

REAM CHARLES S  
Form 4  
September 25, 2009

**FORM 4**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

OMB APPROVAL

OMB Number: 3235-0287  
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person \*  
REAM CHARLES S

2. Issuer Name and Ticker or Trading Symbol  
DYNCORP INTERNATIONAL INC. [DCP]

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

(Last) (First) (Middle)  
3190 FAIRVIEW PARK DRIVE,  
SUITE 700

3. Date of Earliest Transaction  
(Month/Day/Year)  
09/23/2009

Director  10% Owner  
 Officer (give title below)  Other (specify below)

(Street)  
FALLS CHURCH, VA 22042

4. If Amendment, Date Original Filed(Month/Day/Year)

6. Individual or Joint/Group Filing(Check Applicable Line)  
 Form filed by One Reporting Person  
 Form filed by More than One Reporting Person

(City) (State) (Zip)

**Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned**

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D) Price			
Class A Common Stock					4,000	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

SEC 1474 (9-02)

**Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

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1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price or Value of Underlying Securities (Instr. 3 and 4)
Restricted Stock Units	(1)	09/23/2009		A	1,586	(2) (2)	Class A Common Stock	1,586
Restricted Stock Units	(1)					(3) (3)	Class A Common Stock	1,700

## Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
REAM CHARLES S 3190 FAIRVIEW PARK DRIVE, SUITE 700 FALLS CHURCH, VA 22042	X			

## Signatures

/s/ Gregory Nixon, as attorney in fact  
 09/25/2009  
 \*\*Signature of Reporting Person Date

## Explanation of Responses:

- \* If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).
- (1) Each restricted stock unit represents either (i) a contingent right to receive one share of DCP Class A Common Stock or (ii) a cash amount equal to the number of shares received multiplied by the closing price of the stock on the vesting day.
- (2) The restricted stock units vest on July 14, 2010. Payment or settlement in shares shall be made on the date that is six months after the Director ceases to serve on the Issuer's Board of Directors.
- (3) The restricted stock units vested on July 14, 2009. Payment or settlement in shares shall be made on the date that is six months after the Director ceases to serve on the Issuer's Board of Directors.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. r 29,380 rentable square feet at the Premises Exhibit C ASSIGNMENT AND ASSUMPTION OF CONTRACTS, EQUIPMENT LEASES, PERMITS, AND WARRANTIES ASSIGNMENT AND ASSUMPTION OF CONTRACTS, EQUIPMENT LEASES, PERMITS, AND WARRANTIES dated as of \_\_\_\_\_, 2003 (the "Agreement"), between [BRE/San Tomas I L.L.C.][BRE/San Tomas II L.L.C.], a

Delaware limited liability company having an address at 345 Park Avenue, 32nd Floor, New York, New York 10154 ("Assignor") and Mission West Properties, L.P., a Delaware limited partnership having an address at 10050 Bandlely Drive, Cupertino, CA 95014 ("Assignee"). Background This Agreement is being executed and delivered pursuant to that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2003 (the "Purchase Agreement") among Assignor, as seller, and Assignee, as buyer. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement. Assignment and Assumption In consideration of Ten (\$10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to: (i) All agreements, contracts or understandings of Assignor relating to ownership, operation, maintenance, and management of the Property and the buildings and other improvements located thereon, or any portion thereof, including, without limitation, the contracts set forth on Schedule A attached hereto (collectively, the "Contracts"); (ii) All equipment leases and rental agreements relating to the equipment, services, vehicles, furniture or other type of personal property with regard to the Property and the buildings and other improvements located thereon, or any portion thereof, including, without limitation, the leases set forth on Schedule B attached hereto (collectively, the "Equipment Leases"); (iii) All of Assignor's right, title and interest in and to all licenses, registrations, certificates, permits, approvals and other governmental authorizations relating to the construction, operation, use or occupancy of the Property and the buildings and other improvements located thereon, or any portion thereof (collectively, the "Permits"); (iv) all of Assignor's right, title and interest in and to all warranties and guarantees, if any, relating to the personal property located on the Property or in the buildings and other improvements located thereon, including, but not limited to, those set forth on Schedule C (collectively, the "Warranties"; the Contracts, the Equipment Leases, the Permits and the Warranties are collectively referred to herein as the "Agreements"). TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Agreements. Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Contracts described on Schedule A attached hereto, the Equipment Leases described on Schedule B attached hereto and the Warranties described on Schedule C attached hereto on the Assignor's part to be performed thereunder from and after the date hereof and will perform all of the terms, covenants and conditions of such Contracts and Equipment Leases arising or accruing from and after the date hereof, all with the same force and effect as though the Assignee had signed such Contracts and Equipment Leases as a party named therein. IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written. ASSIGNOR: [BRE/SAN TOMAS I L.L.C., a Delaware limited liability company] By: ----- Name: Title: [BRE/SAN TOMAS II L.L.C., a Delaware limited liability company] By: ----- Name: Title: ASSIGNEE: MISSION WEST PROPERTIES, L.P., a Delaware limited partnership By: Mission West Properties, Inc., its General Partner By: ----- Name: Title: Schedules: ----- Schedule A Contracts Schedule B Equipment Lease Schedule C Warranties Schedule A to Assignment and Assumption of Contracts, Equipment Leases, Permits and Warranties Contracts None. Schedule B to Assignment and Assumption of Contracts, Equipment Leases, Permits and Warranties Equipment Leases None. Schedule C to Assignment and Assumption of Contracts, Equipment Leases, Permits and Warranties Warranties BRE/San Tomas I L.L.C. Building Warranty Date ----- 2300 Central Expressway Johns Manville 11/7/1997 Buildings A, B and C 2770 Scott Boulevard Johns Manville 12/15/1997 BRE/San Tomas II L.L.C. None. Exhibit D ASSIGNMENT OF UNISYS INDEMNITY THIS ASSIGNMENT AND ASSUMPTION OF UNISYS INDEMNITY ("Assignment") is made this \_\_\_\_ day of April, 2003, by and between [BRE/SAN TOMAS I L.L.C.][BRE/SAN TOMAS II L.L.C.], a Delaware limited liability company ("Assignor") and MISSION WEST PROPERTIES, L.P., a Delaware limited partnership ("Assignee"). W I T N E S S E T H: A. This Assignment is being executed and delivered pursuant to that certain Purchase and Sale Agreement dated as of April \_\_\_, 2003 (the "Purchase Agreement") among Assignor, as seller, and Assignee, as buyer for the purchase and sale of that certain real property more particularly described on Schedule C hereto (the "Property"). B. South Bay/San Tomas Associates, a California general partnership ("South Bay"), predecessor-in-interest to Assignor, entered into that certain Amendment No. 8 to Purchase and Sale Agreement dated October 8, 1990 (the "Eighth Amendment"), with Unisys Corporation, a Delaware corporation ("Unisys") ), a copy of which is attached hereto as Schedule A hereto. C. SBC&D Co., Inc., a California corporation, the predecessor-in-interest to South Bay, entered into that certain Amendment No. 6 to Agreement of Purchase and Sale and Escrow Instructions dated as of June 21, 1990 ("Sixth Amendment"), with Unisys, a copy of which is attached hereto as Schedule B hereto. The Eighth Amendment and the

Sixth Amendment contain certain environmental indemnities made by Unisys in favor of South Bay with respect to the Property. D. Pursuant to that certain Assignment of Unisys Indemnity dated as of June 15, 2000 (the "BRE Assignment"), South Bay assigned to Assignor a non-exclusive right (subject to the terms of the BRE Assignment) to all of South Bay's right, title and interest to certain environmental indemnities delivered by Unisys pursuant to the Eighth Amendment and the Sixth Amendment. E. Assignor desires to assign all of its right title and interest, if any, to the Unisys Indemnity (as defined below) to Assignee. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth below: 1. Capitalized terms used and not otherwise defined in this Assignment shall have the meanings assigned thereto in the Purchase Agreement. 2. Effective as of the date of the recording of the Grant Deed in the Official Records of Santa Clara County pursuant to which title to the Property is transferred to Assignee ("Effective Date"), Assignor hereby assigns unto Assignee a non-exclusive right (except as set forth below) in and to Assignor's right and interest in and to the indemnification made by Unisys contained in Section 3 of the Sixth Amendment and the indemnification made by Unisys contained in Section 3 of the Eighth Amendment as such indemnifications relate to the Property, if at all (collectively, the "Unisys Indemnity"), which assignment is subject to the reservation of rights set forth in the last sentence of this paragraph. Assignee hereby accepts such assignment and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignee, as buyer in and under the Unisys Indemnity. Notwithstanding the foregoing assignment, Assignor and Assignee hereby agree that Assignor shall retain its own right and interest in and to the Unisys Indemnity; provided, however, that to the extent the Unisys Indemnity cannot be assigned on a non-exclusive basis, the foregoing assignment shall be deemed a full assignment of the Unisys Indemnity to Assignee. 3. Notwithstanding anything in this Assignment or in the Purchase Agreement to the contrary, this Assignment and the assignment of the Unisys Indemnity made hereby, are made without any express or implied representation or warranty by Assignor of any kind or nature whatsoever. 4. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. 5. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto. 6. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California. IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR: BRE/SAN TOMAS [I][II] L.L.C., a Delaware limited liability company By: -----  
Name: Title: ASSIGNEE: MISSION WEST PROPERTIES, L.P., a Delaware limited partnership By: Mission West Properties, Inc., its General Partner By: ----- Name: Title: Schedules Schedule A: Eighth Amendment Schedule B: Sixth Amendment Schedule C: Legal Description State of \_\_\_\_\_ ) ) ss: County of \_\_\_\_\_ ) On April \_\_, 2003, before me, \_\_\_\_\_, Notary Public, in and for said State, personally appeared \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity as the \_\_\_\_\_ of \_\_\_\_\_ and that by his/her signature on the instrument such person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. (Seal of Notary) ----- Name: My commission expires: State of \_\_\_\_\_ ) ) ss: County of \_\_\_\_\_ ) On April \_\_, 2003, before me, \_\_\_\_\_, Notary Public, in and for said State, personally appeared \_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity as the \_\_\_\_\_ of \_\_\_\_\_ and that by his/her signature on the instrument such person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. (Seal of Notary) ----- Name: My commission expires: Schedule A to Assignment and Assumption of Unisys Indemnity Eighth Amendment Schedule B to Assignment and Assumption of Unisys Indemnity Sixth Amendment Schedule C to Assignment and Assumption of Unisys Indemnity Legal Description (BRE/San Tomas I L.L.C.) Real property in the City of Santa Clara, County of Santa Clara, State of California described as follows: PARCEL ONE: PARCEL 1, as shown on that certain Parcel Map, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46 through 49. PARCEL ONE-A An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the

Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL ONE-B An easement for sanitary sewer over that portion of Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL ONE-C An easement for storm drain over all those portions of Parcel 2, designated "10' P.S.D.E. established hereon to benefit Parcel 1", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL ONE-D A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Legal Description-Continued PARCEL TWO ALL OF PARCEL 2, as shown on Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46 through 49. Excepting Therefrom, a portion of said Parcel 2 described as follows: Beginning at a point on the Westerly line of Scott Boulevard at the Common Corner to said Parcel 2 and Parcel 3 as shown on said map; Thence, from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet; Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a common boundary of said Parcels 2 and 3; Thence along last said boundary North 00(degree) 31' 38" East, 29.00 feet to a common corner to said Parcels 2 and 3; Thence along a common boundary to said Parcels 2 and 3, South 89(degree) 28' 22" East, 244.63 feet to the Point of Beginning. PARCEL TWO-A An easement for ingress and egress over all those portions of Parcel 1, as shown and designated "P.I.E.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-B An easement for ingress and egress over all those portions of Parcel 3, as shown and designated "P.I.E.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49 pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-C An easement for ingress and egress over all those portions of Parcel 4, as shown and designated "P.I.E.E. Established Hereto To Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-D An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-E An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-F An easement for storm drain over all those portions of Parcel 4, designated "10' S.D.E. (3) Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-G An easement for landscape over all those portions of Parcel 1, designated "P.L.E. Established Herein to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions

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and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-H An easement for landscape over all those portions of Parcel 4, designated "15' P.L.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-I An easement for sanitary sewer over that portion of Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-J A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. PARCEL THREE ALL OF PARCEL 3, as shown on Parcel Map filed on May 13, 1993 in Book 646 of Maps Pages 46 through 49 Santa Clara County Records. Together with a portion of Parcel 2 as shown on said Map, said portion of Parcel 2 being more particularly described as follows: Beginning at a point on the Westerly line of Scott Boulevard at the common corner to said Parcel 2 and Parcel 3 as shown on said map; Thence, from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet; Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a common boundary of said Parcels 2 and 3; Thence, along last said boundary North 00(degree) 31' 38" East, 29.00 feet to a common corner of said Parcels 2 and 3; Thence along said common boundary to said Parcels 2 and 3, South 89(degree) 28' 22" East, 244.63 feet to the Point of Beginning. PARCEL THREE-A An Easement for sanitary sewer over those portions of Parcel 2, designated "10' P.S.S.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-B An easement for ingress and egress over all those portions of Parcel 2, designated "P.I.E.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed fore record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-C An Easement for ingress and egress over those portions of Parcel 2, designated "21' P.I.E.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. ARB: 224-10-100.04 PARCEL FOUR ALL OF PARCEL 4, and a portion of Parcel 5, as shown Parcel Map filed for record on May 13, 1993 in Book 646 of Maps, Pages 46, 47, 48 and 49, Santa Clara County Records. Beginning at a point in the Westerly boundary of Scott Boulevard at an easterly corner of said Parcel 5 as said Boulevard and Parcel are shown on said map, said point being the northeasterly corner of Parcel "A" as said Parcel is shown on Record of Survey Map filed for record on February 10, 1967 in Book 219 of Maps at Page 5, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and Parcel "A", North 89(degree) 28' 12" West, 120.00 feet and South 0(degree) 59' 10" West, 124.00 feet to the northerly boundary of the "MARCIA J. MCMANUS PROPERTY", as shown on Record of Survey Map filed for record on January 13, 1961 in Book 128 of Maps at Page 48, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and McManus Property, North 89(degree) 28' 12" West, 62.89 feet to the Northwesterly corner of said McManus Property; Thence, North 89(degree)28' 12" West, 38.94 feet to a Southeasterly corner of said Parcel 4; Thence along a common boundary to said Parcels 4 and 5, North 89(degree) 29' 12" West, 161.06 feet to a Northeasterly corner of that certain 3.924 net acre parcel as shown on Record of Survey Map filed for record on May 22, 1959 in Book 106 of Maps at Page 54, Santa Clara County Records. Thence along the common boundary of said Parcel 4 and said 3.924 net acre parcel, North 89(degree) 29' 54" West, 362.84 feet to an easterly boundary of Parcel I as shown on Parcel Map filed for record on September 19, 1990 in Book 618 of Maps at Pages 36, 37 and 38, Santa Clara County Records. Thence, along the common boundaries of said Parcel 4 and said Parcel 1, North 1(degree) 04' 25" East, 302.38 feet, South 89(degree) 29' 54" East, 42.42 feet, and North 0(degree) 30' 06" East, 80.00 feet to a corner of Parcel 2 as said Parcel 2 is shown on first said Parcel Map; Thence, continuing along the projection of the last mentioned course and a

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common boundary of said Parcel 4 and said Parcel 2, North 0(degree) 30' 06" East, 20.00 feet; Thence, continuing along a common boundary of said Parcel 4 and said Parcel 2, South 89(degree) 28' 22" East, 703.69 feet to said Westerly boundary of Scott Boulevard; Thence, along last said boundary, South 0(degree) 59' 10" West, 278.25 feet to the Point of Beginning. PARCEL FOUR-A A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Schedule C to Assignment and Assumption of Unisys Indemnity Legal Description (BRE/San Tomas II L.L.C.) Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows: PARCEL ONE A portion of PARCEL 5, as shown on that certain Parcel Map, filed for record on May 13, 1993 in Book 646 of Maps at Pages 46, 47, 48 and 49 Santa Clara County Records and a portion of 3.924 net acre parcel as shown on Record of Survey filed for record on May 22, 1959 in Book 106 of Maps at Page 54, Santa Clara County Records more particularly described as follows: COMMENCING at a point in the Westerly boundary of Scott Boulevard at a Southeasterly corner of said Parcel 5, as said Boulevard and Parcel are shown on said map, said point being the Northeasterly corner of Parcel "A" as shown on Record of Survey Map filed for record on February 10, 1967 in Book 219 of Maps, at Page 5, Santa Clara County Records; Thence along the common boundaries of said Parcel 5 and said Parcel "A", North 89(degree) 28' 12" West, 120.00 feet and South 0(degree) 59' 10" West, 124.00 feet to the Northerly boundary of the "MARCIA J. MC MANUS PROPERTY", as shown on Record of Survey Map filed for record on January 13, 1961 in Book 128 of Maps at Page 48, Santa Clara County Records. Thence, along the common boundaries of said PARCEL 5 and said MC MANUS PROPERTY, North 89(degree) 28' 12" West, 62.89 feet to the True Point of Beginning. Thence from said True Point of Beginning continuing along a common boundary of said Parcel 5 and said MC MANUS PROPERTY South 0(degree) 57' 22" West, 100.00 feet to the Northeasterly corner of that certain parcel described in the Deed from William McCann, et us, to Joseph N. Gresham, et ux, by instrument dated April 20, 1956 and recorded April 23, 1956 in Book 3474 of Official Records, Page 190; Thence, along the common boundaries of said Parcel 5 and said parcel from McCann to Gresham, North 89(degree) 28' 12" West, 15.00 feet and South 0(degree) 57' 22" West, 165.00 feet to a Northerly boundary of that certain 3.924 net acre parcel as shown on Record of Survey Map filed for record on May 22, 1959 in Book 106 of Maps, at Page 54, Santa Clara County Records; Thence, along last said Northerly boundary, South 89(degree) 28' 12" East, 197.75 feet to the Westerly boundary of said Scott Boulevard; Thence, along last said boundary South 00(degree) 59' 10" West, 2.96 feet to the Northerly end of return for Northwest corner of Scott Boulevard and Walsh Avenue as shown on Record of Survey Map filed on July 17, 1967 in Book 225 of Maps, Pages 14 and 15, Santa Clara County Records; Thence, along said return on a tangent curve deflecting to the right with a radius of 140.00 feet, through a central angle of 18(degree) 00' 00" an arc distance of 43.98 feet; Thence along a tangent curve deflecting to the right with a radius of 40.00 feet, through a central angle of 53(degree) 30' 56" an arc distance of 37.36 feet; Thence along a tangent curve deflecting to the right with a radius of 140.00 feet, through a central angle of 18(degree) 00' 00" an arc distance of 43.98 feet to the Northerly boundary of said Walsh Avenue; Thence, North 89(degree) 29' 54" West, 670.84 feet to an Easterly boundary of Parcel 1 as shown on Parcel Map filed for record on September 19, 1990 in Book 618 of Maps at Pages 36, 37 and 38, Santa Clara County Records. Thence, along the common boundary of said Parcel 1 and 3.924 net acre parcel, North 01(degree) 04' 25" East, 343.57 feet to the Southwesterly corner of Parcel 4 as shown on first said Parcel Map; Thence, along the common boundary of said Parcel 4 and said 3.294 net acre parcel South 89(degree) 29' 54" East 362.84 feet to a Westerly corner of said Parcel 5; Thence, along a common boundary of said Parcels 4 and 5 and its Easterly projection South 89(degree) 28' 12" East, 200.00 feet to the True Point of Beginning. PARCEL ONE-A A right of way for ingress and egress over a strip of land 20 feet wide, the center line of which is described as follows: Beginning at a point in the quarter section line running North and South through the center of Section 34, Township 6 South, Range 1 West, M.D.B. & M. distant thereon South 0(degree) 03' West 100 feet from the Northeast corner of the South 1/2 of the Northwest 1/4 of Section 34, Township 6 South, Range 1 West M.D.B. & M. said Northeast corner also being the Northeasterly corner of that certain 2 acre tract of land described in the Deed from Joseph F. Costa et al., to Geo P. Peterson, et ux, dated January 2, 1947, recorded January 3, 1947 in Book 1403 Official Records, Page 295, Santa Clara County Records; the true point of beginning of the right of way to be described; thence leaving said quarter section line and running parallel with the Northerly line of said 2 acre tract South 89(degree) 45' West 250.60 feet to the Northeasterly corner of that certain parcel of land conveyed to Joseph N. Gresham et ux in Deed recorded April 23, 1956 in Book 3474, Page 190, Official Records. Less that portion lying within the Right-of-Way of Scott Boulevard. PARCEL ONE-B A non-exclusive easement for pedestrian and

vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Exhibit E BRE I LEASE LEASE AGREEMENT LANDLORD: MISSION WEST PROPERTIES, L.P. TENANT: BRE/SAN TOMAS I L.L.C. PREMISES: 2220 Central Expressway Second Floor Santa Clara, California TABLE OF CONTENTS Page ARTICLE I SUMMARY OF TERMS 1 1.1 Landlord

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LIST OF EXHIBITS Exhibit A: Legal description of Property LEASE AGREEMENT THIS LEASE AGREEMENT ("Lease") is made as of the 8th day of April, 2003, by and between Landlord (the party described in paragraph 1.1, below) and Tenant (the party described in paragraph 1.2, below). SUMMARY OF TERMS Landlord: Mission West Properties, L.P. ("Landlord"). Tenant: BRE/San Tomas I L.L.C. ("Tenant"). Building: The building consisting of approximately 62,522 rentable square feet located on the Land with a street address of 2220 Central Expressway, Santa Clara, California (the "Building"). Land: The real property more particularly described on Exhibit A hereto. Premises: The second floor of the Building consisting of approximately 30,000 rentable square feet as more particularly shown on Schedule A and A.1 hereto. Term: The term of the Lease



shall commence on May 1, 2003 (the "Commencement Date") and shall terminate on April 30, 2005 (the "Expiration Date"), unless sooner terminated as provided herein. Base Rent: \$1,000,000 per year, payable in equal monthly installments of \$83,333 per month. Purpose: Subject to the provisions of paragraph 4.1, below, the Premises may be used for general offices and for no other purpose whatsoever. Common Areas: The areas within the Land, but outside of the buildings located thereon (including the Building), designated by Landlord for the general use and convenience of Tenant and other tenants, including, without limitation, the parking areas and driveways serving the Land. GRANT OF LEASE/APPURTENANT RIGHTS AND RESERVATIONS Grant. For and in consideration of the Base Rent (as defined in paragraphs 1.7 and 5.1 of this Lease), the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency of which both Landlord and Tenant acknowledge and accept, Tenant hereby leases from Landlord, and Landlord hereby leases to Tenant, the Premises, upon the terms and conditions stated herein. Appurtenant Rights and Reservations. Rights to Common Area. Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use, and permit its invitees to use in common with others, the Common Areas. Areas Excluded from Premises. Excepted and excluded from the Premises are the exterior windows, and any space in the Premises used for shafts, conduits, fan rooms, ducts, electric or other utilities, or other mechanical facilities serving the Building (but which do not exclusively serve the Premises). Tenant expressly agrees that Landlord shall have the right to place in the Premises (but, if Tenant is using or occupying the Premises, only in such manner as to reduce to a minimum interference with Tenant's use of the Premises) interior utility lines, mechanical equipment, pipes, conduits, ducts and the like. Further, Tenant shall allow Landlord to install (if Tenant is using or occupying the Premises, only in such manner as to reduce to a minimum interference with Tenant's use of the Premises), access panels in any hung ceilings or walls in order to afford access to any facilities not comprising the Premises above the ceiling or within or behind the walls. TITLE AND CONDITION Title and Condition. The Premises are let subject to (a) all zoning laws, regulations, restrictions, rules and ordinances; (b) all building restrictions and other laws, regulations, rules and ordinances; (c) all fire, safety, health and environmental laws, rules and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (d) with respect to buildings, structures and other improvements located on the Premises, their condition as of the date of this Lease. Tenant accepts the physical condition of the Premises "as is"; the zoning laws, ordinances, restrictions, rules, and regulations affecting the Premises; all fire, safety, health and environmental rules and regulations affecting the Premises; and all other title or use exceptions and other matters restricting or otherwise affecting the use of the Premises, and agrees to be bound by same for all purposes relating to this Lease. USE OF PREMISES Use of Premises. Tenant shall use or occupy the Premises only for the purposes set forth in paragraph 1.8 hereof, and for no other purpose or use whatsoever. Without limiting the foregoing, Tenant shall not conduct any bulk sale, auction, or distress sale on the Premises or the Land, nor overload the floors of the Premises, nor commit (nor permit to be committed) any waste or abuse of the Premises. Quiet Enjoyment. If, and for so long as, Tenant shall observe and perform all of the covenants, agreements and obligations required by it to be observed and performed hereunder, Landlord covenants peaceful and quiet occupation and enjoyment of the Premises by Tenant as contemplated by this Lease without hindrance or molestation by Landlord or anyone claiming under Landlord. RENT Base Rent. Tenant shall pay the Base Rent attributable to the last calendar month of the Term in advance upon the execution of this Lease. Beginning on the Commencement Date, Tenant shall pay to the order of Landlord, or such other person as Landlord shall direct, base rent ("Base Rent") in the amounts set forth in paragraph 1.7, above. Base Rent shall be paid monthly, in advance, on or before the first day of each calendar month in lawful money of the United States of America. Until Tenant receives written notice from Landlord to the contrary, Base Rent shall be paid to Landlord at 10050 Bandle Drive, Cupertino, CA 95014. If the Commencement Date or Expiration Date is a day other than the first day of a calendar month, then the Base Rent for that month shall be pro-rated on the basis of a 30-day month, and the actual number of days remaining in the month after the Commencement Date or before the Expiration Date. Independent Covenant. The obligations of Tenant hereunder shall be separate and independent covenants and agreements, and the Base Rent shall continue to be payable in all events, and the obligations of Tenant hereunder shall continue unaffected until the termination of the Term of this Lease unless the requirement to pay or perform the same shall have been terminated or abated pursuant to an express provision of this Lease. Additional Rent. Other than the payment of (i) Base Rent as set forth in paragraph 5.1 and (ii) amounts that may become due and payable by Tenant under paragraphs 7.1, 7.2, 8.1, 12.3 or 14.1 of this Lease, Tenant shall have no obligation for the payment of any other amounts under this Lease or with respect to the Premises or the Common Areas, including, without limitation, (a) real estate taxes and (b) any other costs and expenses paid or

incurred by Landlord in connection with the Premises or the Common Areas. Late Charge. If any Base Rent or any other sum due from Tenant under the terms of this Lease shall not be received by Landlord within five days of the date when due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount for each day such amount remains unpaid. RULES AND REGULATIONS Rules and Regulations. If Tenant shall use or occupy all or a portion of the Premises, Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, guests, employees, contractors and agents to observe and comply strictly with the rules and regulations as Landlord may make for the Building from time to time, as in Landlord's reasonable judgment may be necessary, appropriate or desirable for the safety, maintenance, operation and care of the Building and the Common Areas. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith. Any violation of such rules and regulations by, or Landlord's failure to enforce the same against, any other tenant, its subtenants, assignors and occupants and their respective agents, employees, invitees, guests or licensees shall not be deemed, constitute or construed to (i) be a disturbance of Tenant's quiet and peaceable possession of the Premises or of any of Tenant's rights under this Lease, or (ii) be an eviction, in whole or in part, constructive or actual, of Tenant or affect Tenant's covenants or obligations hereunder. In the event of a conflict between such rules and regulations and the terms of this Lease, the terms of this Lease, in all incidents, shall control, govern and prevail. UTILITIES Utilities. In the event the Tenant shall use or occupy all or a portion of the Premises, the Landlord shall provide, or cause to be provided to such used or occupied portion of the Premises, all gas, light, heat, air conditioning, electricity, power, local and long distance telephone, and other utility and communication services required for such use or occupancy. Excessive Use of Building Systems. If Tenant shall use or occupy the Premises for any purpose other than as permitted under Section 1.8 of this Lease, then Tenant's manner of use or occupancy of the Premises shall not in any manner (i) cause the design loads for the Building or the systems providing exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety services to the Building to be exceeded or (ii) adversely affect the Building or the operation of said systems in the Premises or the Building or cause deterioration or damage to the Building or to such systems. If Tenant's manner of use or occupancy of the Premises is not in accordance with paragraph 1.8 of this Lease, or in Landlord's reasonable judgment, causes the design loads for the Building or the systems providing exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety services to the Building to be exceeded or will adversely affect the Building or the operation of said systems in the Premises or the Building or cause deterioration or damages to the Building or to such systems, then Landlord shall deliver written notice thereof to Tenant, and Tenant shall temper such excess loads and correct, repair and restore the portion of the Building so affected and such systems in a timely and expeditious manner by installing supplementary structural support, exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety systems in the Premises or elsewhere in the Building where necessary at the sole cost of Tenant. In the event of an emergency, Landlord may, but it shall not be required to, without notice to Tenant, correct, repair and restore the portion of the Building so affected. Any expense to Landlord resulting from the operation, repair, maintenance, replacement and removal of any such supplementary structural support, exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety systems, including rent for space occupied by any such supplementary structural support, exhaust, heating, cooling, ventilation, electrical, life safety, water, sewer or other utility or safety systems installed outside the Premises shall be borne exclusively by Tenant and shall be paid by Tenant to Landlord as Additional Rent promptly upon demand. MAINTENANCE AND REPAIR Tenant to Maintain. If, and only if, Tenant shall use or occupy all or a portion of the Premises, Tenant agrees that it will, at its sole cost and expense, keep and maintain such used or occupied portion of the Premises (except the parts that Landlord expressly agrees to maintain, as herein provided, if any) in substantially the same condition as when delivered to Tenant, and shall make all repairs to the Premises and such portion thereof as needed to satisfy the foregoing obligation. Only to the extent required by the preceding sentence, Tenant's obligations under this paragraph shall include (without limitation) repairing and maintaining: items as are required by any governmental agency having jurisdiction (whether the same is ordinary or extraordinary, foreseen or unforeseen) as a result of Tenant's particular manner of use of the Premises; interior walls, and the interior portions of exterior walls; ceilings; floors; utility meters; and pipes and conduits solely within the Premises and serving the Premises only, and those pipes and conduits outside the Premises which are installed by Tenant, or at Tenant's expense, if any. Tenant's obligations hereunder in the event

Tenant occupies all or a portion of the Premises, shall also include (without limitation) maintaining, to the extent required by the first sentence of this paragraph, all heating, ventilating, air conditioning, sprinkler, and all other equipment and fixtures located solely within the Premises. Notwithstanding the foregoing, Tenant shall make no alteration or adjustment to/of the sprinkler or alarm systems without Landlord's prior written consent. If, and only if, Tenant shall use or occupy the Premises, Tenant shall permit no waste, damage or injury to the Premises and shall keep the same in substantially the same condition as existed on the Commencement Date. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to make the repairs required under this paragraph if such repairs are occasioned by any gross negligence or willful misconduct of Landlord or its employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees, assignees, subtenants or licensees, any such repairs to be the obligation of Landlord. Nothing contained in this paragraph shall be construed to limit Landlord's maintenance and repair obligations and Landlord's obligations to comply with laws as set forth in this Lease. Tenant shall have no obligation for any maintenance or repairs to the Premises if Tenant does not use or occupy the Premises.

**Landlord's Repairs.** Except as otherwise provided in paragraph 8.1 and provided that Tenant is using or occupying all or a portion of the Premises (and then only to the extent necessary to permit Tenant to continue to use or occupy the Premises in substantially the same manner), Landlord shall keep in substantially the same condition as existed as of the date that the Premises were delivered to Tenant the Premises, including, without limitation, the roof, the public areas of the Premises, exterior walls, foundation, and structural portions of the Building; the Common Areas; provided, however, that if any damages or repairs to such areas or systems are occasioned by any gross negligence or willful misconduct of Tenant or its employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees, assignees, subtenants or licensees, Tenant shall bear the cost of such repairs. Landlord shall never be liable for any failure to make repairs which Landlord has undertaken to make under this paragraph, or elsewhere in the Lease, unless Tenant has given notice to Landlord of the need to make such repairs, and Landlord has failed to commence to make such repairs within five (5) days after receipt of such notice for repairs that are essential to Tenant's use or occupancy of the Premises, or within thirty (30) days after receipt of such notice for repairs that are nonessential (or if such repairs are not capable of being cured within such thirty (30) day period, if Landlord fails to commence such repairs within such 30-day period), or fails to proceed with reasonable diligence to complete such repairs, and then Tenant's sole damages shall be the cost of making such repairs if made by Tenant.

**ALTERATIONS**

**Tenant's Alterations - No Approval.** If Tenant uses or occupies all or a portion of the Premises, Tenant may place and replace its trade fixtures, furniture, floor coverings, equipment and other tangible personal property (collectively, "Tenant's Personal Property") in the Premises and may make alterations, improvements, replacements and other changes (any of the foregoing, an "Alteration") to the Premises, including the Premises Service Systems (as hereinafter defined) provided that (a) the cost of all such Alterations do not exceed \$20,000.00 in the aggregate, and (b) such Alterations do not impair the structural integrity of the Building or the operating efficiency thereof. Tenant shall perform all such Alterations in a good and workmanlike manner. As used herein, "Premises Service Systems" shall mean the electrical, HVAC, mechanical, plumbing, safety and health and telecommunications (voice data signal) systems that directly service the Premises from a localized point of distribution. Such systems are dedicated to the Premises at their available capacities and do not service any space other than the Premises.

**Tenant's Alterations - Landlord Approval.** Tenant may make all other Alterations if Landlord consents thereto, which consent may be withheld in Landlord's sole discretion. In the absence of such consent from Landlord, Tenant shall not make any such Alterations.

**Tenant's Property.** All of Tenant's Personal Property and all non-structural Alterations made during the Term (collectively, "Tenant's Owned Property") shall be owned by and remain the property of Tenant notwithstanding Landlord's obligations to insure any part of the same under paragraph 10.3.

**Tenant's Removal.** Upon the expiration or earlier termination of the Term of this Lease, Tenant shall remove, or cause to be removed, any Alterations to the Premises and otherwise leave and surrender the Premises in accordance with paragraph 19.1 of this Lease.

**INSURANCE**

**Insurance to be Maintained by Tenant.** If, and only if, Tenant shall use or occupy the Premises, Tenant will maintain throughout the duration of this Lease, at its sole cost and expense such insurance as is reasonable and customary for tenants of premises similar to the Premises and located in Santa Clara, California. Landlord and any parties designated by Landlord from time to time shall all be named as additional insureds in each policy of such insurance. Notwithstanding anything to the contrary contained herein, during any period in which the Premises are not used or occupied by Tenant, Tenant shall have no obligation to maintain any insurance and Landlord shall maintain comprehensive general liability insurance on the Premises in amounts reasonably determined by Landlord. Tenant

shall provide the Landlord with prior written notice in the event Tenant occupies the Premises. Evidence of Insurance. Provided Tenant is obligated to maintain insurance as required by paragraph 10.1 hereof, Tenant shall deliver to Landlord, upon Landlord's request, certificates of the insurers evidencing the insurance which is required to be maintained by Tenant hereunder, together with evidence of the payment of all current premiums due therefor. Further, Tenant shall, within thirty (30) days prior to the expiration of any such insurance, upon request of Landlord, deliver replacement or renewal certificates of the insurers evidencing the renewal or replacement of such insurance, together with evidence of the payment of all premiums therefor. Should Tenant fail to maintain or renew the insurance provided for in this Article X, or to pay the premium therefor, or to deliver to Landlord any of such certificates, then and in any of such events Landlord, at its option, but without obligation so to do, may procure such insurance. Any sums expended by Landlord to procure such insurance shall be repaid by Tenant on the first day of the next month following the date on which such expenditure is made by Landlord. Landlord's Insurance. Landlord shall maintain casualty insurance with respect to the Premises in the amount in place of the date hereof. Insurance Companies. The insurance referred to in this Article X shall be issued by companies of recognized financial standing authorized to issue such insurance in the State of California. Every policy which Tenant is obligated to carry under the terms of this Article X shall contain an agreement by the insurer that it will not cancel or amend such policy except after thirty (30) days prior written notice to Landlord. Waiver of Subrogation. Landlord and Tenant agree to have all fire and extended coverage and other property damage insurance which may be carried by either of them endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect). CASUALTY Options in Event of Casualty. Tenant Not Occupying the Premises. If Tenant is not using or occupying the Premises, and the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Lease upon notice to Tenant within three (3) days of such damage or destruction whereupon (i) the term of this Lease shall be deemed to have ended on the date of the damage or destruction, and (ii) Tenant shall have no further obligations under this Lease. Tenant Occupying the Premises. If Tenant is using or occupying the Premises, and the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, Tenant shall have the right to terminate this Lease upon notice to Landlord within three (3) days of such damage or destruction whereupon (i) the term of this Lease shall be deemed to have ended on the date of the damage or destruction, and (ii) Tenant shall have no further obligations under this Lease. Non-Abatement of Rent. Base Rent shall not abate during any period that the Premises are rendered and remain partially or totally untenable by reason of fire or other casualty. Insurance Proceeds. If there is an excess of insurance funds available, the excess shall be paid to, and retained solely by, Landlord. WAIVER OF CERTAIN CLAIMS; INDEMNITIES Waiver of Certain Claims. To the extent not expressly prohibited by law, Tenant releases Landlord and its beneficiaries, if any, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by Tenant or by any occupant of the Premises, or by any other person, resulting directly or indirectly from fire or other casualty (to the extent covered by insurance) or from any accident in or about the Premises or any part thereof unless caused by the gross negligence or willful misconduct of Landlord or Landlord's employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees or licensees. This paragraph 12.1 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and, except as provided herein, shall apply without distinction as to the person whose act or neglect was responsible for the damage and, except as provided in the foregoing sentence, whether the

damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature. Tenant Responsible for Personal Property. All personal property belonging to Tenant or any occupant of the Premises that is in the Premises shall be there at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof (unless Landlord or its agents is directly responsible therefor). Tenant's Indemnification. Notwithstanding any provision of this Lease to the contrary, if, and only if, Tenant shall use or occupy the Premises, Tenant agrees to pay and to protect, and does herewith indemnify and save harmless, Landlord, and all beneficiaries, employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees or licensees of Landlord and Landlord's agent, from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature accruing by reason of: (a) the negligence, improper conduct, breach of this Lease (other than with respect to the payment of Base Rent) or negligent omissions of Tenant or any person claiming by, through or under Tenant, but only to the extent not covered by insurance; (b) the conduct or management of, or from any work or things whatsoever done in or about, the Premises by Tenant or its employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees, assignees, subtenants or licensees; or (c) violation by Tenant of any restriction, statute, law, ordinance or regulation, in each case affecting the Premises with respect to Tenant's particular use of the Premises. Notwithstanding the foregoing, nothing in this Lease shall serve to relieve the Landlord of any liability, or require Tenant to indemnify and hold harmless the Landlord, for any matters that arise out of Landlord's negligent conduct. For purposes of this paragraph 12.3 and anywhere else in this Lease, if Tenant is constructing any improvements to the Premises, Tenant shall be deemed to be using or occupying the Premises. Landlord's Indemnification. Notwithstanding any provision of this Lease to the contrary, Landlord agrees to pay and to protect, and does herewith indemnify and save harmless, Tenant, and all beneficiaries, employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees or licensees of Tenant, from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys fees and expenses of Tenant), causes of action, suits, claims, demands or judgments of any nature accruing by reason of: (a) the negligence, improper conduct, breach of this Lease or negligent omissions of Landlord or any person claiming by, through or under Landlord, but only to the extent not covered by insurance; or (b) the conduct or management of, or from any work or things whatsoever done in or about, the Premises by Landlord or its employees, officers, directors, partners, affiliates, shareholders, agents, contractors, customers, invitees, assignees, subtenants or licensees. Notwithstanding the foregoing, nothing in this Lease shall serve to relieve the Tenant of any liability, or require Landlord to indemnify and hold harmless Tenant, for any matters which arise out of Tenant's negligent conduct. ASSIGNMENT AND SUBLETTING Tenant's Assignment/Subletting. The Tenant shall not assign or sublet all or any portion of the Premises without the prior written consent of the Landlord. LANDLORD TERMINATION RIGHT Landlord Termination Right. Landlord may terminate this Lease at any time upon delivery of written notice to Tenant (the "Termination Notice"), whereupon the Tenant shall be automatically released from all obligations under this Lease arising from and after the date of such termination. Notwithstanding the foregoing provisions of paragraph 14.1(a), in the event of a termination of this Lease under this paragraph 14.1 in connection with Landlord's concurrent lease of all or any portion of the Premises to a person or entity unaffiliated with Landlord ("Unaffiliated Party"), Tenant shall pay to Landlord an amount (the "Brokerage Contribution") equal to the pro rata share (calculated based on the number of months remaining in the Lease Term divided by the number of months in the lease) of any leasing commissions arising out of such lease and payable to any Unaffiliated Party that is allocable to the otherwise remaining term of this Lease; provided, the Brokerage Contribution shall not exceed the difference between (x) \$2,000,000 and (y) the aggregate amount of Base Rent paid or payable by Tenant through the date of such termination. COMPLIANCE WITH LAW AND CONTRACTS Compliance with Law and Contracts. If, and only if, Tenant occupies or uses the Premises, Tenant shall, at its sole cost and expense, comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises, or any part thereof, relating to Tenant's particular manner of use thereof, including those which require the making of any unforeseen or extraordinary changes, whether or not any of the same which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same. Further, if, and only if, Tenant occupies or uses the Premises, Tenant shall, at its sole cost and expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts entered into by Tenant, and all agreements and restrictions affecting the Premises, or any

part thereof. If Landlord receives a notice of violation from any governmental authority of competent jurisdiction, and Tenant is using or occupying the Premises or otherwise may incur liability to such government authority as a result of such violation, Landlord shall, at Landlord's option, either (i) cure the violation disclosed in any such notice to the extent required by applicable law, or (ii) challenge or contest the same (provided that if such challenge or contest is unsuccessful, as determined by a final non-appealable judicial or administrative order, then Landlord shall cure such violation to the extent required by applicable law). SUBORDINATION/SUPERIORITY Subordination or Superiority. The rights and interests of Tenant under this Lease shall be subject and subordinate to any mortgage, trust deed or other instrument granting a security interest in the Premises, or other paramount encumbrance that may hereafter be placed upon the Premises, or any part thereof (in this paragraph 16 only, collectively "Mortgage"), and any and all advances to be made under any mortgages, or the interests under any Mortgage, and all renewals, replacements and extensions thereof; unless the mortgagee, trustee or secured party named in any Mortgage expressly subjects and subordinates its rights and interest to those of Tenant under this Lease. Any such mortgagee may elect to give the rights and interests of Tenant under this Lease priority over the lien of its Mortgage. In the event of such election, and upon notification by such mortgagee, trustee or secured party to Tenant to that effect, the rights and interest of Tenant under this Lease shall be superior to the lien of said Mortgage, whether this Lease is dated prior to or subsequent to the date of said Mortgage. Liability of Holder of Mortgage; Attornment. It is further agreed that (a) if any Mortgage shall be foreclosed, (i) the holder of the Mortgage, or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord), or (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord); (ii) the liability of the mortgagee or trustee hereunder or the purchaser at such foreclosure sale or the liability of an owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building, and such liability shall not continue or survive after further transfer of ownership; and (iii) upon request of the mortgagee or trustee, if the Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the Base Rent or shorten the Term provided hereunder (except to the extent expressly provided herein) or so as to adversely affect in any other respect to any material extent the rights of Landlord, nor shall this Lease be canceled or surrendered, without the prior written consent, in each instance, of the mortgagee or trustee under any Mortgage. TENANT'S ESTOPPEL CERTIFICATES Estoppel Certificate. Tenant will, at any time and from time to time, within ten (10) days of receipt of written request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by an officer of Tenant, certifying as to any matters relating to this Lease as reasonably requested by Landlord. CONDEMNATION Options in the Event of Condemnation. Tenant Not Occupying the Premises. If Tenant is not using or occupying the Premises, and all or any portion of the Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, Landlord shall have the right to terminate this Lease upon notice to Tenant within three (3) days of such taking whereupon (i) the term of this Lease shall be deemed to have ended on the date of the taking, and (ii) Tenant shall have no further obligations under this Lease. Tenant Occupying the Premises. If Tenant is using or occupying the Premises, and all or any portion of the Premises shall be taken in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, Tenant shall have the right, to terminate this Lease upon notice to Landlord within three (3) days of such taking whereupon (i) the term of this Lease shall be deemed to have ended on the date of the taking, and (ii) Tenant shall have no further obligations under this Lease. SURRENDER Surrender. If Tenant shall have occupied or used all or a portion of the Premises during the Term, upon the expiration by lapse of time, or earlier termination, of the Term of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in substantially the same condition in which the Premises was originally received from Landlord on the Commencement Date, including the removal of any Alterations to the Premises pursuant to Article except as repaired, rebuilt or restored as required by any provision of this Lease, and except for ordinary wear and tear. Tenant shall, at its expense, on or prior to the expiration or earlier termination of the term of this Lease, remove from the Premises all of Tenant's Owned Property situated thereon, and repair any damage caused by such removal. If Tenant does not remove Tenant's Owned Property as aforesaid, Landlord may cause such property to be removed from the Premises and disposed of, but the cost of any such removal and disposition, and the cost of repairing any damage caused by such removal and/or restoring or repairing the Premises shall be borne by Tenant. Landlord shall have no

liability to Tenant whatsoever by reason of its removing and disposing of Tenant's Owned Property remaining on the Premises after the expiration or termination of the term of this Lease. DEFAULT Events Constituting Default. Any one of the following occurrences or acts shall constitute an event of default ("Event of Default") under this Lease: If Tenant, at any time during the duration of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings in law, in equity or before any administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease): fails to pay in full every installment of Base Rent or other sum due hereunder after having been provided with three (3) Business Days written notice that such sums have not been paid in full; or if Tenant fails to observe or perform any other covenant or obligation hereunder on or before the date required for performance, and such failure continues for thirty (30) days after delivery of written notice of such failure to Tenant. If Tenant files a petition in bankruptcy or for reorganization, or for an arrangement pursuant to any present or future federal or state bankruptcy law, or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization under any present or future federal or state bankruptcy law, or any similar federal or state law, shall be filed in any court and such petition or answer is not discharged or denied within sixty (60) days after the filing thereof. If a receiver, trustee or liquidator of Tenant, or of all or substantially all of the assets of Tenant, or of the Premises or any portion thereof, is appointed in any proceeding brought by or against Tenant, and is not discharged within sixty (60) days after such appointment, or if Tenant consents to or acquiesces to such appointment. If Tenant fails to vacate the Premises, and remove all of its personal property therefrom, on or before the expiration or earlier termination of Tenant's right to use or occupy the Premises hereunder. Liquidated Damages. At any time after the occurrence of an Event of Default, provided that such Event of Default is uncured, Landlord may, as its sole and exclusive remedy, accelerate all unpaid Base Rent, Additional Rent and other sums due from Tenant under this Lease through the Expiration Date (the "Accelerated Rent") and to demand (by giving written notice of its demand) and recover from Tenant, as and for liquidated and agreed final damages for such Event of Default, such Accelerated Rent. If Landlord so demands, Tenant shall pay such Accelerated Rent within ten (10) days of the notice of demand, and upon Landlord's receipt of all sums due, this Lease shall terminate and neither Tenant nor Landlord shall thereafter have any liability to the other under this Lease. Landlord and Tenant expressly agree that if Landlord elects to, and does, make the demand for liquidated damages as provided herein, it would be impracticable or extremely difficult to fix the actual damages due Landlord, and that the amount of liquidated damages agreed in this paragraph is a reasonable estimate of Landlord's actual damages and not a penalty. If any statute or rule of law validly limits the amount of such liquidated final damages to less than the amount agreed upon above, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. Notwithstanding anything to the contrary contained in this Lease, including without limitation, this paragraph 20.2, it is understood and agreed that the maximum amount that Landlord may recover and collect from Tenant in connection with this Lease, including all sums collected as Base Rent, shall be \$2,000,000 and any and all amounts that may become due and payable pursuant to the indemnities of Tenant contained under paragraph 12.3 hereof. Waiver, Expenses, Etc. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement, or to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver or a relinquishment thereof for the future. Further, the receipt by Landlord of any Base Rent or other additional amounts that may become due and payable hereunder with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. Holdover. If Tenant shall remain in possession of the Premises or shall continue to use or occupy the Premises or any part thereof after the Expiration Date or earlier termination of the Lease without any written agreement between Tenant and Landlord with respect thereto, in addition to any remedies Landlord shall have hereunder upon a default under the Lease, the Base Rent for the duration of such hold-over shall equal 200% of the Base Rent and any applicable Additional Rent payable as of the Expiration Date or earlier termination of the Lease. MISCELLANEOUS Notices Demands and Other Instruments. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease (in this paragraph only, "notice(s)") shall be in writing. Notices shall be deemed to have been properly given and received (i) when delivered if personally served and receipted for by the intended recipient, (ii) when received if sent by Federal Express or similar overnight courier service, with all charges

prepaid or billed to shipper, (iii) three (3) days after deposit if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or Landlord at their respective addresses set forth below, or (iv) upon receipt, if sent by telecopier to the telecopier number set forth below, with confirmation of receipt. Landlord and Tenant shall each have the right, from time to time, to specify as its address for purposes of this Lease any other address in the United States of America upon giving three (3) days written notice thereof, similarly given, to the other party. Notices shall be given at the following addresses: To Landlord: Mission West Properties, L.P. 10050 Bandle Drive Cupertino, CA 95014 Attn: Carl E. Berg and Raymond V. Marino Telefax No.: 408-725-1626 To Tenant: BRE/San Tomas I L.L.C. c/o Blackstone Real Estate Acquisitions III L.L.C. 345 Park Avenue New York, New York 10154 Attention: Gary M. Summers Telefax No.: 212-583-5813 with copy to: Simpson Thacher & Bartlett 425 Lexington Avenue New York, New York 10017 Attention: Gregory J. Ressa, Esq. Telefax No.: 212-455-2502 Brokerage. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any broker or agent in connection with this Lease. Each party shall indemnify the other for all loss, costs, damages and expenses incurred by such other party as a result of a breach of the foregoing sentence. Severability. Each and every covenant and agreement contained in this Lease is, and shall be, construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord, except to the extent in this Lease or as otherwise provided, shall not discharge or relieve Tenant from any of its obligations under this Lease. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid and 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 invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the extent permitted by law. Binding Effect. All covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Landlord and Tenant to the same extent as if each such successor and assign were, in each case, named as a party to this Lease. Headings. The headings to the various articles, paragraphs and sub-paragraphs of this Lease have been inserted for convenient reference only, and shall not, to any extent, have the effect of modifying, amending or changing the expressed terms and provisions of this Lease. Interpretation. It is agreed that, in the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared the same shall not apply, it being agreed that both parties hereto have participated in the preparation of the final form of this Agreement. The parties hereto agree that it is their intention hereby to create only the relationship of Landlord and Tenant, and that no provision hereof, or act of either party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties hereto. This Lease shall be governed by and interpreted under the laws of the State of California. Entire Agreement; Modifications. This Lease embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements (oral or written) are merged into this Lease. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. [Signature Page Follows] IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date written above. Landlord: MISSION WEST PROPERTIES, L.P., a Delaware limited partnership By: Mission West Properties Inc., its General Partner By: ----- Name: Title: Tenant: BRE/San Tomas I L.L.C., a Delaware limited liability company By: ----- Name: Title: The undersigned guarantees to Landlord the full performance and observance of all the obligations to be performed by Tenant under the Lease. The undersigned further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Lease. BLACKSTONE REAL ESTATE PARTNERS III L.P., a Delaware limited partnership By: Blackstone Real Estate Associates III L.P., a Delaware limited partnership, its general partner By: Blackstone Real Estate Management Associates III L.P., a Delaware limited partnership, its general partner By: BREA III L.L.C., a Delaware limited liability company, its general partner By: ----- Name: Title: Exhibit A Legal Description of Land Real property in the City of Santa Clara, County of Santa Clara, State of California described as follows: PARCEL ONE: PARCEL 1, as shown on that certain Parcel Map, filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46 through 49. PARCEL ONE-A An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcels 1 and 2", as



shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL ONE-B An easement for sanitary sewer over that portion of Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL ONE-C An easement for storm drain over all those portions of Parcel 2, designated "10' P.S.D.E. established hereon to benefit Parcel 1", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL ONE-D A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records.

Legal Description-Continued PARCEL TWO ALL OF PARCEL 2, as shown on Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46 through 49. Excepting Therefrom, a portion of said Parcel 2 described as follows: Beginning at a point on the Westerly line of Scott Boulevard at the Common Corner to said Parcel 2 and Parcel 3 as shown on said map; Thence, from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet; Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a common boundary of said Parcels 2 and 3; Thence along last said boundary North 00(degree) 31' 38" East, 29.00 feet to a common corner to said Parcels 2 and 3; Thence along a common boundary to said Parcels 2 and 3, South 89(degree) 28' 22" East, 244.63 feet to the Point of Beginning.

PARCEL TWO-A An easement for ingress and egress over all those portions of Parcel 1, as shown and designated "P.I.E.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-B An easement for ingress and egress over all those portions of Parcel 3, as shown and designated "P.I.E.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49 pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-C An easement for ingress and egress over all those portions of Parcel 4, as shown and designated "P.I.E.E. Established Hereto To Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-D An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-E An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-F An easement for storm drain over all those portions of Parcel 4, designated "10' S.D.E. (3) Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.

PARCEL TWO-G An easement for landscape over all those portions of Parcel 1, designated "P.L.E. Established Herein to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants,

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Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-H An easement for landscape over all those portions of Parcel 4, designated "15' P.L.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-I An easement for sanitary sewer over that portion of Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-J A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. PARCEL THREE ALL OF PARCEL 3, as shown on Parcel Map filed on May 13, 1993 in Book 646 of Maps Pages 46 through 49 Santa Clara County Records. Together with a portion of Parcel 2 as shown on said Map, said portion of Parcel 2 being more particularly described as follows: Beginning at a point on the Westerly line of Scott Boulevard at the common corner to said Parcel 2 and Parcel 3 as shown on said map; Thence, from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet; Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a common boundary of said Parcels 2 and 3; Thence, along last said boundary North 00(degree) 31' 38" East, 29.00 feet to a common corner of said Parcels 2 and 3; Thence along said common boundary to said Parcels 2 and 3, South 89(degree) 28' 22" East, 244.63 feet to the Point of Beginning. PARCEL THREE-A An Easement for sanitary sewer over those portions of Parcel 2, designated "10' P.S.S.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-B An easement for ingress and egress over all those portions of Parcel 2, designated "P.I.E.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed fore record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-C An Easement for ingress and egress over those portions of Parcel 2, designated "21' P.I.E.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. ARB: 224-10-100.04 PARCEL FOUR ALL OF PARCEL 4, and a portion of Parcel 5, as shown Parcel Map filed for record on May 13, 1993 in Book 646 of Maps, Pages 46, 47, 48 and 49, Santa Clara County Records. Beginning at a point in the Westerly boundary of Scott Boulevard at an easterly corner of said Parcel 5 as said Boulevard and Parcel are shown on said map, said point being the northeasterly corner of Parcel "A" as said Parcel is shown on Record of Survey Map filed for record on February 10, 1967 in Book 219 of Maps at Page 5, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and Parcel "A", North 89(degree) 28' 12" West, 120.00 feet and South 0(degree) 59' 10" West, 124.00 feet to the northerly boundary of the "MARCIA J. MCMANUS PROPERTY", as shown on Record of Survey Map filed for record on January 13, 1961 in Book 128 of Maps at Page 48, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and McManus Property, North 89(degree) 28' 12" West, 62.89 feet to the Northwesterly corner of said McManus Property; Thence, North 89(degree)28' 12" West, 38.94 feet to a Southeasterly corner of said Parcel 4; Thence along a common boundary to said Parcels 4 and 5, North 89(degree) 29' 12" West, 161.06 feet to a Northeasterly corner of that certain 3.924 net acre parcel as shown on Record of Survey Map filed for record on May 22, 1959 in Book 106 of Maps at Page 54, Santa Clara County Records. Thence along the common boundary of said Parcel 4 and said 3.924 net acre parcel, North 89(degree) 29' 54" West, 362.84 feet to an easterly boundary of Parcel I as shown on Parcel Map filed for record on September 19, 1990 in Book 618 of Maps at Pages 36, 37 and 38, Santa Clara County Records. Thence, along the common boundaries of said Parcel 4 and said Parcel 1, North 1(degree) 04' 25" East, 302.38 feet, South 89(degree) 29' 54" East, 42.42 feet, and North 0(degree) 30' 06" East, 80.00 feet to a corner of Parcel 2 as said Parcel 2 is shown on first said Parcel Map; Thence, continuing along the projection of the

last mentioned course and a common boundary of said Parcel 4 and said Parcel 2, North 0(degree) 30' 06" East, 20.00 feet; Thence, continuing along a common boundary of said Parcel 4 and said Parcel 2, South 89(degree) 28' 22" East, 703.69 feet to said Westerly boundary of Scott Boulevard; Thence, along last said boundary, South 0(degree) 59' 10" West, 278.25 feet to the Point of Beginning. PARCEL FOUR-A A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Exhibit F FORM OF TENANT NOTICE LETTER [BRE/SAN TOMAS I L.L.C.][BRE/SAN TOMAS II L.L.C.] c/o Blackstone Real Estate Acquisitions III L.L.C. 345 Park Avenue - 32nd Floor New York, New York 10154] \_\_\_\_\_, 2003 BY CERTIFIED MAIL [Name and Address of Tenant] Premises: [\_\_\_\_\_] Gentlemen and Ladies: Please be advised that effective the date set forth above, the Premises have been conveyed to Mission West Properties, L.P., a Delaware limited partnership ("Buyer"), whose mailing address is 10050 Bandlely Drive, Cupertino, CA 95014. You are hereby irrevocably and unconditionally directed that, effective immediately, all future communications, rents and payments are to be directed as follows: Mission West Properties, L.P., 10050 Bandlely Drive, Cupertino, CA 95014, Ph. 408-725-0700, Fax. 408-725-1626. Buyer has assumed all of the obligations of the landlord under your leases from this day forward including any obligation to return your security deposit, if any, in accordance with the provisions of your existing lease. Very truly yours, [BRE/SAN TOMAS I L.L.C., a Delaware limited liability company] By: ----- Name: Title: [BRE/SAN TOMAS I L.L.C., a Delaware limited liability company] By: ----- Name: Title: MISSION WEST PROPERTIES, L.P., By: Mission West Properties, Inc., its General Partner By: ----- Name: Title: Exhibit G Form of LETTER OF CREDIT Notice BRE/SAN TOMAS I L.L.C. c/o Blackstone Real Estate Acquisitions III L.L.C. 345 Park Avenue - 32nd Floor New York, New York 10154 April \_\_\_, 2003 BY CERTIFIED MAIL JDS Uniphase Corporation 2300 Central Expressway Santa Clara, CA 95050 RE: Letter of Credit No. 3053587 ("Letter of Credit") -- 2300 Central Expressway Ladies and Gentlemen: Effective the date set forth above, the Premises have been conveyed to Mission West Properties, L.P., a Delaware limited partnership ("Buyer"), whose mailing address is 10050 Bandlely Drive, Cupertino, CA 95014. Attached please find a copy of the Letter of Credit currently in place for JDS Uniphase Corporation ("JDS") at 2300 Central Expressway under that certain Lease Agreement dated January 24, 2001 ("Lease") by and between BRE/San Tomas I L.L.C., as landlord ("BRE") and JDS, as tenant. Pursuant to Section 44 of the Lease, the Letter of Credit shall name BRE, its successors and assigns, as beneficiary. The Letter of Credit names BRE, but not its successors and assigns, as beneficiary. Therefore, Bank of America has advised us that the existing Letter of Credit is not transferable. Please instruct Bank of America to terminate the Letter of Credit and issue a new letter of credit naming Buyer as beneficiary as soon as possible after April \_\_\_, 2003. Thank you for your attention to this matter, and please feel free to contact Karen Sprogis at (212) 583-5854 or Ray Marino at (408) 725-7632 if you have any questions. Very truly yours, BRE/SAN TOMAS I L.L.C., a Delaware limited liability company By: ----- Name: Karen Sprogis Title: Managing Director BUYER: MISSION WEST PROPERTIES, L.P., By: Mission West Properties, Inc., its General Partner By: ----- Name: Title: Exhibit H RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Mission West Properties, L.P. 10050 Bandlely Drive Cupertino, CA 95014 Attn: Raymond V. Marino (Space above this line for Recorder's use) The undersigned grantors declare: AMOUNT OF DOCUMENTARY TRANSFER TAX DUE IS SHOWN ON SEPARATE PAPER GRANT DEED THIS DEED is made and entered into as of the \_\_\_ day of April, 2003 by BRE/SAN TOMAS I L.L.C., a Delaware limited liability company and BRE/SAN TOMAS II L.L.C., a Delaware limited liability company (together, the "Grantors"), whose mailing address is 345 Park Avenue, 32nd Floor, New York, New York 10154 to Mission West Properties, L.P., a Delaware limited partnership ("Grantee"), whose mailing address is 10050 Bandlely Drive, Cupertino, CA 95014. Wherever used herein, the terms "Grantors" and "Grantee" shall include all of the parties to this instrument and their respective successors and assigns. GRANTORS, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Grantee: ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being in the City and County of Santa Clara, State of California, as more particularly described on Schedule A attached hereto and by this reference made a part hereof (the "Real Property"); TOGETHER WITH all right, title and interest, if any, of Grantors in and to any streets and roads abutting the above described Real Property to the center lines thereof; TOGETHER with the appurtenances and all estate and rights of Grantors in and to said Real Property; TO HAVE and to hold the same unto the Grantee forever. Grantors have duly executed this deed

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as of the date first above written. Witnessed by: BRE/SAN TOMAS I L.L.C., a Delaware limited liability company  
By: ----- Name: Karen Sprogis Title: Managing Director and Vice President BRE/SAN  
TOMAS II L.L.C., a Delaware limited liability company By: ----- Name: Karen Sprogis  
Title: Managing Director and Vice President MAIL TAX STATEMENTS AS DIRECTED ABOVE Schedules:  
----- Schedule A Legal Description State of \_\_\_\_\_ ) ) ss: County of \_\_\_\_\_ ) On April \_\_, 2003,  
before me, \_\_\_\_\_, Notary Public, in and for said State, personally appeared  
\_\_\_\_\_, personally known to me to be the persons whose names are subscribed to the within  
instrument and acknowledged to me that s/he executed the same in his/her authorized capacity as the  
\_\_\_\_\_ of \_\_\_\_\_ and that by his/her signature on the instrument such person,  
or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.  
(Seal of Notary) ----- Name: My commission expires: State of \_\_\_\_\_ ) ) ss: County of  
\_\_\_\_\_ ) On April \_\_, 2003, before me, \_\_\_\_\_, Notary Public, in and for said State,  
personally appeared \_\_\_\_\_, personally known to me to be the persons whose names are  
subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized  
capacity as the \_\_\_\_\_ of \_\_\_\_\_ and that by his/her signature on the  
instrument such person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my  
hand and official seal. (Seal of Notary) ----- Name: My commission expires: Schedule A to Grant  
Deed Legal Description Real property in the City of Santa Clara, County of Santa Clara, State of California described  
as follows: PARCEL ONE: PARCEL 1, as shown on that certain Parcel Map, filed for record in the Office of the  
Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46 through  
49. PARCEL ONE-A An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E.  
Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the  
Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49,  
pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in  
Book M775, Page 1281, Official Records. PARCEL ONE-B An easement for sanitary sewer over that portion of  
Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel  
Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993  
in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions  
and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL ONE-C An easement  
for storm drain over all those portions of Parcel 2, designated "10' P.S.D.E. established hereon to benefit Parcel 1", as  
shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of  
California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants  
Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.  
PARCEL ONE-D A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim  
of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Legal  
Description-Continued PARCEL TWO ALL OF PARCEL 2, as shown on Parcel Map filed for record in the Office of  
the Recorder of the County of Santa Clara, State of California, on May 13, 1993 in Book 646 of Maps at Pages 46  
through 49. Excepting Therefrom, a portion of said Parcel 2 described as follows: Beginning at a point on the  
Westerly line of Scott Boulevard at the Common Corner to said Parcel 2 and Parcel 3 as shown on said map; Thence,  
from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet;  
Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a  
common boundary of said Parcels 2 and 3; Thence along last said boundary North 00(degree) 31' 38" East, 29.00 feet  
to a common corner to said Parcels 2 and 3; Thence along a common boundary to said Parcels 2 and 3, South  
89(degree) 28' 22" East, 244.63 feet to the Point of Beginning. PARCEL TWO-A An easement for ingress and egress  
over all those portions of Parcel 1, as shown and designated "P.I.E.E. Established Hereon to Benefit Parcel 2", as  
shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of  
California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants,  
Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records.  
PARCEL TWO-B An easement for ingress and egress over all those portions of Parcel 3, as shown and designated  
"P.I.E.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the  
Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49

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pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-C An easement for ingress and egress over all those portions of Parcel 4, as shown and designated "P.I.E.E. Established Hereto To Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-D An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-E An easement for storm drain over all those portions of Parcel 3, designated "10' P.S.D.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-F An easement for storm drain over all those portions of Parcel 4, designated "10' S.D.E. (3) Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-G An easement for landscape over all those portions of Parcel 1, designated "P.L.E. Established Herein to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-H An easement for landscape over all those portions of Parcel 4, designated "15' P.L.E. Established Hereon to Benefit Parcel 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-I An easement for sanitary sewer over that portion of Parcel 4, designated "15' x 438.12' P.S.S.E. Established Hereon to Benefit Parcels 1 and 2", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL TWO-J A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. PARCEL THREE ALL OF PARCEL 3, as shown on Parcel Map filed on May 13, 1993 in Book 646 of Maps Pages 46 through 49 Santa Clara County Records. Together with a portion of Parcel 2 as shown on said Map, said portion of Parcel 2 being more particularly described as follows: Beginning at a point on the Westerly line of Scott Boulevard at the common corner to said Parcel 2 and Parcel 3 as shown on said map; Thence, from said Point of Beginning along said Westerly line of Scott Boulevard, South 00(degree) 59' 10" West, 29.00 feet; Thence, parallel to a common boundary of said Parcels 2 and 3, North 89(degree) 28' 22" West, 244.39 feet to a common boundary of said Parcels 2 and 3; Thence, along last said boundary North 00(degree) 31' 38" East, 29.00 feet to a common corner of said Parcels 2 and 3; Thence along said common boundary to said Parcels 2 and 3, South 89(degree) 28' 22" East, 244.63 feet to the Point of Beginning. PARCEL THREE-A An Easement for sanitary sewer over those portions of Parcel 2, designated "10' P.S.S.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-B An easement for ingress and egress over all those portions of Parcel 2, designated "P.I.E.E. Established Hereon to Benefit Parcel 3", as shown on the Parcel Map filed fore record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. PARCEL THREE-C An Easement for ingress and egress over those portions of Parcel 2, designated "21' P.I.E.E. Established Hereon to

Benefit Parcel 3", as shown on the Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on May 13, 1993 in Book 646 of Maps, Pages 46 thru 49, pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded May 13, 1993 in Book M775, Page 1281, Official Records. ARB: 224-10-100.04 PARCEL FOUR ALL OF PARCEL 4, and a portion of Parcel 5, as shown Parcel Map filed for record on May 13, 1993 in Book 646 of Maps, Pages 46, 47, 48 and 49, Santa Clara County Records. Beginning at a point in the Westerly boundary of Scott Boulevard at an easterly corner of said Parcel 5 as said Boulevard and Parcel are shown on said map, said point being the northeasterly corner of Parcel "A" as said Parcel is shown on Record of Survey Map filed for record on February 10, 1967 in Book 219 of Maps at Page 5, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and Parcel "A", North 89(degree) 28' 12" West, 120.00 feet and South 0(degree) 59' 10" West, 124.00 feet to the northerly boundary of the "MARCIA J. MCMANUS PROPERTY", as shown on Record of Survey Map filed for record on January 13, 1961 in Book 128 of Maps at Page 48, Santa Clara County Records; Thence, along the common boundaries of said Parcel 5 and McManus Property, North 89(degree) 28' 12" West, 62.89 feet to the Northwesterly corner of said McManus Property; Thence, North 89(degree)28' 12" West, 38.94 feet to a Southeasterly corner of said Parcel 4; Thence along a common boundary to said Parcels 4 and 5, North 89(degree) 29' 12" West, 161.06 feet to a Northeasterly corner of that certain 3.924 net acre parcel as shown on Record of Survey Map filed for record on May 22, 1959 in Book 106 of Maps at Page 54, Santa Clara County Records. Thence along the common boundary of said Parcel 4 and said 3.924 net acre parcel, North 89(degree) 29' 54" West, 362.84 feet to an easterly boundary of Parcel I as shown on Parcel Map filed for record on September 19, 1990 in Book 618 of Maps at Pages 36, 37 and 38, Santa Clara County Records. Thence, along the common boundaries of said Parcel 4 and said Parcel 1, North 1(degree) 04' 25" East, 302.38 feet, South 89(degree) 29' 54" East, 42.42 feet, and North 0(degree) 30' 06" East, 80.00 feet to a corner of Parcel 2 as said Parcel 2 is shown on first said Parcel Map; Thence, continuing along the projection of the last mentioned course and a common boundary of said Parcel 4 and said Parcel 2, North 0(degree) 30' 06" East, 20.00 feet; Thence, continuing along a common boundary of said Parcel 4 and said Parcel 2, South 89(degree) 28' 22" East, 703.69 feet to said Westerly boundary of Scott Boulevard; Thence, along last said boundary, South 0(degree) 59' 10" West, 278.25 feet to the Point of Beginning. PARCEL FOUR-A A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. PARCEL FIVE A portion of PARCEL 5, as shown on that certain Parcel Map, filed for record on May 13, 1993 in Book 646 of Maps at Pages 46, 47, 48 and 49 Santa Clara County Records and a portion of 3.924 net acre parcel as shown on Record of Survey filed for record on May 22, 1959 in Book 106 of Maps at Page 54, Santa Clara County Records more particularly described as follows: COMMENCING at a point in the Westerly boundary of Scott Boulevard at a Southeasterly corner of said Parcel 5, as said Boulevard and Parcel are shown on said map, said point being the Northeasterly corner of Parcel "A" as shown on Record of Survey Map filed for record on February 10, 1967 in Book 219 of Maps, at Page 5, Santa Clara County Records; Thence along the common boundaries of said Parcel 5 and said Parcel "A", North 89(degree) 28' 12" West, 120.00 feet and South 0(degree) 59' 10" West, 124.00 feet to the Northerly boundary of the "MARCIA J. MC MANUS PROPERTY", as shown on Record of Survey Map filed for record on January 13, 1961 in Book 128 of Maps at Page 48, Santa Clara County Records. Thence, along the common boundaries of said PARCEL 5 and said MC MANUS PROPERTY, North 89(degree) 28' 12" West, 62.89 feet to the True Point of Beginning. Thence from said True Point of Beginning continuing along a common boundary of said Parcel 5 and said MC MANUS PROPERTY South 0(degree) 57' 22" West, 100.00 feet to the Northeasterly corner of that certain parcel described in the Deed from William McCann, et us, to Joseph N. Gresham, et ux, by instrument dated April 20, 1956 and recorded April 23, 1956 in Book 3474 of Official Records, Page 190; Thence, along the common boundaries of said Parcel 5 and said parcel from McCann to Gresham, North 89(degree) 28' 12" West, 15.00 feet and South 0(degree) 57' 22" West, 165.00 feet to a Northerly boundary of that certain 3.924 net acre parcel as shown on Record of Survey Map filed for record on May 22, 1959 in Book 106 of Maps, at Page 54, Santa Clara County Records; Thence, along last said Northerly boundary, South 89(degree) 28' 12" East, 197.75 feet to the Westerly boundary of said Scott Boulevard; Thence, along last said boundary South 00(degree) 59' 10" West, 2.96 feet to the Northerly end of return for Northwest corner of Scott Boulevard and Walsh Avenue as shown on Record of Survey Map filed on July 17, 1967 in Book 225 of Maps, Pages 14 and 15, Santa Clara County Records; Thence, along said return on a tangent curve deflecting to the right with a radius of 140.00 feet, through a central angle of 18(degree) 00' 00" an arc distance of 43.98 feet; Thence along a tangent curve deflecting to the right with a radius of

40.00 feet, through a central angle of 53(degree) 30' 56" an arc distance of 37.36 feet; Thence along a tangent curve deflecting to the right with a radius of 140.00 feet, through a central angle of 18(degree) 00' 00" an arc distance of 43.98 feet to the Northerly boundary of said Walsh Avenue; Thence, North 89(degree) 29' 54" West, 670.84 feet to an Easterly boundary of Parcel 1 as shown on Parcel Map filed for record on September 19, 1990 in Book 618 of Maps at Pages 36, 37 and 38, Santa Clara County Records. Thence, along the common boundary of said Parcel 1 and 3.924 net acre parcel, North 01(degree) 04' 25" East, 343.57 feet to the Southwesterly corner of Parcel 4 as shown on first said Parcel Map; Thence, along the common boundary of said Parcel 4 and said 3.294 net acre parcel South 89(degree) 29' 54" East 362.84 feet to a Westerly corner of said Parcel 5; Thence, along a common boundary of said Parcels 4 and 5 and its Easterly projection South 89(degree) 28' 12" East, 200.00 feet to the True Point of Beginning. PARCEL FIVE-A A right of way for ingress and egress over a strip of land 20 feet wide, the center line of which is described as follows: Beginning at a point in the quarter section line running North and South through the center of Section 34, Township 6 South, Range 1 West, M.D.B. & M. distant thereon South 0(degree) 03' West 100 feet from the Northeast corner of the South 1/2 of the Northwest 1/4 of Section 34, Township 6 South, Range 1 West M.D.B. & M. said Northeast corner also being the Northeasterly corner of that certain 2 acre tract of land described in the Deed from Joseph F. Costa et al., to Geo P. Peterson, et ux, dated January 2, 1947, recorded January 3, 1947 in Book 1403 Official Records, Page 295, Santa Clara County Records; the true point of beginning of the right of way to be described; thence leaving said quarter section line and running parallel with the Northerly line of said 2 acre tract South 89(degree) 45' West 250.60 feet to the Northeasterly corner of that certain parcel of land conveyed to Joseph N. Gresham et ux in Deed recorded April 23, 1956 in Book 3474, Page 190, Official Records. Less that portion lying within the Right-of-Way of Scott Boulevard. PARCEL FIVE-B A non-exclusive easement for pedestrian and vehicular access as granted in the Grant and Quitclaim of Easements recorded December 4, 2000 as Instrument No. 15481192, Official Records. Exhibit I BILL OF SALE [BRE/SAN TOMAS I L.L.C.][BRE/SAN TOMAS II L.L.C.], a Delaware limited liability company, whose address is 345 Park Avenue, New York, New York 10154 (hereinafter referred to as "Seller"), in consideration of Ten (\$10.00) Dollars in hand paid by MISSION WEST PROPERTIES, L.P., a Delaware limited partnership having an address at 10050 Bandlely Drive, Cupertino, CA 95014 (hereinafter referred to as "Buyer"), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, assign, convey, transfer, set over, and quit-claim unto Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the Personal Property (as defined in that certain Purchase and Sale Agreement dated as of April \_\_\_\_, 2003 ("Purchase Agreement") between the Seller, as seller and Buyer, as buyer. TO HAVE AND TO HOLD the Personal Property unto Buyer, its successors and assigns forever. This Bill of Sale is made without warranty or representation, express or implied, by or recourse against Seller of any kind or nature whatsoever except as set forth in the Purchase Agreement. This Bill of Sale has been duly executed by Seller as of the \_\_\_\_ day of April, 2003. [BRE/SAN TOMAS I L.L.C., a Delaware limited liability company] By: ----- Name: Title: [BRE/SAN TOMAS II L.L.C., a Delaware limited liability company] By: ----- Name: Title: BRE/SAN TOMAS II L.L.C., a Delaware limited liability company By: ----- Name: Title: Exhibit J FORM OF ENTITY TRANSFEROR FOREIGN INVESTORS REAL PROPERTY TAX ACT CERTIFICATION AND AFFIDAVIT Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Mission West Properties, L.P., a Delaware limited partnership (the "Transferee") that withholding of tax is not required upon disposition of a U.S. real property interest by [BRE/SAN TOMAS I L.L.C.][BRE/SAN TOMAS II L.L.C.], a Delaware limited liability company (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor: (a) Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations); (b) The U.S. employer identification number of Transferor is \_\_\_\_\_; (c) Transferor has an address at 345 Park Avenue, New York, New York 10154. (d) The address of the subject property is \_\_\_\_\_, \_\_\_\_\_. Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both. Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this document on behalf of Transferor. April \_\_\_\_, 2003 [BRE/SAN TOMAS I L.L.C., a Delaware limited liability company] By: ----- Name: Title: [BRE/SAN TOMAS II L.L.C., a Delaware limited liability company] By: ----- Name: Title: SCHEDULES for AGREEMENT OF

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PURCHASE AND SALE among BRE/SAN TOMAS I L.L.C. and BRE/SAN TOMAS II L.L.C., the SELLER and MISSION WEST PROPERTIES, L.P., the BUYER ----- Exhibits ----- Exhibit A - Form of Tenant Estoppel Certificate Exhibit B - Form of Assignment of Leases Exhibit C - Form of Assignment of Contracts Exhibit D - Form of Assignment of Unisys Indemnity Exhibit E - Form of BRE I Lease Exhibit F - Form of Tenant Notices Exhibit G - Form of Letter of Credit Notice Exhibit H - Form of Grant Deed Exhibit I - Form of Bill of Sale Exhibit J - Form of FIRPTA Certificate Schedules ----- Schedule A - Land Schedule 2.1(ii) - Personal Property Schedule 2.1(iv) - Warranties Schedule 3.2(a) - Contracts Schedule 3.2(b) - Space Leases Schedule 3.2(c) - Brokerage Commissions and Agreements Schedule 3.2(e) - Litigation and Pending Actions Schedule 4.2(a) - Leasing Costs Schedule 6.3 - Insurance Policies Schedule 8.1(a) - Additional Rent Due to Seller Schedule 8.7 - Security Deposits Held by the Seller Schedule 10.1 - Tax Appeals Mission West Properties, Inc. agrees to furnish supplementally a copy of any omitted schedule (or exhibit) to the Securities and Exchange Commission upon request. Mission West Properties, Inc. By: /s/ Wayne N. Pham ----- Wayne Pham Its: Vice President of Finance and Controller