLORD THAT TENANT HAS INVESTIGATED AND INSPECTED, EITHER INDEPENDENTLY OR THROUGH AGENTS OF TENANT'S OWN CHOOSING, THE CONDITION OF THE PREMISES AND THE SUITABILITY OF THE PREMISES FOR TENANT'S INTENDED USE. TENANT HAS DETERMINED, BASED SOLELY ON ITS OWN INVESTIGATION, THAT THE PREMISES ARE SUITABLE FOR TENANT'S BUSINESS AND INTENDED USE. TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR ANY OF ITS AGENTS HAVE MADE, AND LANDLORD HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RENTABLE AREA OF THE PREMISES, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PROPERTY, THE PRESENT OR FUTURE SUITABILITY OF THE PREMISES FOR TENANT'S BUSINESS, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. TERM

3.1. Lease Term

The Premises are leased for a term (the "Term") commencing on the date specified in the Basic Lease Information as the commencement date (the "Commencement Date"). The Term of this Lease shall end on the expiration date specified in the Basic Lease Information, unless sooner terminated pursuant to the provisions of this Lease. The date on which the Term terminates pursuant hereto is referred to herein as the "Expiration Date."

3.2. Early Termination

Tenant may terminate this Lease at any time by giving Landlord thirty (30) days written notice and, upon the expiration of such thirty day period, this Lease shall terminate as if it had otherwise expired at the end of the term.

4. RENT

Throughout the Term beginning on the Commencement Date, Tenant shall pay to Landlord the annual Base Rent specified in the Basic Lease Information (the "Base Rent"). Landlord and Tenant acknowledge that Tenant might not be able to make the monthly payment of Base Rent unless and until the Board of Supervisors of the County of San Mateo adopts a resolution authorizing this Lease. The earliest date on which the Board of Supervisors will have an opportunity to consider this matter is June 8, 2004.

5. USE

5.1. Permitted Use

Tenant shall use and occupy the Premises during the Term solely for storage of files, records and other personal property of the County and for such other uses, if any, as may be specified in the Basic Lease Information, and for no other purpose.

5.2. No Unlawful Uses, Nuisances or Waste

Without limiting the foregoing, Tenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Tenant shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises.

6. TENANT IMPROVEMENTS

Not Used

7. ALTERATIONS

7.1. Tenant's Alterations

Tenant shall not make or permit any alterations to the Building or to the heating, ventilating, air conditioning, plumbing, electrical, fire protection, life safety, security and other mechanical, electrical, communications systems of the Building ("Building Systems"), and shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, to or about the Premises, without Landlord's prior written consent in each instance. All Alterations shall be done at Tenant's expense in accordance with plans and specifications approved by Landlord, only by duly licensed and bonded contractors or mechanics approved by Landlord, and subject to any conditions that Landlord may reasonably impose. If the cost of any Alterations is in excess of Five Thousand Dollars (\$5,000),

then Tenant shall pay to Landlord an administrative fee equal to ten percent (10%) of the total "hard" costs of the work to compensate Landlord for the costs of review.

7.2. Title to Improvements

Except for Tenant's Personal Property (as described in the next section), or as may be specifically provided to the contrary in the approved Plans, all appurtenances, fixtures, improvements, equipment, additions, and other property attached or affixed to or installed in the Premises at the Commencement Date or during the Term, including, without limitation, the Tenant Improvements and any Alterations, shall be and remain Landlord's property. Tenant may not remove any such property at any time during or after the Term unless Landlord so requests as further provided in Section 23 (Surrender), below.

7.3. Tenant's Personal Property

All furniture, trade fixtures, office equipment and articles of movable personal property installed in the Premises by or for the account of Tenant, without expense to Landlord, and that can be removed without structural or other damage to the Premises (collectively, "Tenant's Personal Property") shall be and remain Tenant's property. Tenant may remove its Personal Property at any time during the Term, subject to the provisions of Section 23 (Surrender), below. Tenant shall pay any taxes or other impositions levied or assessed upon Tenant's Personal Property, at least ten (10) days prior to delinquency, and shall deliver satisfactory evidence of such payment to Landlord upon request.

7.4. Landlord's Alterations of the Building and Building Systems

Landlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the uses permitted hereunder. Landlord and Tenant hereby acknowledge that Landlord intends to make certain modifications to the electrical service in the portion of the Premises in 1166 Triton Drive, and Tenant agrees to use its best efforts to facilitate the efficient completion of such work.

8. REPAIRS AND MAINTENANCE

Not Used

9. LIENS AND ENCUMBRANCES

9.1. Liens

Tenant shall keep the Premises and the rest of the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant. In the event Tenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies, the right, but not the obligation, to cause the lien to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such

lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Landlord by Tenant upon demand. Landlord shall have the right to post on the Premises any notices that Landlord may deem proper for the protection of Landlord, the Premises, and the Building, from mechanics' and materialmen's liens. Tenant shall give to Landlord at least fifteen (15) days' prior written notice of commencement of any Alteration, repair or construction on the Premises. Tenant agrees to indemnify, defend and hold Landlord and its Agents harmless from and against any claims for mechanic's, materialmen's or other liens in connection with any Alterations, repairs or construction on the Premises, or materials furnished or obligations incurred by or for Tenant.

9.2. Encumbrances

Tenant shall not create, permit or suffer any liens or encumbrances affecting any portion of the Premises, the Property or Landlord's interest therein or under this Lease.

10. UTILITIES AND SERVICES

Landlord shall provide all basic utilities and services to the Premises, including gas, electricity, landscaping, trash removal, domestic water and fire sprinkler service, subject to the terms and conditions contained therein except that Tenant shall be responsible for any PG&E costs in excess of \$500 per month for the Premises. Tenant shall be responsible for furnishing, at no cost to the Landlord, any utilities or services other than or in excess of the Standard Utilities and Services that Tenant may need for its use of the Premises.

11. REGULATORY APPROVAL AND RISK MANAGEMENT REQUIREMENTS

11.1. Regulatory Approvals

(a) Responsible Party

Tenant understands and agrees that Tenant's use of the Premises may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Tenant shall be solely responsible for obtaining any and all such regulatory approvals. Tenant shall not seek any regulatory approval without first obtaining the written consent of Landlord under this Lease. Tenant shall bear all costs associated with applying for and obtaining with any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval; provided, however, any such condition that could affect use or occupancy of the Property or Landlord's intent therein must first be approved by Landlord in its sole discretion. Any fines or penalties levied as a result of Tenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Tenant, and Landlord shall have no liability, monetary or otherwise, for any such fines or penalties. Tenant shall Indemnify Landlord and the other Indemnified Parties (as defined below) hereunder against all Claims (as defined below) arising in connection with Tenant's failure to obtain or failure by Tenant, its Agents or Invitees to comply with the terms and conditions of any regulatory approval.

11.2. Compliance with Landlord's Risk Management Requirements

Tenant shall not do anything, or permit anything to be done, in or about the Premises which would be prohibited by or increase rates under a standard form fire insurance policy or subject Landlord to potential premises liability. Tenant shall faithfully observe, at no cost to the Landlord, any and all requirements of Landlord with respect to Tenant's use and occupancy of the Premises, so long as such requirements do not unreasonably interfere with Tenant's use of the Premises.

12. SUBORDINATION

This Lease is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by Landlord affecting the Property, or any part thereof, or Landlord's interest therein, without the necessity of executing any instrument to effectuate such subordination; provided, however, upon Landlord's request, Tenant, or Tenant's successor-in-interest, shall execute and deliver any and all instruments desired by Landlord evidencing such subordination in the manner requested by Landlord. Notwithstanding the foregoing, Landlord or the holder shall, in its respective discretion, have the right to subordinate any such interests to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-in-interest to Landlord, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Tenant agrees, however, to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Lease.

13. INABILITY TO PERFORM

No actual or constructive eviction, in whole or in part, shall entitle Tenant to any abatement or diminution of Rent or relieve Tenant from any of its obligations under this Lease. If Landlord is unable to perform or is delayed in performing any of Landlord's obligations under this Lease, by reason of acts of God, accidents, breakage, repairs, strikes, lockouts, other labor disputes, protests, riots, demonstrations, inability to obtain utilities or materials or by any other reason beyond Landlord's reasonable control, no such inability or delay shall constitute an eviction under this Lease, or impose any liability upon Landlord or its Agents by reason of inconvenience, annoyance, interruption, injury or loss to or interference with Tenant's business or use and occupancy or quiet enjoyment of the Premises or any loss or damage occasioned thereby. Tenant hereby waives and releases any right to terminate this Lease under Section 1932, subdivision 1 of the California Civil Code or any similar law, statute or ordinance now or hereafter in effect.

14. DAMAGE AND DESTRUCTION

14.1. Damage and Destruction

If the Premises or the Buildings are damaged by fire or other casualty to an extent that interferes with Tenant's use thereof, this Lease shall terminate.

14.2. Waiver

Landlord and Tenant intend that the provisions of this Section govern fully in the event of any damage or destruction and accordingly, Landlord and Tenant each hereby waives the provisions of Section 1932, subdivision 2, Section 1933, subdivision 4 and Sections 1941 and 1942, of the Civil Code of California or under any similar law, statute or ordinance now or hereafter in effect.

15. RESTRICTION ON ASSIGNMENT AND SUBLETTING

Tenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Tenant), voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises or its leasehold estate hereunder (collectively, an "Assignment"), or permit or license any portion of the Premises to be used or occupied by anyone other than itself, or sublet any portion of the Premises (collectively, "Sublease").

16. DEFAULT; REMEDIES

16.1. Events of Default

Any of the following shall constitute an event of default (the "Event of Default") by Tenant hereunder:

(a) other than failure to pay rent or other such sum, a failure to comply with any covenant, condition or representation made under this Lease and such failure continues for fifteen (15) days after the date of written notice by Landlord, provided that if such default is not capable of cure within such 15-day period, Tenant shall have a reasonable period to complete such cure if Tenant promptly undertakes action to cure such default within such 15-day period and thereafter diligently prosecutes the same to completion within sixty (60) days after the receipt of notice of default from Landlord;

(b) a vacation or abandonment of the Premises for a continuous period in excess of five (5) business days.

(c) failure to pay rent or other such sum within five (5) days of written notice from Landlord that same is past due.

16.2. Remedies

Upon the occurrence of an Event of Default Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including, but not limited to, its re-entry into the Premises, its efforts to relet the Premises, its reletting of the Premises for Tenant's account, its storage of Tenant's Personal Property and trade fixtures, its acceptance of keys to the Premises from Tenant, its appointment of a receiver, or its exercise of any other rights and remedies under this Section 16.2 or otherwise at law, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises.

Upon such termination in writing of Tenant's right to possession of the Premises, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future Legal Requirement providing for recovery of damages for such breach, including but not limited to the following:

- (i) The reasonable cost of recovering the Premises; plus
- (ii) The reasonable cost of removing Tenant's Alterations, trade fixtures and improvements; plus
- (iii) All unpaid rent due or earned hereunder prior to the date of termination, less the proceeds of any reletting or any rental received from subtenants prior to the date of termination applied as provided in Section 17.2(b) below, together with interest at the Interest Rate, on such sums from the date such rent is due and payable until the date of the award of damages; plus
- (iv) The amount by which the rent which would be payable by Tenant hereunder as reasonably estimated by Landlord, from the date of termination until the date of the award of damages, exceeds the amount of such rental loss as Tenant proves could have been reasonably avoided, together with interest at the Interest Rate on such sums from the date such rent is due and payable until the date of the award of damages; plus
- (v) Such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law, including without limitation any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease which in the ordinary course of things would be likely to result therefrom.

(b) Landlord may require Tenant to remove any and all Alterations from the Premises or, if Tenant fails to do so within ten (10) days after Landlord's request, Landlord may do so at Tenant's expense.

(c) Landlord may cure the Event of Default at Tenant's expense, it being understood that such performance shall not waive or cure the subject Event of Default. If Landlord pays any sum or incurs any expense in curing the Event of Default, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at the Interest Rate from the date the sum is paid or the expense is incurred until Landlord is reimbursed by Tenant. Any amount due Landlord under this subsection shall constitute additional rent hereunder.

16.3. Landlord's Right to Cure Tenant's Defaults

If Tenant defaults in the performance of any of its obligations under this Lease, then Landlord may, at its sole option, remedy such default for Tenant's account and at Tenant's expense by providing Tenant with three (3) days' prior written or oral notice of Landlord's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by Landlord). Such action by Landlord shall not be construed as a waiver of such default or any rights or remedies of Landlord, and nothing herein shall imply any duty of Landlord to do any act that Tenant is obligated to perform. Tenant shall pay to Landlord upon demand, as additional rent, all costs, damages, expenses or liabilities incurred by Landlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Tenant's obligations under this Section shall survive the termination of this Lease.

17. WAIVER OF CLAIMS; INDEMNIFICATION

17.1. Limitation on Landlord's Liability; Waiver of Claims

Landlord shall not be responsible for or liable to Tenant, and Tenant hereby assumes the risk of, and waives and releases Landlord, its officers, directors, members, partners and its Agents from all Claims (as defined below) for, any injury, loss or damage to any person or property in or about the Premises by or from any cause whatsoever including, without limitation, (i) any act or omission of persons occupying adjoining premises or any part of the Building adjacent to or connected with the Premises, (ii) theft, (iii) explosion, fire, steam, oil, electricity, water, gas or rain, pollution or contamination, (iv) stopped, leaking or defective Building Systems, (v) Building defects, and (vi) any other acts, omissions or causes. Nothing in this Section shall relieve Landlord from liability caused solely and directly by the gross negligence or willful misconduct of Landlord or its Agents, but Landlord shall not be liable under any circumstances for any consequential, incidental or punitive damages.

17.2. Tenant's Indemnity

Tenant, on behalf of itself and its successors and assigns, shall indemnify, defend and hold harmless ("Indemnify") Landlord and all of its Agents, and their respective heirs, legal representatives, successors and assigns (individually and collectively, the "Indemnified Parties"), and each of them, from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including, without limitation, direct and vicarious liability of every kind (collectively, "Claims"), incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, including, without limitation, employees of Tenant, or loss of or damage to property, howsoever or by whomsoever caused, occurring in or about the Premises; (b) any default by Tenant in the

observation or performance of any of the terms, covenants or conditions of this Lease to be observed or performed on Tenant's part; (c) the use or occupancy or manner of use or occupancy of the Premises by Tenant, its Agents or Invitees or any person or entity claiming through or under any of them; (d) the condition of the Premises; (e) any construction or other work undertaken by Tenant on the Premises whether before or during the Term of this Lease; or (f) any acts, omissions or negligence of Tenant, its Agents or Invitees, in, on or about the Premises or the Property; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Lease and further except only such Claims as are caused exclusively by the willful misconduct or gross negligence of the Indemnified Parties. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Landlord from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by Landlord and continues at all times thereafter. Tenant's obligations under this Section shall survive the termination of the Lease.

18. INSURANCE

18.1. County's Self-Insurance

Landlord acknowledges that County maintains a program of self-insurance and agrees that County shall not be required to carry any insurance with respect to this Lease. County assumes the risk of damage to any of County's Personal Property, except for damage caused by Landlord or its Agents.

County is presently self-insured in the amount of \$500,000 each occurrence giving rise to personal injury and property damage liabilities for which County could be held responsible. In addition, County presently has in force excess insurance in the amount of \$1,500,000 per occurrence with an annual aggregate of \$10,000,000. Said self-insurance and excess insurance provide coverage for personal injury and property damage liabilities arising out of the acts and/or omissions of County, its officers, agents, contractors and employees, while on the Premises. County upon request of Landlord shall furnish Landlord with a Certificate of Insurance that shall provide that Landlord would receive ten (10) days' prior notice of cancellation, change in scope or modification in coverage of such coverage. Nothing herein shall be interpreted to require County or its insurer to provide a defense for, to provide insurance for, or to indemnify Landlord except as may be otherwise required by law or this Lease.

18.2. Landlord's Insurance

At all times during the Term, Landlord shall keep the Building (excluding the land upon which it is located) insured against damage and destruction by fire, vandalism, malicious mischief, sprinkler damage and other perils customarily covered. Landlord hereby waives any rights against County for loss or damage to the Premises or any other part of the Property, to the extent covered by Landlord's property insurance.

18.3. Waiver of Subrogation

Notwithstanding anything to the contrary contained herein, Landlord, in the event the Landlord does not self-insure, and Tenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Property, the Building or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent (i) such loss or damage is actually recovered from valid and collectible insurance covering the Waiving Party, and (ii) the Waiving Party's insurance carrier agrees to its written waiver of right to recover such loss or damage.

19. ACCESS BY LANDLORD

Landlord reserves for itself and any of its designated Agents, the right to enter the Premises as follows: (i) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by Landlord hereunder; (ii) on an occasional basis, at all reasonable times after giving Tenant reasonable advance written or oral notice, to show the Premises to prospective tenants or other interested parties, to post notices of non-responsibility, to conduct any environmental audit of Tenant's use of the Premises, to repair, alter or improve any part of the Building, Building Systems or the Premises, and for any other lawful purpose; and (iii) on an emergency basis without notice whenever Landlord believes that emergency access is required. Landlord shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Premises, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof. Tenant shall not alter any lock or install any new or additional locking devices without the prior written consent of Landlord. All locks installed in the Premises (excluding Tenant's vaults, safes or special security areas, if any, designated by Tenant in writing to Landlord) shall be by keyed to the Building master key system, and Landlord shall at all times have a key with which to unlock all such doors.

20. TENANT CERTIFICATES

Tenant, at any time and from time to time upon not less than ten (10) days' prior notice from Landlord, shall execute and deliver to Landlord or to any party designated by Landlord a certificate stating: (a) that Tenant has accepted the Premises, (b) the Commencement Date and Expiration Date of this Lease, (c) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (d) whether or not there are then existing any defenses against the enforcement of any of Tenant's obligations hereunder (and if so, specifying the same), (e) whether or not there are any defaults then existing under this Lease (and if so specifying the same), (f) the dates, if any, to which the Base Rent and Additional Charges have been paid, and (g) any other information that may be required.

21. RULES AND REGULATIONS

Tenant shall faithfully comply with the rules and regulations attached to this Lease as Exhibit B (Building Rules and Regulations) and all modifications thereof and additions thereto.

that Landlord may from time to time put into effect (the "Rules and Regulations"). Landlord shall not be responsible for the non-performance of the Rules and Regulations by any other tenant or occupant of the Building. In the event of any conflict between any provision of this Lease and any provision of the Rules and Regulations, this Lease shall control.

22. SECURITY DEPOSIT

Not Used

23. SURRENDER OF PREMISES

Upon the Expiration Date or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Premises together with the Tenant Improvements and all Alterations approved by Landlord in good order and condition, with concrete floor swept/mopped and carpeted floors vacuumed, except for normal wear and tear after Tenant having made the last necessary repair required on its part under this Lease, and further except for any portion of the Premises condemned and any damage and destruction for which Tenant is not responsible hereunder. The Premises shall be surrendered free and clear of all liens and encumbrances other than liens and encumbrances existing as of the date of this Lease and any other encumbrances created by Landlord. Immediately before the Expiration Date or other termination of this Lease, Tenant shall remove all of Tenant's Personal Property as provided in this Lease, and repair any damage resulting from the removal. If such removal is not completed at the expiration or other termination of this Lease, Landlord may remove the same at Tenant's expense. Notwithstanding anything to the contrary in this Lease, Landlord can elect at any time prior to the Expiration Date or within five (5) days after termination of this Lease, to require Tenant to remove, at Tenant's sole expense, all or part of the Leasehold Improvements, Alterations or other improvements or equipment constructed or installed by or at the expense of Tenant. Tenant shall promptly remove such items and shall repair, at no cost to the Landlord, any damage to the Premises or the Building resulting from such removal, or if Tenant fails to repair, Landlord may do so, at Tenant's expense. Tenant's obligations under this Section shall survive the Expiration Date or other termination of this Lease. Any items of Tenant's Personal Property remaining in the Premises after the Expiration Date or sooner termination of this Lease may, at Landlord's option, be deemed abandoned and disposed of in accordance with Section 1980 *et seq.* of the California Civil Code or in any other manner allowed by law and Tenant shall reimburse landlord for all costs of such disposal within 30 days of written invoice to Tenant; this clause shall survive the lease termination.

24. HAZARDOUS MATERIALS

24.1. Definitions

As used herein, the following terms shall have the meanings set forth below:

(a) "Environmental Laws" shall mean any present or future federal, state, local or administrative law, rule, regulation, order or requirement relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage), or to health and safety, industrial hygiene or the environment, including, without limitation, soil, air and groundwater conditions.

(b) "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health, welfare or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25316 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; and petroleum, including crude oil or any fraction thereof, natural gas or natural gas liquids.

(c) "Investigate and Remediate" ("Investigation" and "Remediation") shall mean the undertaking of any activities to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Property or that has been, are being or threaten to be Released into the environment, and to clean up, remove, contain, treat, stabilize, monitor or otherwise control such Hazardous Material.

(d) "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside the Premises, or in, on, under or about any other part of the Property or into the environment.

24.2. No Hazardous Materials

Tenant covenants and agrees that neither Tenant nor any of its Agents or Invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Property, or transported to or from the Property, with the sole exception that Tenant may keep and use such substances in the Premises in such reasonably limited amounts as are customarily used for general office purposes (such as copy toner and other normal office and cleaning supplies) so long as such storage and use are in compliance with all applicable Environmental Laws at all times. Tenant shall give immediate written notice to Landlord of: (a) any action, proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Health Services, the State or any Regional Water Quality Control Board, the Bay Area Air Quality Management district or any local governmental entity) against Tenant with respect to the presence or Release or suspected presence or Release of Hazardous Material on the Premises, Building or Property or the migration thereof from or to other property; (b) all demands or claims made or threatened by any third party against Tenant or the Premises, Building or Property relating to any loss of injury resulting from any Hazardous Materials; (c) any Release of Hazardous Material on or about the Premises or any other part of the Property has occurred that may require any Investigation or Remediation; and (d) all matters of which Tenant is required to give notice pursuant to Section 25359.7 of the California Health and Safety Code.

24.3. Tenant's Environmental Indemnity

If Tenant breaches any of its obligations contained in this Section, or, if any act or omission of Tenant, its Agents or Invitees, results in any Release of Hazardous Material in, on,

under or about the Premises or any other part of the Property in violation of any applicable Environmental Laws, then, without limiting Tenant's Indemnity contained in Section 17.2, Tenant shall, on behalf of itself and its successors and assigns, Indemnify the Indemnified Parties, and each of them, from and against all Claims (including, without limitation, damages for decrease in value of the Premises or the Property, the loss or restriction of the use of rentable or usable space or of any amenity of the Premises or the Property and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees and costs) arising during or after the Term of this Lease and relating to such Release. The foregoing Indemnity includes, without limitation, costs incurred in connection with activities undertaken to Investigate and Remediate Hazardous Material and to restore the Property to its prior condition, fines and penalties assessed for the violation of any applicable Environmental Laws, and any natural resource damages. Without limiting the foregoing, if Tenant or any of its Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or any other part of the Property, Tenant shall immediately and at no expense to Landlord take any and all appropriate actions to return the Premises or the Property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Tenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Landlord from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Tenant by the Landlord and continues at all times thereafter. Tenant shall afford Landlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise or proceeding involving Hazardous Material.

24.4. Survival of Obligation

Tenant's obligations under this Section 24 shall survive the Expiration Date or other termination of this Lease.

25. SPECIAL PROVISIONS

Not Used

26. GENERAL PROVISIONS

26.1. Notices

Any notice given under this Lease shall be effective only if in writing and given by delivering the notice in person or by sending it first-class mail or certified mail with a return receipt requested or by overnight courier, return receipt requested, with postage prepaid, to: (a) Tenant (i) at Tenant's address set forth in the Basic Lease Information, if sent prior to Tenant's taking possession of the Premises, or (ii) at the Premises if sent on or subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant or any Agent of Tenant may be found if sent subsequent to Tenant's vacating, abandoning or surrendering the Premises; or (b) Landlord at Landlord's address set forth in the Basic Lease Information; or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten

(10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by telefacsimile to the telephone number set forth in the Basic Lease Information or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile. Tenant shall promptly provide Landlord with copies of any and all notices received regarding any alleged violation of laws or insurance requirements or any alleged unsafe condition or practice.

26.2. No Implied Waiver

No failure by Landlord to insist upon the strict performance of any obligation of Tenant under this Lease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Base Rent during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Landlord, shall constitute a waiver of such breach or of Landlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Lease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. Any consent by Landlord hereunder shall not relieve Tenant of any obligation to secure the consent of Landlord in any other or future instance under the terms of this Lease.

26.3. Amendments

Neither this Lease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by both parties hereto.

26.4. Authority

If Landlord signs as a corporation or a partnership, each of the persons executing this Lease on behalf of Landlord does hereby covenant and warrant that Landlord is a duly authorized and existing entity, that Landlord has and is qualified to do business in California, that Landlord has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of Landlord are authorized to do so. Upon Tenant's request, Landlord shall provide Tenant with evidence reasonably satisfactory to Tenant confirming the foregoing representations and warranties.

26.5. Parties and Their Agents; Approvals

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations and liabilities under this Lease imposed on Tenant shall be joint and several. As used herein, the term "Agents" when used with respect to either party shall include the agents, employees, officers, members, managers, partners, contractors and representatives of such party, and the term "Invitees" when used with

respect to Tenant shall include the clients, customers, invitees, guests, licensees, assignees or subtenants of Tenant. All approvals, consents or other determinations permitted or required by Tenant hereunder shall be made by or through Tenant's Assistant County Manager unless otherwise provided in this Lease, subject to applicable law.

26.6. Interpretation of Lease

The captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. Provisions in this Lease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Landlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Lease, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

26.7. Successors and Assigns

Subject to the provisions of this Lease relating to Assignment and Subletting, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any sale, assignment or transfer by Landlord named herein (or by any subsequent landlord) of its interest in the Building as owner or lessee, including any transfer by operation of law, Landlord (or any subsequent landlord) shall be relieved from all subsequent obligations and liabilities arising under this Lease subsequent to such sale, assignment or transfer.

26.8. Brokers

Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the lease contemplated herein except as identified in the Basic Lease Information, whose commission, if any is due, shall be paid pursuant to a separate written agreement between such broker and the party through which such broker contracted. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Claims incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Lease.

26.9. Severability

If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

26.10. Governing Law

This Lease shall be construed and enforced in accordance with the laws of the State of California.

26.11. Entire Agreement

This instrument, including the exhibits hereto, which are made a part of this Lease, contains the entire agreement between the parties and all prior written or oral negotiations, understandings and agreements are merged herein. The parties further intend that this Lease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Lease. Tenant hereby acknowledges that neither Landlord nor Landlord's Agents have made any representations or warranties with respect to the Premises, the Building or this Lease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

26.12. Holding Over

Any holding over after the expiration of the Term with the express consent of Landlord shall be construed to automatically extend the Term of this Lease on a month-to-month basis at a Base Rent equal to 150% of the Base Rent payable by Tenant hereunder prior to such expiration, and shall otherwise be on the terms and conditions herein specified so far as applicable (except for those pertaining to the Term). Any holding over without Landlord's consent shall constitute a default by Tenant and entitle Landlord to exercise any or all of its remedies as provided herein, notwithstanding that Landlord may elect to accept one or more payments of Rent, and whether or not such amounts are at the holdover rate specified above or the rate in effect at the end of the Term of the Lease.

26.13. Time of Essence

Time is of the essence with respect to all provisions of this Lease in which a definite time for performance is specified.

26.14. Cumulative Remedies

All rights and remedies of either party hereto set forth in this Lease shall be cumulative, except as may otherwise be provided herein.

26.15. Survival of Indemnities

Termination of this Lease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof.

26.16. Signs

Tenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from any common areas of the Property or from the exterior of the Premises, without Landlord's prior written consent, which Landlord may withhold or grant in its sole discretion.

26.17. Relationship of the Parties

Landlord is not, and none of the provisions in this Lease shall be deemed to render Landlord, a partner in Tenant's business, or joint venturer or member in any joint enterprise with Tenant. Neither party shall act as the agent of the other party in any respect hereunder. This Lease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

26.18. Light and Air

Tenant covenants and agrees that no diminution of light, air or view by any structure that may hereafter be erected (whether or not by Landlord) shall entitle Tenant to any reduction of the Base Rent under this Lease, result in any liability of Landlord to Tenant, or in any other way affect this Lease or Tenant's obligations hereunder.

26.19. No Recording

Tenant shall not record this Lease or any memorandum hereof in the public records.

26.20. Non-Liability of County Officials, Employees and Agents

No elective or appointive board, commission, member, officer, employee or other Agent of the County of San Mateo shall be personally liable to Landlord, its successors and assigns, in the event of any default or breach by Tenant or for any amount which may become due to Landlord, its successors and assigns, or for any obligation of Tenant under this Agreement. No employees, officers, members, managers, partners, contractors and representatives or other Agent of the Landlord shall be personally liable to Tenant, its successors and assigns, in the event of any default or breach by Landlord or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of Landlord under this Agreement.

26.21. Counterparts

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

26.22. Effective Date

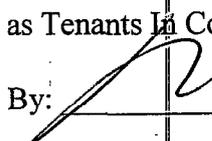
This Lease shall become effective on the date upon which (i) Tenant's Board of Supervisors, in its sole and absolute discretion, adopts a resolution approving this Lease in accordance with all applicable laws and (ii) this Lease is duly executed and delivered by the parties hereto.

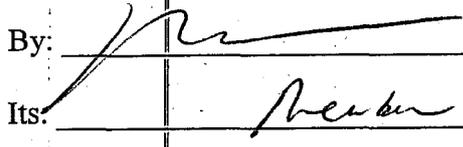
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF THE COUNTY HAS AUTHORITY TO COMMIT TENANT TO THIS LEASE UNLESS AND UNTIL THE COUNTY'S BOARD OF SUPERVISORS SHALL HAVE DULY ADOPTED A RESOLUTION APPROVING THIS LEASE AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED HEREBY. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF LANDLORD HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS LEASE SHALL BE NULL AND VOID IF THE BOARD OF SUPERVISORS DOES NOT APPROVE THIS LEASE, IN ITS SOLE DISCRETION. APPROVAL OF THIS LEASE BY ANY DEPARTMENT, COMMISSION OR AGENCY OF LANDLORD SHALL NOT BE DEEMED TO IMPLY THAT SUCH WILL BE ENACTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON TENANT.

Landlord and Tenant have executed this Lease as of the date first written above.

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LANDLORD: DLC Foster City LP and
Triton Associates, LLC
as Tenants In Common

By:  *Triton Assoc. LP*
Its: Member

By: 
Its: Member

TENANT: COUNTY OF SAN MATEO,
a political subdivision of the State of California

Mark Church
President, Board of Supervisors

ATTEST:

RESOLUTION NO.: _____

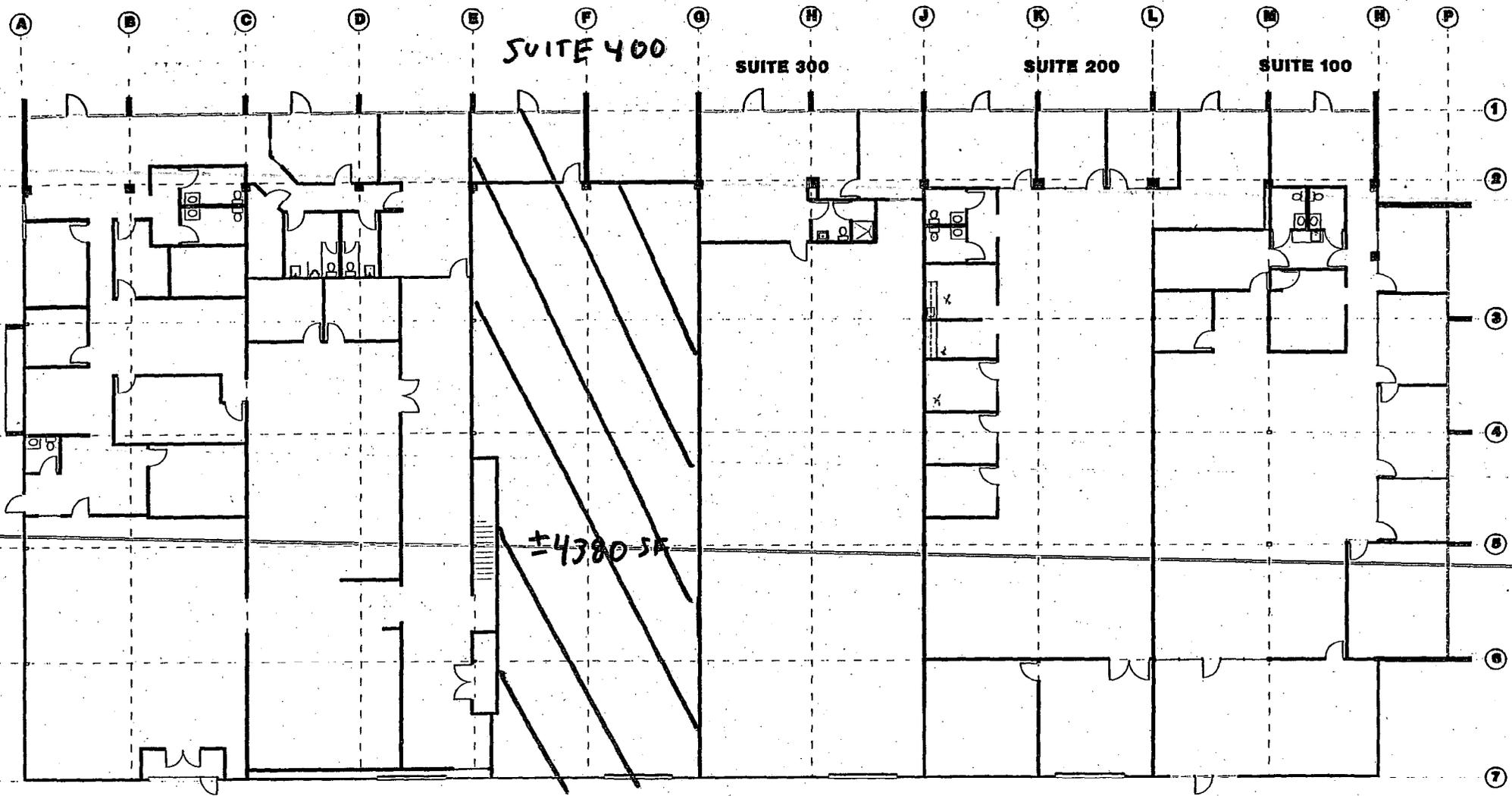
Clerk of the Board

OFFICE LEASE

EXHIBIT A

FLOOR PLANS
CONSISTING OF TWO PAGES





1166 TRITON DR.
FOSTER CITY, CALIFORNIA

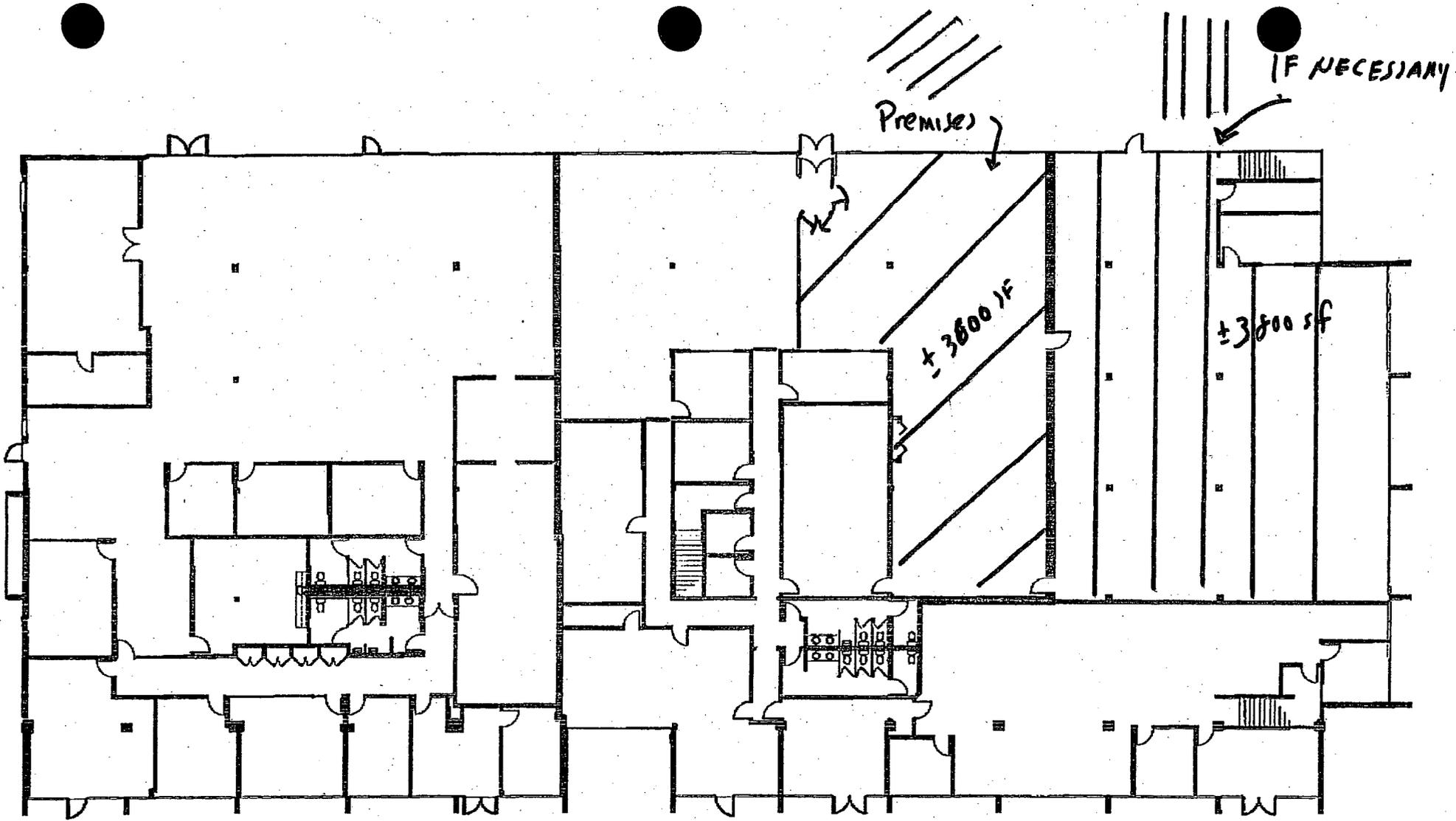
EXHIBIT A



1"=2000

DEWEY LAND COMPANY
899 BAKER WAY SUITE 300
SAN MATEO, CA 94404

10/24/01 11:54 AM 1164 TRITON DRIVE COSTA MESA, CA 92626



SUITE 100

SUITE 200

1164
TRITON
DRIVE

COSTA MESA, CALIFORNIA

10-24-01



0 5 10 15

EXHIBIT A

EXHIBIT B

RULES AND REGULATIONS

The FOSTER CITY - GENERAL DECLARATION OF RESTRICTIONS, COVENANTS AND CHARGES dated August 17, 1964 and recorded August 18, 1964 in the Official Records of San Mateo County at Vol. 4778, Page 470-487 inclusive is hereby incorporated and made a part of this Lease by reference.