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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2001

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 000-23593

VERISIGN, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-3221585
(I.R.S. Employer
Identification No.)

487 East Middlefield Road, Mountain View, CA
(Address of principal executive offices)

94043
(Zip Code)

Registrant's telephone number, including area code: (650) 961-7500

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Shares Outstanding October 31, 2001
-----	-----
Common stock, \$.001 par value	203,207,457

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PART I -- FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

As required under Item 1 - Condensed Consolidated Financial Statements (Unaudited) included in this section are as follows:

Financial Statement Description	Page
. Condensed Consolidated Balance Sheets As of September 30, 2001 and December 31, 2000	4
. Condensed Consolidated Statements of Operations For the Three and Nine Months Ended September 30, 2001 and 2000	5
. Condensed Consolidated Statements of Cash Flows For the Nine Months Ended September 30, 2001 and 2000	6
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VERISIGN, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	September 30 2001	December 31, 2000
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 565,717	\$ 460,362
Short-term investments	149,066	565,913
Accounts receivable, net	228,376	128,011
Prepaid expenses and other current assets	41,008	32,146
	984,167	1,186,432
Property and equipment, net	133,637	105,602
Goodwill and other intangible assets, net	4,700,764	17,656,641
Long-term investments	471,816	209,145
Deferred income taxes	66,642	--
Other assets, net	37,640	37,402
	\$ 6,394,666	\$ 19,195,222
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 247,192	\$ 212,766
Deferred revenue	442,625	452,713
	689,817	665,479
Long-term deferred revenue	142,196	55,575
Other long-term liabilities	4,007	3,560
	146,203	59,135
Commitments and contingencies		
Stockholders' equity:		
Preferred stock - par value \$.001 per share		
Authorized shares: 5,000,000		
Issued and outstanding shares: none	--	--
Common stock - par value \$.001 per share		
Authorized shares: 1,000,000,000		
Issued and outstanding shares: 202,940,772 and 198,639,497 (excluding 1,190,000 shares and 40,000 shares held in treasury at September 30, 2001 and December 31, 2000, respectively)	203	199
Additional paid-in capital	21,704,386	21,670,647
Notes receivable from stockholders	(252)	(245)
Unearned compensation	(30,660)	(36,365)
Accumulated deficit	(16,117,768)	(3,162,926)
Accumulated other comprehensive income (loss)	2,737	(702)
	5,558,646	18,470,608
	\$ 6,394,666	\$ 19,195,222

See accompanying Notes to Condensed Consolidated Financial Statements

VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2001	2000	2001	2000
Revenues	\$ 255,155	\$ 173,086	\$ 699,765	\$ 277,411
Costs and expenses:				
Cost of revenues	83,518	59,939	238,166	94,971
Sales and marketing	65,803	57,974	195,591	100,492
Research and development	21,649	14,485	62,195	26,028
General and administrative	37,250	23,869	103,258	35,705
Write-off of acquired in-process research and development	--	--	--	54,000
Amortization and write-down of goodwill and other intangible assets ...	459,724	1,362,606	13,103,529	1,832,836
Total costs and expenses.....	667,944	1,518,873	13,702,739	2,144,032
Operating loss	(412,789)	(1,345,787)	(13,002,974)	(1,866,621)
Other income:				
Interest and investment income (loss)	18,309	22,870	(15,726)	64,977
Other expense, net	(1,753)	(1,138)	(1,730)	(1,595)
Total other income (expense)	16,556	21,732	(17,456)	63,382
Loss before income taxes and minority interest	(396,233)	(1,324,055)	(13,020,430)	(1,803,239)
Income tax benefit	9,903	--	66,512	--
Loss before minority interest	(386,330)	(1,324,055)	(12,953,918)	(1,803,239)
Minority interest in net income of subsidiary	(405)	(130)	(924)	(40)
Net loss	\$ (386,735)	\$ (1,324,185)	\$ (12,954,842)	\$ (1,803,279)
Net loss per share:				
Basic and diluted	\$ (1.91)	\$ (6.78)	\$ (64.34)	\$ (12.33)
Shares used in per share computation:				
Basic and diluted	202,894	195,346	201,362	146,307

See accompanying Notes to Condensed Consolidated Financial Statements

VERISIGN, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Nine Months Ended September 30,	
	2001	2000
	-----	-----
Cash flows from operating activities:		
Net loss	\$(12,954,842)	\$ (1,803,279)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	40,238	17,329
Amortization and write-down of goodwill and other intangible assets	13,103,529	1,831,112
Write-off of acquired in-process research and development	--	54,000
Gain on sale of marketable securities	(2,114)	(34,996)
Write-down of investments	74,690	--
Minority interest in net income of subsidiary	924	40
Deferred income taxes	(66,512)	--
Amortization of unearned compensation	4,130	77
Loss on disposal of property and equipment	5,965	635
Changes in operating assets and liabilities:		
Accounts receivable	(85,746)	(38,368)
Prepaid expenses and other current assets	(1,293)	4,376
Accounts payable and accrued liabilities	17,211	81,426
Deferred revenue	31,351	38,707
Net cash provided by operating activities	167,531	151,059
	-----	-----
Cash flows from investing activities:		
Purchases of short-term investments	(712,855)	(584,222)
Proceeds from maturities and sales of short-term investments	1,125,686	86,019
Purchases of long-term investments	(405,927)	(158,859)
Proceeds from maturities and sales of long-term investments	60,419	63,652
Purchases of property and equipment	(65,899)	(32,146)
Net cash (paid) acquired in business combinations	(67,102)	852,412
Transaction costs	(18,721)	(14,407)
Other assets	1,231	2,188
Net cash (used in) provided by investing activities	(83,168)	214,637
	-----	-----
Cash flows from financing activities:		
(Issuance) collections on notes receivable from stockholders, net....	(7)	524
Repurchase of common stock	(50,104)	--
Net proceeds from issuance of common stock	72,452	60,559
Net cash provided by financing activities	22,341	61,083
	-----	-----
Effect of exchange rate changes on cash	(1,349)	388
	-----	-----
Net increase in cash and cash equivalents	105,355	427,167
Cash and cash equivalents at beginning of period	460,362	70,382
	-----	-----
Cash and cash equivalents at end of period	\$ 565,717	\$ 497,549
	=====	=====
Supplemental cash flow disclosures:		
Noncash investing and financing activities:		
Issuance of common stock for business combinations	\$ 34,240	\$ 21,109,865
	=====	=====
Unrealized gain (loss) on investments, net of tax	\$ 4,788	\$ (69,430)
	=====	=====

See accompanying Notes to Condensed Consolidated Financial Statements

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Basis of Presentation

The accompanying interim unaudited condensed consolidated balance sheets, statements of operations and cash flows reflect all adjustments, consisting of normal recurring adjustments and other adjustments, that are, in the opinion of management, necessary for a fair presentation of the financial position of VeriSign, Inc. and its subsidiaries ("VeriSign" or the "Company"), at September 30, 2001, and the results of operations and cash flows for the interim periods ended September 30, 2001 and 2000.

The accompanying unaudited condensed consolidated financial statements have been prepared by the Company in accordance with the instructions for Form 10-Q pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") and, therefore, do not include all information and notes normally provided in audited financial statements and should be read in conjunction with the financial statements of the Company for the year ended December 31, 2000, included in the annual report previously filed on Form 10-K.

The results of operations for any interim period are not necessarily indicative, nor comparable to the results of operations for any other interim period or for a full fiscal year.

The carrying amount of cash and cash equivalents, investments, accounts receivable, and accounts payable approximate their respective fair values.

Note 2. Goodwill and Other Intangible Assets

During 2000, the Company completed several acquisitions, including the acquisitions of THAWTE Consulting (Pty) Limited ("THAWTE"), Signio, Inc. ("Signio") and Network Solutions, Inc. ("Network Solutions"). These acquisitions resulted in the recording of goodwill of approximately \$21.3 billion. VeriSign reviews its goodwill and other intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of these assets may not be recoverable. The Company's policy is to assess the recoverability of goodwill using estimated undiscounted cash flows. Those cash flows include an estimated terminal value based on a hypothetical sale of an acquisition at the end of the related goodwill amortization period. Though the acquisitions have predominantly been performing at or above expectations, market conditions and attendant multiples used to estimate terminal values have continued to remain depressed. At June 30, 2000, the NASDAQ market index was at 3,966 points and had decreased 1,805 points, or 46%, to 2,161 points at June 30, 2001. This decline has affected the analysis used to assess the recoverability of goodwill. As a result, management has recorded an impairment charge in the quarter ended June 30, 2001, in the amount of \$9.9 billion. Since the most significant acquisitions were completed by issuing shares of the Company's common stock, the impairment should be considered a non-cash charge. At September 30, 2001, VeriSign had a remaining balance of \$4.7 billion of goodwill and other intangible assets.

The impairment of goodwill and other intangible assets in the second quarter of 2001 resulted in a write-off of the net book value as follows:

	THAWTE	Signio	Network Solutions	Other	Total
	-----	-----	-----	-----	-----
	(In thousands)				
Goodwill.....	\$ 100,451	\$ 447,442	\$ 9,228,263	\$ 63,064	\$ 9,839,220
Trade names.....	--	2,501	49,535	--	52,036
	-----	-----	-----	-----	-----
	\$ 100,451	\$ 449,943	\$ 9,277,798	\$ 63,064	\$ 9,891,256
	=====	=====	=====	=====	=====

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-- (Continued)

Note 3. Long-term Investments

VeriSign invests in debt and equity securities of technology companies for business and strategic purposes. These investments are included in long-term investments. Investments in non-public companies are accounted for under the cost method. For these non-quoted investments, VeriSign regularly reviews the operating performance and cash flow forecasts in assessing each investment's carrying value. Investments in public companies are recorded at fair market value with the associated unrealized gain or loss included in accumulated other comprehensive income. VeriSign identifies and records impairment losses on its investments when circumstances indicate that a decline in the fair value of an investment is other than temporary. During the first quarter of 2001, the Company determined that the decline in value of certain of the Company's public and non-public equity investments was other than temporary and recorded a write-down of these investments totaling \$74.7 million.

VeriSign also invests in commercial paper, corporate bonds and notes, United States government agency securities and various other securities which are considered available-for-sale. At September 30, 2001 the market value of these long-term securities were \$308 million.

Note 4. Comprehensive Loss

Comprehensive loss consists of net loss and accumulated other comprehensive income (loss). The components of comprehensive loss are as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2001	2000	2001	2000

	(In thousands)			
Net loss.....	\$ (386,735)	\$ (1,324,185)	\$(12,954,842)	\$ (1,803,279)
Change in unrealized gain (loss) on investments, net of tax.....	(430)	(23,139)	4,788	(69,430)
Translation adjustments.....	22	211	(1,349)	388

Comprehensive loss	\$ (387,143)	\$ (1,347,113)	\$(12,951,403)	\$ (1,872,321)
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Note 5. Calculation of Net Loss per Share

Basic net loss per share is computed using the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed using the weighted-average number of common shares and, when dilutive, potential common shares from options to purchase common stock using the treasury stock method. In the periods where the Company has a net loss, net loss per share on a diluted basis is equivalent to basic net loss per share because the effect of converting outstanding stock options would be anti-dilutive. In addition, options to purchase shares of common stock were not included in the computation of diluted earnings per share in periods where the options exercise price was greater than the average market price of the common shares and therefore, the effect would be anti-dilutive. At September 30, 2001, options to purchase 29,202,143 shares of common stock were outstanding and at September 30, 2000, options to purchase 28,136,475 shares of common stock were outstanding.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-- (Continued)

The following table represents the computation of basic and diluted net loss per share:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2001	2000	2001	2000
	(In thousands, except per share data)			
Basic and diluted net loss per share:				
Net loss	\$ (386,735)	\$ (1,324,185)	\$(12,954,842)	\$ (1,803,279)
Determination of basic and diluted shares:				
Weighted average shares outstanding	202,894	195,369	201,362	146,510
Weighted average shares issued and subject to repurchase agreements	--	(23)	--	(203)
Basic and diluted average common shares outstanding	202,894	195,346	201,362	146,307
Basic and diluted net loss per share	\$ (1.91)	\$ (6.78)	\$ (64.34)	\$ (12.33)

Note 6. Segment Information

Description of segments

Effective January 1, 2001, VeriSign organized its business into two reportable operating segments, the Mass Markets Division and the Enterprise and Service Provider Division. The segments were determined based primarily on how the Chief Operating Decision Maker views and evaluates VeriSign's operations. The Chief Executive Officer has been identified as the Chief Operating Decision Maker as defined by Statement of Financial Accounting Standards ("SFAS") No. 131. Other factors, including customer base, homogeneity of products, technology and delivery channels, were also considered in determining the reportable segments. The performance of each segment is measured based on several metrics, including gross margin.

The Mass Markets Division provides domain name registration, digital certificate and payment services and other value-added services to small and medium sized companies as well as to individual consumers. The Enterprise and Service Provider Division provides similar products and services to larger enterprises and service providers who want to establish and deliver secure Internet-based services for their customers in both business-to-consumer and business-to-business environments.

The following table reflects the results of VeriSign's reportable segments under VeriSign's management system. The "Other" segment consists primarily of unallocated corporate expenses. These results are used, in part, by the Chief Operating Decision Maker and by management, in evaluating the performance of, and in allocating resources to, each of the segments. Internal revenues and segment gross margin include transactions between segments that are intended to reflect an arm's length transfer at the best price available for comparable external transactions. Prior to the acquisition of Network Solutions in June of 2000, all of VeriSign's revenues and expenses were included in the Enterprise and Service Provider Division, therefore comparisons to the periods ended September 30, 2000, are not relevant.

VERISIGN, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-- (Continued)

	Mass Markets Division	Enterprise and Service Provider Division	Other	Total Segments
	(In thousands)			
Three months ended September 30, 2001:				
External revenues	\$ 142,779	\$ 112,376	\$ --	\$ 255,155
Internal revenues	--	33,409	--	33,409
Total revenues	\$ 142,779	\$ 145,785	\$ --	\$ 288,564
Segment gross margin	\$ 104,273	\$ 67,871	\$ (507)	\$ 171,637
Nine months ended September 30, 2001:				
External revenues	\$ 425,301	\$ 274,464	\$ --	\$ 699,765
Internal revenues	--	100,982	--	100,982
Total revenues	\$ 425,301	\$ 375,446	\$ --	\$ 800,747
Segment gross margin	\$ 302,878	\$ 165,181	\$ (6,460)	\$ 461,599

Assets are not tracked by segment and the Chief Operating Decision Maker does not evaluate segment performance based on asset utilization.

Reconciliation to VeriSign, as reported

	Three Months Ended September 30, 2001	Nine Months Ended September 30, 2001
	(In thousands)	
Revenues:		
Total segments	\$ 288,564	\$ 800,747
Elimination of internal revenues	(33,409)	(100,982)
Revenues, as reported	\$ 255,155	\$ 699,765
Net loss:		
Total cost of revenues	\$ 116,927	\$ 339,148
Elimination of internal cost of revenues ..	(33,409)	(100,982)
Cost of revenues, as reported	\$ 83,518	\$ 238,166
Segment gross margin	\$ 171,637	\$ 461,599
Operating expenses	584,426	13,464,573
Operating loss	(412,789)	(13,002,974)
Other income (loss)	16,556	(17,456)
Income tax benefit	9,903	66,512
Minority interest in net income of subsidiary	(405)	(924)
Net loss, as reported	\$ (386,735)	\$ (12,954,842)

VERISIGN, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-- (Continued)

Geographic information

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2001	2000	2001	2000
(In thousands)				
Revenues:				
United States	\$ 216,231	\$ 155,061	\$ 607,008	\$ 233,988
All other countries	38,924	18,025	92,757	43,423
Total	<u>\$ 255,155</u>	<u>\$ 173,086</u>	<u>\$ 699,765</u>	<u>\$ 277,411</u>

VeriSign operates in the United States, Canada, Europe, Japan and South Africa. In general, revenues are attributed to the country in which the contract originated. However, revenues from all digital certificates issued from the Mountain View, California facility and domain names issued from the Herndon, Virginia facility are attributed to the United States because it is impracticable to determine the country of origin.

	As of September 30,	
	2001	2000
(In thousands)		
Long-lived assets:		
United States	\$ 5,107,419	\$ 18,755,228
All other countries	236,438	507,259
Total	<u>\$ 5,343,857</u>	<u>\$ 19,262,487</u>

Long-lived assets consist primarily of goodwill and other intangible assets, property and equipment, long-term investments, and other long-term assets.

Note 7. Income Taxes

Through the nine months ended September 30, 2001, we have recorded a \$66.5 million tax benefit. The benefit is due to the realization of current net operating losses and certain current deferred tax assets. We have not provided a benefit for the long-term deferred tax assets due to the uncertainty of their being realized.

Our accounting for deferred taxes under Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes," involves the evaluation of a number of factors concerning the realizability of our deferred tax assets. In concluding that a valuation allowance was required to be applied to certain deferred tax assets, we considered such factors as our history of operating losses, our expected current year taxable income (exclusive of stock compensation deductions), our uncertainty as to the projected long-term operating results, and the nature of our deferred tax assets. Although our operating plans assume taxable and operating income in future periods, our evaluation of all of the available evidence in assessing the realizability of the noncurrent deferred tax assets indicated that such plans were not considered sufficient to overcome the available negative evidence. The possible future reversal of the valuation allowance will result in future income statement

benefit to the extent the valuation allowance was applied to deferred tax assets generated through ongoing operations. To the extent the valuation allowance relates to deferred tax assets generated through stock compensation deductions, the possible future reversal of such valuation allowance will result in a credit to additional paid in capital and will not result in future income statement benefit.

Note 8. Commitments and Contingencies

On July 19, 2001, VeriSign entered into an eleven year lease to occupy a building located in Herndon, Virginia. VeriSign expects to take occupancy of the building commencing late 2002.

Legal Proceedings

VeriSign is engaged in complaints, lawsuits and investigations arising in the ordinary course of business. VeriSign believes that it has adequate legal defenses and that the ultimate outcome of these actions will not have a material effect on VeriSign's consolidated financial position and results of operations.

Note 9. Recent Accounting Pronouncements

On July 20, 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard ("SFAS") No. 141, "Business Combinations" and SFAS No. 142, "Goodwill and Other Intangible Assets".

SFAS No. 141 requires that all business combinations be accounted for under the purchase method. Use of the pooling-of-interests method is no longer permitted. SFAS No. 141 requires that the purchase method be used for business combinations initiated after June 30, 2001. The Company adopted the provisions of SFAS No. 141 commencing July 1, 2001. To date, the Company has accounted for all of its business combinations as purchases and the adoption of SFAS No. 141 is not expected to have a significant impact on the Company's financial position or results of operations.

SFAS No. 142 requires that goodwill resulting from a business combination will no longer be amortized to earnings, but instead be reviewed for impairment. The Company is required to adopt SFAS No. 142 as of January 1, 2002. For goodwill resulting from business combinations prior to July 1, 2001, amortization of such goodwill will continue through December 31, 2001, but will cease commencing January 1, 2002. For business combinations occurring on or after July 1, 2001, the associated goodwill will not be amortized. Upon adoption of SFAS No. 142, the Company is required to perform a transitional impairment test for all recorded goodwill within six months and, if necessary, determine the amount of an impairment loss by December 31, 2002. The effects of adopting SFAS No. 142 are currently being determined.

In August 2001 the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations" and in October issued SFAS 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". SFAS No. 143 requires that the fair value of an asset retirement obligation be recorded as a liability in the period in which it incurs the obligation. SFAS No. 144 serves to clarify and further define the provisions of SFAS No. 121 "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of". SFAS No. 144 does not apply to goodwill and other intangible assets that are not amortized. SFAS No. 143 is effective for fiscal years beginning after June 15, 2002 and SFAS No. 144 is effective for fiscal years beginning after December 15, 2001. The Company expects to adopt SFAS No. 144 effective January 1, 2002 and SFAS No. 143 effective January 1, 2003. The effect of adopting these Statements is not expected to have a material effect on the Company's consolidated financial position or results of operations.

Note 10. Pending Acquisition

On September 23, 2001, VeriSign entered into an agreement and plan of merger with Illuminet Holdings, Inc., a leading provider of intelligent network and signaling services to the communications industry. Under the terms of the agreement, we will exchange 0.93 shares of our common stock for each outstanding share of Illuminet. We anticipate that we will issue approximately 30 million shares for all issued and outstanding shares of Illuminet. We will also assume Illuminet's outstanding employee stock options. This acquisition is intended to qualify as a tax-free reorganization and will be accounted for as a purchase transaction. We currently anticipate that this transaction will close during the fourth quarter of 2001 or the first quarter of 2002, subject to the satisfaction of various closing conditions.

Note 11. Subsequent Events

On October 1, 2001, VeriSign signed agreements to purchase our headquarters complex in Mountain View, California, consisting of several buildings and a parking structure, for approximately \$285 million in cash. See Exhibits 10.02 and 10.03 filed herewith.

On October 25, 2001, VeriSign filed a shelf registration statement with the Securities and Exchange Commission to offer an indeterminate number of shares of common stock that may be issued at various times and at indeterminate prices, with a total public offering price not to exceed \$750 million. Net proceeds will be used for general corporate purposes including investments, capital expenditures and working capital.

Forward-Looking Statements

You should read the following discussion in conjunction with the interim unaudited condensed consolidated financial statements and related notes.

Except for historical information, this Report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements involve risks and uncertainties, including, among other things, statements regarding our anticipated costs and expenses and revenue mix. Forward-looking statements include, among others, those statements including the words "expects," "anticipates," "intends," "believes" and similar language. Our actual results may differ significantly from those projected in the forward-looking statements. Factors that may affect future results of operations and cause or contribute to such differences include, but are not limited to, those discussed in the section "Factors That May Affect Future Results of Operations". You should carefully review the risks described in other documents we file from time to time with the Securities and Exchange Commission, including the Quarterly Reports on Form 10-Q that we have or will file in 2001 and our Annual Report on Form 10-K for the period ended December 31, 2000, which was filed on March 28, 2001. You are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to publicly release any revisions to the forward-looking statements or reflect events or circumstances after the date of this document.

Overview

VeriSign is a leading provider of trusted infrastructure services to website owners, enterprises, electronic commerce service providers and individuals. Our domain name registration, digital certificate, Global Registry and payment services provide the critical web identity, authentication and transaction infrastructure that online businesses need to establish their web identities and to conduct secure e-commerce and communications. Our services support businesses and consumers from the moment they first establish an Internet presence through the entire lifecycle of e-commerce activities.

Our core authentication service offerings were established as the cornerstone of the business in 1995 with the introduction of website digital certificates. Through our secure online infrastructure we sell our website digital certificates to online businesses, large enterprises, government agencies and other organizations. We have established strategic relationships to enable the widespread utilization of our digital certificate services and to assure interoperability with a wide variety of applications and network equipment. We also offer managed services that allow organizations to leverage our trusted data processing infrastructure to develop and deploy customized digital certificate services for use by employees, customers and business partners.

We market our authentication services worldwide through multiple distribution channels, including the Internet, direct sales, telesales, value added resellers, systems integrators and member organizations in our worldwide network of affiliates. A portion of our authentication services revenues to date have been generated through sales from our website, but we intend to continue to expand our direct sales force, both in the United States and abroad, and to continue to expand our other distribution channels. We continue to build a worldwide network of worldwide affiliates ("VeriSign Trust Network") who provide our trust services under licensed co-branding relationships using our proprietary technology and business practices. The VeriSign Trust Network now consists of 46 member organizations including British Telecommunications plc in the United Kingdom, Canadian Imperial Bank of Commerce in Canada, Certplus in France, eSign in Australia, HiTrust in Taiwan, Telfonica Data in Spain, Roccade in The Netherlands, Firstream in Europe, Netsecure Holdings in Asia and Telia in Sweden. These service providers utilize common technology, operating practices and infrastructure to deliver interoperable trust services for a specific geographic region or vertical market.

We market our payment services worldwide through multiple distribution channels, including the Internet, direct sales, telesales, value added resellers, our worldwide network of affiliates and systems integrators. A significant portion of our payment services revenues to date has been generated through sales from our website, but we intend to continue to expand our direct sales force, both in the United States and abroad, and to continue to expand our other distribution channels.

Our registry business is the exclusive registry for second level domain names within the .com, .net and .org top-level domains under agreements with the Internet Corporation for Assigned Names and Numbers ("ICANN") and the Department of Commerce ("DOC"). Internet domain names are unique identities that enable businesses, other organizations and individuals to communicate and conduct commerce on the Internet. As a registry we maintain the master directory of all second level domain names in the .com, .net and .org top-level domains. We own and maintain the shared registration system that allows all registrars, including our own, to enter new second level domain names into the master directory and to submit modifications, transfers, re-registrations and deletions for existing second level domain names. As of September 30, 2001, we had over 32 million active domain names in our authoritative database of domain names ending in .com, .net and .org.

Our Web Presence Services business markets second level domain name registration services, through our registrar ("Registrar"), and other value-added services that enable our customers to establish their identities on the web. The Registrar markets its services through a number of distribution channels, including the Internet, premier partner and business account partner programs, and strategic alliances. As of September 30, 2001, the Registrar had approximately 14.5 million active domain names under management in the .com, .net and .org top-level domains.

In December 1992, Network Solutions entered into the Cooperative Agreement with the National Science Foundation under which Network Solutions was to provide Internet domain name registration services for five top-level domains: .com, .net, .org, .edu and .gov. In September 1998, the DOC took over the administration of the Cooperative Agreement from the National Science Foundation.

On November 10, 1999, Network Solutions, the DOC and ICANN entered into a series of wide-ranging agreements relating to the domain name system. Under these agreements, Network Solutions recognized ICANN as the not-for-profit corporation described in the Cooperative Agreement, as amended, became an ICANN-accredited registrar and agreed to operate the registry in accordance with the provisions of the registry agreement and the consensus policies established by ICANN in accordance with the terms of that agreement. Our Registrar will be an accredited registrar through November 9, 2004, with a right to renew indefinitely in accordance with the Cooperative Agreement. Our registry charges registrars \$6 per domain name registration per year unless increased to cover increases in registry costs under circumstances described in the Cooperative Agreement.

In May 2001, the DOC approved agreements between the Company and ICANN and certain amendments to the Cooperative Agreement with the DOC that outline new terms for the continuation of our role as both the registry and a registrar for the .com, .net and .org top-level domains. Under the terms of the new agreements, we will continue to operate the .com registry until at least 2007 and the .net registry until at least June 30, 2005; we will continue to operate both registries beyond these dates under certain conditions as set forth in the agreements. The Company's continued operation of the .net registry through June 30, 2005 is subject to adjustment if certain market measurements indicate that competition in the registry or registrar market is not growing or meeting established goals. Depending on whether the share of registered names in the .biz, .info, .name, and .pro top-level domains reaches certain specified levels as of December 31, 2002, and whether the Registrar's share of the net increase in new registered names in .com and .net during the year 2002 exceeds certain specified levels, the expiration date for the .net registry may be adjusted to November 10, 2003, or the expiration date may remain unchanged but a subsequent measurement may be required on March 31, 2004. If an additional measurement is required to be made on March 31, 2004, the expiration date for the .net registry may be adjusted to January 1, 2005, or may remain unchanged depending on whether the market measurements specified in the .net registry agreement are met. Additional terms of the agreements allow us to continue to operate our registrar business under the .com, .net and .org top-level domains. The existing structural separation between our registry and registrar businesses will remain in effect throughout the 2007 term with the Company agreeing to an independent

audit of our registry/registrar structural separation annually. We will continue to operate the .org registry through December 2002 at which point that registry will return to its status for use by non-profit organizations around the world. We have further agreed to ensure an orderly transition of the .org registry and contribute a nominal endowment toward a new non-profit organization that will operate the .org registry.

Results of Operations

We have experienced substantial net losses in the past and we expect to continue to report losses due to the charges we incur for the amortization of acquired goodwill other intangible assets related to our acquisitions. In accordance with transitional provisions of FASB Statement 142, goodwill will no longer be amortized to earnings commencing January 1, 2002, but instead goodwill will be reviewed for impairment annually or more often as necessary. As of September 30, 2001, we had an accumulated deficit of approximately \$16.1 billion, primarily due to the amortization and write-down of goodwill and other intangible assets related to our acquisitions of approximately \$16.3 billion.

Revenues

The Company recognizes revenue on software arrangements in accordance with SOP 97-2, "Software Revenue Recognition," as modified by SOP 98-9. SOP 97-2, as modified, generally requires revenue earned on software arrangements involving multiple elements such as software products, upgrades, enhancements, post contract customer support ("PCS"), installation, training and other services. to be allocated to each element based on the relative fair values of the elements. The fair value of an element must be based on evidence that is specific to the vendor. If evidence of fair value does not exist for all elements of a license agreement and PCS is the only undelivered element, then all revenue for the license arrangement is recognized ratably over the term of the agreement. If evidence of fair value of all undelivered elements exists but evidence does not exist for one or more delivered elements, then revenue is recognized using the residual method. Under the residual method, the fair value of the undelivered elements is deferred, and the remaining portion of the arrangement fee is recognized as revenue.

Revenues from authentication services consist of fees for the issuance of digital certificates, fees for digital certificate service provisioning, fees for technology and business process licensing to affiliates and fees for consulting, implementation, training, support and maintenance services. Each of these sources of revenue has different revenue recognition methods. Revenues from the sale or renewal of digital certificates are deferred and recognized ratably over the life of the digital certificate, generally 12 months. Revenues from the sale of VeriSign OnSite managed services are deferred and recognized ratably over the term of the license, generally 12 months.

Revenues from the licensing of digital certificate technology and business process technology are sold in arrangements involving multiple elements including PCS, training and other services. PCS can be renewed annually for an additional fee. The Company uses the PCS renewal rate as evidence of fair value of PCS. The Company establishes evidence of fair value for training and other services through the price charged when the same element is sold separately. Since the Company has established evidence of fair value for all undelivered elements of these arrangements, revenue is recognized under the residual method. The fair value of PCS is recognized over the PCS term, training and other service revenue is recognized when delivered and the remaining portion of the arrangement fee is recognized after the execution of a license agreement and the delivery of these products to the customer, provided that there are no uncertainties surrounding the product acceptance, fees are fixed and determinable, collectibility is probable, and the Company has no remaining obligations other than the delivery of PCS.

Revenues from consulting and training services are recognized using the percentage-of-completion method for fixed-fee development arrangements or as the services are provided for time-and-materials arrangements.

Revenues from payment services primarily consist of a set-up fee and a monthly service fee for the transaction processing services. In accordance with the SEC Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition in Financial Statements," revenues from the set-up fee are deferred and recognized

ratably over the period that the fees are earned. Revenues from the service fees are recognized ratably over the periods in which the services are provided. Advance customer deposits received are deferred and allocated ratably to revenue over the periods in which the services are provided.

On occasion, the Company has purchased goods or services for the Company's operations from organizations at or about the same time that the Company has licensed its software to these organizations. These transactions are separately negotiated and recorded at terms the Company considers to be arm's length and at fair value.

Domain name registration revenues consist primarily of registration fees charged to customers and registrars for domain name registration services. Revenues from the sale or renewal of domain name registration services are deferred and recognized ratably over the registration term, ranging one to ten years.

We accounted for all of our acquisitions in 2000 and 2001 as purchase business combinations. Accordingly, the acquired companies' revenues have been included in our results of operations beginning with their dates of acquisition. As a result of our acquisitions of THAWTE and Signio in February 2000, and Network Solutions in June 2000, comparisons of revenues for the nine-month periods ended September 30, 2001 and 2000 may not be relevant, as the businesses of the combined company were not equivalent. The year-ago results reflect approximately seven months of activity from THAWTE and Signio, and approximately four months of activity from Network Solutions. See our annual report filed on Form 10-K for the period ended December 31, 2000 for further discussion of these acquisitions.

A comparison of revenues for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change
----- (Dollars in thousands) -----			
Three-month period:			
Revenues.....	\$ 255,155	\$ 173,086	47%
Nine-month period:			
Revenues.....	\$ 699,765	\$ 277,411	152%

Revenues increased significantly from the prior year for both our Mass Markets Division and our Enterprise and Service Provider Division. These increases were primarily due to the acquisition of Network Solutions in June 2000 as well as increased sales of authentication services, particularly website digital certificates and VeriSign OnSite services, and the expansion of the VeriSign Trust Network of worldwide affiliates and increased demand for our training and consulting services.

Mass Market Division

During the third quarter of 2001 we registered approximately 750 thousand new domain names and renewed or extended an additional 1.2 million domain names bringing the total active domain names under management by the Registrar to approximately 14.5 million at September 30, 2001, up from 13.7 million at September 30, 2000.

Our Mass Markets Division and our Enterprise and Service Provider Division issued approximately 98,000 new and renewed website digital certificates in the third quarter of 2001 compared to approximately 76,000 certificates issued in the third quarter of 2000, an increase of 30%. During the first nine months of 2001 the two divisions issued approximately 283,000 new and renewed certificates, bringing the total installed base to over 348,000 certificates at September 30, 2001, an increase of 53% over the installed base at the end third quarter of 2000. In particular, the Mass Markets Division website certificate base increased by 40,000 installed certificates, or 19%, in the first nine months of 2001, to 250,000 installed certificates at September 30, 2001.

A portion of our revenue mix is from VeriSign Payment Services ("VPS") which provides payment transaction services to online merchants to payment-enable their online stores and conduct business-to-business e-commerce activities. At September 30, 2001, the customer base for these services had grown to more than 56,000 online merchants using VPS, an increase of 428% from September 30, 2000. VPS added approximately 41,000 online merchants in the first nine months of 2001, representing an increase of 273% since December 31, 2000. Additionally, we now have 9 affiliates in the VeriSign Trust Network of worldwide affiliates that intend to deliver VPS payment services in their markets.

Enterprise and Service Provider Division

The VeriSign Global Registry Services group added 2.6 million new domain names during the third quarter of 2001, bringing total domain names in the authoritative database to over 32 million domain names at September 30, 2001, an increase of 33% over 24 million names at September 30, 2000. The Global Registry Services group also processed the renewal, extension or transfer of an additional 2.6 million domain names during the third quarter of 2001, bringing the total number of paid domain name transactions during the quarter to 5.2 million and 16.8 million during the first nine months of 2001. With the addition of 9 new registry customers in the third quarter of 2001 and a total of 16 during the first nine months of 2001 the registry now has a total of 93 active customers at September 30, 2001.

The VeriSign Trust Network added 8 new service providers in the third quarter of 2001, and 11 new service providers in the first nine months of 2001, bringing the total member organizations in the VeriSign Trust Network of worldwide affiliates to 46, up from approximately 30 at September 30, 2000.

International Revenues

Revenues from international subsidiaries and affiliates accounted for 15% of revenues in the third quarter of 2001 and 13% of revenues in the first nine months of 2001 compared to 10% of revenues in the third quarter of 2000 and 16% of revenues in the first nine months of 2000. The percentage increase in revenues from international subsidiaries and affiliates in the third quarter of 2001 was primarily related to an increase in the number of international affiliates in the VeriSign Trust Network combined with other activities to expand our presence in foreign markets. The percentage decrease in revenues from international subsidiaries and affiliates during the first nine months of 2001 was primarily related to the acquisition of Network Solutions in June of 2000 whose revenue is attributable to the United States.

Costs and Expenses

All of our acquisitions in 2000 and 2001 were accounted for as purchase business combinations and accordingly, the acquired companies' costs and expenses have been included in our results of operations beginning with their dates of acquisition. Due to the acquisitions of THAWTE, Signio and Network Solutions, comparisons of costs and expenses for the nine-month periods ended September 30, 2001 and 2000 may not be relevant, as the businesses of the combined company were not equivalent.

Cost of revenues

Cost of revenues consists primarily of costs related to providing digital certificate enrollment and issuance services, payment services, domain name registration services, customer support and training, consulting and development services and costs of facilities and computer equipment used in these activities. In addition, with respect to our digital certificate services, cost of revenues also includes fees paid to third parties to verify certificate applicants' identities, insurance premiums for our service warranty plan and errors and omission insurance and the cost of software resold to customers.

A comparison of cost of revenues for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change

	(Dollars in thousands)		
Three-month period:			
Cost of revenues	\$ 83,518	\$ 59,939	39%
Percentage of revenues	33%	35%	
Nine-month period:			
Cost of revenues	\$ 238,166	\$ 94,971	151%
Percentage of revenues	34%	34%	

Growth of revenues was the primary factor in the increase of cost of revenues during the three and nine-month periods ended September 30, 2001, from the prior year. We hired more employees to support the increase in demand for our products and services and to support the growth of our security consulting and training activities. We incurred increased expenses for access to third-party databases, increased customer service costs related to our larger customer base and increased expenses related to the cost of software products resold to customers as part of network security solution implementations. We anticipate that cost of revenues will continue to increase in absolute dollars as a result of continued growth in all of our lines of business. Our acquisitions of THAWTE, Signio and Network Solutions have resulted in an increase in our cost of revenues since their acquisitions in 2000. In addition, future acquisitions, further expansion into international markets and introductions of additional products will result in further increases in cost of revenues, due to additional personnel and related expenses and other factors.

Cost of revenues as a percentage of revenues decreased in the third quarter of 2001 primarily due to the cost structures of our Web Presence Services product mix and the economies of scale associated with the growth in recurring revenues from existing customers. We anticipate that cost of revenues as a percentage of revenues will vary in future periods depending on the mix of services sold. Certain of our services, such as implementation consulting and training, require greater initial personnel involvement and therefore have higher costs than other types of services.

Sales and marketing

Sales and marketing expenses consist primarily of costs related to sales, marketing, and external affair activities. These expenses include salaries, sales commissions and other personnel-related expenses, travel and related expenses, costs of computer and communications equipment and support services, facilities costs, consulting fees and costs of marketing media programs, such as Internet, television, radio and print advertising.

A comparison of sales and marketing expenses for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change

	(Dollars in thousands)		
Three-month period:			
Sales and marketing	\$ 65,803	\$ 57,974	14%
Percentage of revenues	26%	33%	
Nine-month period:			
Sales and marketing	\$ 195,591	\$ 100,492	95%
Percentage of revenues	28%	36%	

The increase in sales and marketing expenses in the third quarter of 2001 was primarily related to additional payroll and overhead expenses associated with increases in our workforce. Our sales and marketing staff increased to support the expansion of our sales and marketing activities across all products, services and regions. We increased our international and Internet sales and marketing activities and incurred additional costs related to promoting our payment services business.

Sales and marketing expenses increased in absolute dollars in the first nine months of 2001 compared to the similar period in 2000 primarily due to the acquisition of Network Solutions in June 2000. The Web Presence Services group incurs expenses promoting the value of the .com, .net and .org web addresses as well as value-added services including web site design tools and other enhanced service offerings. The remainder of the increase during the nine-month period ended September 30, 2001, was driven by lead and demand generation activities in our authentication businesses, expansion of our sales force and an increase in international sales expenditures.

While the absolute dollar spending increased for sales and marketing expenses in both the third quarter and the first nine months of 2001, we continue to realize a decline in sales and marketing expenses as a percentage of revenues. This is primarily due to the increase in recurring revenues from existing customers, which tend to have lower acquisition costs, and the increase in the productivity of the direct and inside sales forces.

Research and development

Research and development expenses consist primarily of costs related to research and development personnel, including salaries and other personnel-related expenses, consulting fees and the costs of facilities, computer and communications equipment and support services used in service and technology development.

A comparison of research and development expenses for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change
	-----	-----	-----
	(Dollars in thousands)		
Three-month period:			
Research and development	\$ 21,649	\$ 14,485	49%
Percentage of revenues	8%	8%	
Nine-month period:			
Research and development	\$ 62,195	\$ 26,028	139%
Percentage of revenues	9%	9%	

Research and development expenses increased in absolute dollars in the third quarter of 2001 compared to the similar period in 2000 due to increased expenses associated with the enhancement of technologies behind our authentication and Internet trust services. We also increased spending to enhance our Internet transaction and payment services offerings.

Research and development expenses increased in absolute dollars in the first nine months of 2001 compared to the similar period in 2000 primarily due to the acquisition of Network Solutions in June 2000. The increase relates to the development and enhancement of new registry products related to multilingual domain names and managed domain name system services. In addition, the increase is due to continued investment in the design, testing and deployment of, and technical support for our expanded Internet trust service offerings and technology. The absolute dollar increase reflects the expansion of our engineering staff and related costs required to support our continued emphasis on developing new products and services as well as enhancing existing products and services. Our engineering head count increased to 309 at September 30, 2001 from 186 at September 30, 2000.

We believe that timely development of new and enhanced authentication services, transaction services, Web Presence Services and other technologies are necessary to maintain our position in the marketplace. Accordingly, we intend to continue to recruit experienced research and development personnel and to make other investments in research and development. As a result, we expect research and development expenses will continue to increase in absolute dollars. To date, we have expensed all research and development expenditures as incurred.

General and administrative

General and administrative expenses consist primarily of salaries and other personnel-related expenses for our executive, administrative, legal, finance and human resources personnel, facilities and computer and communications equipment, support services and professional services fees.

A comparison of general and administrative expenses for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change

	(Dollars in thousands)		
Three-month period:			
General and administrative	\$ 37,250	\$ 23,869	56%
Percentage of revenues	15%	14%	
Nine-month period:			
General and administrative	\$ 103,258	\$ 35,705	189%
Percentage of revenues	15%	13%	

The increase in general and administrative expenses in the third quarter of 2001 over the third quarter of 2000 was primarily attributable to additional personnel, facilities, and computer systems to support the expansion of our operations. Our company-wide general and administrative staff increased to 495 employees at September 30, 2001 from 338 employees at September 30, 2000. We also incurred additional bad debt expenses related to higher revenue levels achieved in the third quarter of 2001 as compared to the third quarter of 2000 and due to a general deterioration in the economy.

The increase in general and administrative expenses for the first nine months of 2001 over the first nine months of 2000 was primarily related to the acquisition of Network Solutions in June 2000. Expenses also increased due to additional staffing levels required to manage and support our expanded operations, the implementation of additional management information systems, and the expansion of our corporate headquarters.

We anticipate that general and administrative expenses will continue to increase on an absolute dollar basis in the future as we expand our administrative and executive staff, add infrastructure, expand facilities and assimilate acquired technologies and businesses.

Amortization of goodwill and other intangible assets

During 2000 the Company completed several acquisitions including THAWTE, Signio and Network Solutions. These acquisitions resulted in the recording of goodwill and other intangible assets in the amount of \$21.3 billion. The Company's policy is to assess the recoverability of goodwill using estimated undiscounted cash flows. Those cash flows include an estimated terminal value based on a hypothetical sale of an acquisition at the end of its goodwill amortization period. Though the acquisitions have been predominantly performing at or above expectations, market conditions and attendant multiples used to estimate terminal values have continued to remain depressed. At June 30, 2000, the NASDAQ market index was at 3,966 points and has decreased 1,805 points, or 46%, to 2,161 points at June 30, 2001. This decline has affected the analysis used to assess the recoverability of goodwill. As a result, management recorded an impairment charge in the quarter ended June 30, 2001, in the amount of \$9.9 billion. Since the most significant acquisitions were completed by issuing shares of the Company's common stock, the impairment should be considered a non-cash charge.

The amortization and write-down of goodwill and other intangible assets was approximately \$460 million in the third quarter of 2001 compared to \$1.4 billion in the third quarter of 2000 and was approximately \$13.1 billion in the first nine months of 2001 compared to \$1.8 billion in the first nine months of 2000. The year over year increase was primarily related to our purchase acquisitions during 2000 which accounted for approximately \$21.3 billion of additional goodwill and other intangible assets and the associated write-down of \$9.9 billion experienced in the second quarter of 2001. We expect to recognize goodwill and other intangible asset amortization charges related to our acquisitions of approximately \$460 million for the fourth quarter of 2001. In accordance with the transitional provisions of FASB Statement 142, goodwill will no longer be amortized to earnings commencing January 1, 2002, but instead goodwill will be reviewed for impairment annually or more often as necessary. Amortization of other intangible assets is expected to be approximately \$64 million per quarter thereafter.

Other Income / (Expense), net

Other income consists primarily of interest earned on our cash, cash equivalents and short-term and long-term investments and gains or losses on sales or write-downs of equity investments, as well as the net effect of foreign currency transaction gains and losses. Other income also includes charges for any gains or losses on the disposal of property and equipment and other miscellaneous expenses.

A comparison of other income for the three-month periods and nine-month periods ended September 30, 2001 and 2000 is presented below.

	2001	2000	Change
----- (Dollars in thousands)			
Three-month period:			
Other income	\$ 16,556	\$ 21,732	(24)%
Percentage of revenues	6%	13%	
Nine-month period:			
Other (expense) income	\$ (17,456)	\$ 63,382	(128)%
Percentage of revenues	(2)%	23%	

The change in other income in the third quarter of 2001 compared to the third quarter of 2000 was primarily due to \$18.3 million of interest and investment income in the third quarter of 2001 compared to \$22.9 million of interest and investment income in the third quarter of 2000. Returns on our invested cash balances were lower in the third quarter of 2001 compared to the third quarter of 2000 due to lower average interest rates.

The change in other income in the first nine months of 2001 compared to the first nine months of 2000 was primarily due to a write-down of investments totaling \$74.7 million on certain public and non-public equity security investments offset by \$57.2 million of interest and other income in the first nine months of 2001 compared to a realized gain of \$32.6 million from the sale of shares of Keynote Systems, Inc., and interest and other income of \$30.8 million in the first nine months of 2000. During the first nine months of 2001, we determined that the decline in value of certain of our public and non-public equity securities investments was other than temporary and we recorded a write-down of these investments totaling \$74.7 million. We had previously valued certain of these investments at the then fair market value as part of the Network Solutions acquisition. We may from time to time recognize gains or losses from the sales, write-downs or write-offs of our equity investments. Our cash and investments base increased significantly through the acquisition of Network Solutions in June 2000, while our invested balances produced relatively lower returns due to lower market interest rates in the first nine months of 2001 as compared to 2000.

Deferred Income Taxes

Through the nine months ended September 30, 2001, we have recorded a \$66.5 million tax benefit. The benefit is due to the realization of current net operating losses and certain current deferred tax assets. We have not provided a benefit for the long-term deferred tax assets due to the uncertainty of their being realized.

Our accounting for deferred taxes under Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes," involves the evaluation of a number of factors concerning the realizability of our deferred tax assets. In concluding that a valuation allowance was required to be applied to certain deferred tax assets, we considered such factors as our history of operating losses, our expected current year taxable income (exclusive of stock compensation deductions), our uncertainty as to the projected long-term operating results, and the nature of our deferred tax assets. Although our operating plans assume taxable and operating income in future periods, our evaluation of all of the available evidence in assessing the realizability of the noncurrent deferred tax assets indicated that such plans were not considered sufficient to overcome the available negative evidence. The possible future reversal of the valuation allowance will result in future income statement benefit to the extent the valuation allowance was applied to deferred tax assets generated through ongoing operations. To the extent the valuation allowance relates to deferred tax assets generated through stock compensation deductions, the possible future reversal of such valuation allowance will result in a credit to additional paid in capital and will not result in future income statement benefit.

Minority Interest in Net Income of Subsidiary

Minority interest in the net income of VeriSign Japan K.K. was \$405 thousand in the third quarter of 2001 and \$924 thousand in the first nine months of 2001 compared to \$130 thousand in the third quarter of 2000 and \$40 thousand in the first nine months of 2000. The change is primarily due to VeriSign Japan's increased revenue as compared to the third quarter and the first nine months of 2000. As the VeriSign Japan business continues to develop and evolve, we expect that the minority interest in net income of subsidiary will fluctuate.

Recent Developments

On October 1, 2001, VeriSign signed agreements to purchase our headquarters complex in Mountain View, California, consisting of several buildings and a parking structure, for approximately \$285 million in cash. See Exhibits 10.02 and 10.03 filed herewith.

On October 25, 2001, VeriSign filed a shelf registration statement with the Securities and Exchange Commission to offer an indeterminate number of shares of common stock that may be issued at various times and at indeterminate prices, with a total public offering price not to exceed \$750 million. Net proceeds will be used for general corporate purposes including investments, capital expenditures and working capital.

Factors That May Affect Future Results of Operations

In addition to other information in this Form 10-Q, the following risk factors should be carefully considered in evaluating us and our business because these factors currently have a significant impact or may have a significant impact on our business, operating results or financial condition. Actual results could differ materially from those projected in the forward-looking statements contained in this Form 10-Q as a result of the risk factors discussed below and elsewhere in this Form 10-Q.

We have a limited operating history under our current business structure.

We were incorporated in April 1995, and began introducing our trusted infrastructure services in June 1995. In addition, we completed several acquisitions in 2000 and 2001. Therefore, we have only a limited operating history on which to base an evaluation of our consolidated business and prospects. Our success will depend on many factors, including, but not limited to, the following:

- . the successful integration of the acquired companies;
- . the rate and timing of the growth and use of Internet protocol, or IP, networks for electronic commerce and communications;
- . the extent to which digital certificates and domain names are used for these communications or electronic commerce;
- . the continued growth in the number of web sites;
- . the growth in demand for our payment services;
- . the continued evolution of electronic commerce as a viable means of conducting business;
- . the demand for our Internet infrastructure services, digital certificates and web presence services;
- . the competition for any of our services;
- . the perceived security of electronic commerce and communications over IP networks;
- . the perceived security of our services, technology, infrastructure and practices; and
- . our continued ability to maintain our current, and enter into additional, strategic relationships.

To address these risks we must, among other things:

- . successfully market our Internet infrastructure services, digital certificates and our web presence services to new and existing customers;
- . attract, integrate, train, retain and motivate qualified personnel;
- . respond to competitive developments;
- . successfully introduce new Internet infrastructure services and web presence services; and
- . successfully introduce enhancements to our existing Internet infrastructure services, digital certificates and web presence services to address new technologies and standards and changing market conditions.

We cannot be certain that we will successfully address these risks.

Our business depends on the future growth of the Internet and adoption and continued use of IP networks.

Our future success substantially depends on the continued growth in the use of the Internet and IP networks. If the use of and interest in the Internet and IP networks does not continue to grow, our business

would be harmed. To date, many businesses and consumers have been deterred from utilizing the Internet and IP networks for a number of reasons, including, but not limited to:

- . potentially inadequate development of network infrastructure;
- . security concerns, particularly for online payments, including the potential for merchant or user impersonation and fraud or theft of stored data and information communicated over IP networks;
- . privacy concerns, including the potential for third parties obtaining personally identifiable information about users to disclose or sell data without notice to or the consent of such users;
- . other security concerns such as attacks on popular websites by "hackers;"
- . inconsistent quality of service;
- . lack of availability of cost-effective, high-speed systems and service;
- . limited number of local access points for corporate users;
- . inability to integrate business applications on IP networks;
- . the need to operate with multiple and frequently incompatible products;
- . government regulation; and
- . a lack of tools to simplify access to and use of IP networks.

The widespread acceptance of the Internet and IP networks will require a broad acceptance of new methods of conducting business and exchanging information. Organizations that already have invested substantial resources in other methods of conducting business may be reluctant to adopt new methods. Also, individuals with established patterns of purchasing goods and services and effecting payments may be reluctant to change.

We may not be able to sustain our revenue growth and our near-term success depends, in part, on the growth of the web presence services business.

We may not be able to sustain the revenue growth we have experienced in recent periods. In addition, past revenue growth may not be indicative of future operating results. If we do not successfully maintain our current position as a leading provider of domain name registration services or develop or market additional value-added web presence services and products, our business could be harmed.

Our web presence services will account for a significant portion of our revenue in at least the near term. Our future success will depend largely on:

- . continued new domain name registrations;
- . re-registration rates of our customers;
- . our ability to maintain our current position as a leading registrar of domain names;
- . the successful development, introduction and market acceptance of new web presence services that address the demands of Internet users;
- . our ability to provide robust domain name registration systems; and
- . our ability to provide a superior customer service infrastructure for our web presence services.

Issues arising from implementing agreements with ICANN and the Department of Commerce could harm our registration business.

The Department of Commerce, or DOC, has adopted a plan for a phased transition of the DOC's responsibilities for the domain name system to the Internet Corporation for Assigned Names and Numbers, or ICANN. We face risks from this transition, including the following:

- . ICANN could adopt or promote policies, procedures or programs that are unfavorable to our role in the registration of domain names or that are inconsistent with our current or future plans;
- . the DOC or ICANN could terminate our agreements to be the registry or a registrar in the .com, .net and .org top-level domains if they find that we are in violation of our agreements with them;
- . if our agreements to be the registry for the .com, .org or .net top-level domains, or a registrar for existing and new top-level domains are terminated, we may not be able to sustain the revenue growth we experienced in recent periods;
- . the terms of the registrar accreditation contract could change, as a result of an ICANN-adopted policy, in a manner that is unfavorable to us;
- . the DOC's or ICANN's interpretation of provisions of our agreements with either of them could differ from ours;
- . the DOC could revoke its recognition of ICANN, as a result of which the DOC would take the place of ICANN for purposes of the various agreements described above, and could take actions that are harmful to us;
- . ICANN has approved new top-level domains and we may not be permitted to act as a registrar with respect to some of those top-level domains;
- . the U.S. Government could refuse to transfer certain responsibilities for domain name system administration to ICANN due to security, stability or other reasons, resulting in fragmentation or other instability in domain name system administration; and
- . our registry business could face legal or other challenges resulting from the activities of registrars.

Challenges to ongoing privatization of Internet administration could harm our web presence services business.

Risks we face from challenges by third parties, including other domestic and foreign governmental authorities, to our role in the ongoing privatization of the Internet include:

- . legal, regulatory or other challenges could be brought, including challenges to the agreements governing our relationship with the DOC or ICANN, or to the legal authority underlying the roles and actions of the DOC, ICANN or us;
- . Congress has held several hearings in which various issues about the domain name system and ICANN's practices have been raised and Congress could take action that is unfavorable to us;
- . Congress has issued a Conference Report directing the General Accounting Office to review the relationship between the DOC and ICANN and the adequacy of security arrangements under existing DOC cooperative agreements. An adverse report could cause Congress to take action that is unfavorable to us or the stability of the domain name system;
- . ICANN could fail to maintain its role, potentially resulting in instability in domain name system administration; and
- . some foreign governments and governmental authorities have in the past disagreed with, and may in the future disagree with, the actions, policies or programs of ICANN, the U.S.

Government and us relating to the domain name system. These foreign governments or governmental authorities may take actions or adopt policies or programs that are harmful to our business.

Our quarterly operating results may fluctuate and our future revenues and profitability are uncertain.

Our quarterly operating results have varied and may fluctuate significantly in the future as a result of a variety of factors, many of which are outside our control. These factors include the following:

- . continued market acceptance of our trusted infrastructure services;
- . the long sales and implementation cycles for, and potentially large order sizes of, some of our Internet trust services and the timing and execution of individual contracts;
- . volume of domain name registrations through our web presence services business and our Global Registry Services business;
- . customer renewal rates for our Internet infrastructure services and web presence services;
- . competition in the web presence services business from competing registrars and registries;
- . the introduction of additional alternative Internet naming systems;
- . the timing of releases of new versions of Internet browsers or other third-party software products and networking equipment that include our digital certificate service interface technology;
- . the mix of all our offered services sold during a quarter;
- . our success in marketing other Internet infrastructure services and web presence value-added services to our existing customers and to new customers;
- . continued development of our direct and indirect distribution channels, both in the U.S. and abroad;
- . market acceptance of our Internet infrastructure services and new service offerings or our competitors' products and services;
- . a decrease in the level of spending for IT related products and services by enterprise customers;
- . our ability to expand operations;
- . our success in assimilating the operations and personnel of any acquired businesses;
- . the amount and timing of expenditures related to expansion of our operations;
- . the impact of price changes in our Internet infrastructure services and web presence services or our competitors' products and services; and
- . general economic and market conditions as well as economic and market conditions specific to IP network and Internet industries.

In addition, we expect a significant increase in our operating expenses as we:

- . increase our sales and marketing operations and activities; and
- . continue to update our systems and infrastructure.

If the increase in our expenses is not accompanied by a corresponding increase in our revenues, our operating results will suffer, particularly as revenues from many of our services are recognized ratably over the term of the service, rather than immediately when the customer pays for them, unlike our sales and marketing expenditures, which are expensed in full when incurred.

Due to all of the above factors, our quarterly revenues and operating results are difficult to forecast. Therefore, we believe that period-to-period comparisons of our operating results will not necessarily be meaningful, and you should not rely upon them as an indication of future performance. Also, operating results may fall below our expectations and the expectations of securities analysts or investors in one or more future quarters. If this were to occur, the market price of our common stock would likely decline.

In addition, the terrorist acts of September 11, 2001 have created an uncertain economic environment and we cannot predict the impact of these events, any subsequent terrorist acts or of any related military action, on our customers or business. We believe that, in light of these events, some businesses may curtail spending on information technology, which could also affect our quarterly results in the future.

We face significant competition.

We anticipate that the market for services that enable trusted and secure electronic commerce and communications over IP networks will remain intensely competitive. We compete with larger and smaller companies that provide products and services that are similar to some aspects of our Internet infrastructure services. Our competitors may develop new technologies in the future that are perceived as being more secure, effective or cost efficient than the technology underlying our trust services. We expect that competition will increase in the near term, and that our primary long-term competitors may not yet have entered the market.

Increased competition could result in pricing pressures, reduced margins or the failure of our Internet trust services to achieve or maintain market acceptance, any of which could harm our business. Several of our current and potential competitors have longer operating histories and significantly greater financial, technical, marketing and other resources. As a result, we may not be able to compete effectively.

In connection with our first round of financing, RSA contributed certain technology to us and entered into a non-competition agreement with us under which RSA agreed that it would not compete with our certificate authority business for a period of five years. This non-competition agreement expired in April 2000. We believe that, because RSA, which is now a wholly owned subsidiary of RSA Security, has already developed expertise in the area of cryptography, its barriers to entry would be lower than those that would be encountered by our other potential competitors should RSA choose to enter the digital certificate market. If RSA were to enter into the digital certificate market, our business could be materially harmed.

Seven new top-level domain registries, .aero, .biz, .coop, .info, .museum, .name and .pro, are expected to begin accepting domain name registrations in the near future. Since we will not serve as a registry for these new top-level domains, we will not receive the annual registry fee for domain name registrations under these top-level domains. The commencement of registrations in these new top-level domains could have the effect of reduced demand for .com and .net domain name registrations. If the new top-level domains do reduce the demand for domain name registrations in .com and .net, our business could be materially harmed.

The agreements among ICANN, the DOC, us and other registrars permit flexibility in pricing for and term of registrations. Our revenues, therefore, could be reduced due to pricing pressures, bundled service offerings and variable terms from our competitors. Some registrars and resellers in the .com, .net and .org top-level domains are already charging lower prices for web presence services in those domains. In addition, other entities are bundling, and may in the future bundle, domain name registrations with other products or services at reduced rates or for free.

Acquisitions could harm our business.

We made several acquisitions in 2000 and 2001. In addition, we have recently announced our proposed acquisition of Illuminet Holdings, Inc., which recently completed several acquisitions of its own. We could experience difficulty in integrating the personnel, products, technologies or operations of these companies and these difficulties could be compounded by the fact that Illuminet is facing similar integration issues. Assimilating acquired businesses involves a number of other risks, including, but not limited to:

- , the potential disruption of our business;
- . the potential impairment of relationships with our employees, customers and strategic partners;
- . unanticipated costs or the incurrence of unknown liabilities;
- . the need to manage more geographically-dispersed operations, such as our offices in Virginia, North Carolina, South Africa and Europe;
- . diversion of management's resources from other business concerns;
- . the inability to retain the employees of the acquired businesses;
- . adverse effects on existing customer relationships of acquired companies;
- . the difficulty of assimilating the operations and personnel of the acquired businesses;
- . the potential incompatibility of business cultures;
- . any perceived adverse changes in business focus;
- . our inability to incorporate acquired technologies successfully into our Internet infrastructure services; and
- . the inability to maintain uniform standards, controls, procedures and policies.

If we are unable to successfully address any of these risks for future acquisitions, our business could be harmed.

Additionally, we are required under generally accepted accounting principles to review our intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. For example, there is a risk that we may incur additional expenses associated with a write-off of a portion of goodwill and other intangible assets due to changes in market condition, as was the case when we recorded a non-cash charge of \$9.9 billion related to write downs of goodwill for stock-based acquisitions in the second quarter of 2001.

Our Internet infrastructure services market is new and evolving.

We target our Internet infrastructure services at the market for trusted and secure electronic commerce and communications over IP networks. This is a new and rapidly evolving market that may not continue to grow.

Accordingly, the demand for our Internet infrastructure services is very uncertain. Even if the market for electronic commerce and communications over IP networks grows, our Internet infrastructure services may not be widely accepted. The factors that may affect the level of market acceptance of digital certificates and, consequently, our Internet infrastructure services include the following:

- . market acceptance of products and services based upon authentication technologies other than those we use;
- . public perception of the security of digital certificates and IP networks;
- . the ability of the Internet infrastructure to accommodate increased levels of usage; and
- . government regulations affecting electronic commerce and communications over IP networks.

Even if digital certificates achieve market acceptance, our Internet infrastructure services may fail to address the market's requirements adequately. If digital certificates do not sustain or increase their acceptance, or if our Internet infrastructure services in particular do not achieve or sustain market acceptance, our business would be materially harmed.

System interruptions and security breaches could harm our business.

We depend on the uninterrupted operation of our various domain name registration systems, secure data centers and other computer and communications systems. We must protect these systems from loss, damage or interruption caused by fire, earthquake, power loss, telecommunications failure or other events beyond our control. Most of our systems are located at, and most of our customer information is stored in, our facilities in Mountain View, California and Kawasaki, Japan, both of which are susceptible to earthquakes, and Dulles and Herndon, Virginia. Though we have back-up power resources, our California locations are susceptible to recent electric power shortages. All of our web presence services systems, including those used in our domain name registry and registrar business are located at our Dulles and Herndon, Virginia facilities. Any damage or failure that causes interruptions in any of these facilities or our other computer and communications systems could materially harm our business.

In addition, our ability to issue digital certificates and register domain names depends on the efficient operation of the Internet connections from customers to our secure data centers and our various registration systems as well as from customers to our Registrar and from our Registrar and other registrars to the shared registration system. These connections depend upon efficient operation of web browsers, Internet service providers and Internet backbone service providers, all of which have had periodic operational problems or experienced outages in the past. Any of these problems or outages could decrease customer satisfaction.

A failure in the operation of our various registration systems, our domain name zone servers, the domain name root servers or other events could result in deletion of one or more domain names from the Internet for a period of time. A failure in the operation of our shared registration system could result in the inability of one or more other registrars to register and maintain domain names for a period of time. A failure in the operation or update of the master database that we maintain could result in deletion of one or more top-level domains from the Internet and the discontinuation of second-level domain names in those top-level domains for a period of time. The inability of our registrar systems, including our back office billing and collections infrastructure, and telecommunications systems to meet the demands of a large number of domain name registration requests and corresponding customer e-mails and telephone calls, including speculative, otherwise abusive and repetitive e-mail domain name registration and modification requests, could result in substantial degradation in our customer support service and our ability to process, bill and collect registration requests in a timely manner.

We retain certain confidential customer information in our secure data centers and various registration systems. It is critical to our business strategy that our facilities and infrastructure remain secure and are perceived by the marketplace to be secure. Our domain name registration operations also depend on our ability to maintain our computer and telecommunications equipment in effective working order and to reasonably protect our systems against interruption and potentially depends on protection by other registrars in the shared registration system. The root zone servers and top-level domain name zone servers that we operate are critical hardware to our web presence operations. Therefore, we may have to expend significant time and money to maintain or increase the security of our facilities and infrastructure.

Despite our security measures, our infrastructure may be vulnerable to physical break-ins, computer viruses, and attacks by hackers or similar disruptive problems. It is possible that we may have to expend additional financial and other resources to address such problems. Any physical or electronic break-ins or other security breaches or compromises of the information stored at our secure data centers and domain name registration systems may jeopardize the security of information stored on our premises or in the computer systems and networks of our customers. In such an event, we could face significant liability and customers could be reluctant to use our Internet infrastructure services and web presence services. Such an occurrence could also result in adverse publicity and therefore adversely affect the market's perception of the security of electronic commerce and communications over IP networks as well as of the security or reliability of our services.

We rely on a continuous power supply to conduct our operations, and California's current energy crisis could disrupt our operations and increase our expenses.

California is in the midst of an energy crisis that could disrupt our operations and increase our expenses. In the event of an acute power shortage, that is, when power reserves for the State of California fall below 1.5%, California has on some occasions implemented, and may in the future continue to implement, rolling blackouts throughout the state. If blackouts interrupt our power supply, we may be temporarily unable to operate. Any such interruption in our ability to continue operations could delay the development of our products. Future interruptions could damage our reputation, harm our ability to retain existing customers and to obtain new customers, and could result in lost revenue, any of which could substantially harm our business and results of operations.

Furthermore, the deregulation of the energy industry instituted in 1996 by the California government and shortages in wholesale electricity supplies have caused power prices to increase. If wholesale prices continue to increase, our operating expenses will likely increase, as our headquarters and many of our employees are based in California.

Some of our investments in other companies resulted in losses and may result in losses in the future.

We have equity and debt investments in a number of companies. In most instances, these investments are in the form of equity and debt securities of private companies for which there is no public market. These companies are typically in the early stage of development and may be expected to incur substantial losses. Therefore, these companies may never become publicly traded companies. Even if they do, an active trading market for their securities may never develop and we may never realize any return on these investments. Further, if these companies are not successful, we could incur charges related to write-downs or write-offs of these types of assets. Due to the recent volatility in the stock market in general, and the market prices of securities of technology companies in particular, in the first quarter of 2001, we determined that the decline in value of some of our public and private equity security investments was other than temporary and recognized a loss of \$74.7 million related to the decline in value of these investments. Due to the inherent risk associated with some of our investments, and in light of current stock market conditions, we may incur future losses on the sales, write-downs or write-offs of our investments.

Technological changes will affect our business.

The emerging nature of the Internet, digital certificate business, the domain name registration business and payment services business, and their rapid evolution, require us continually to improve the performance, features and reliability of our Internet infrastructure services and web presence services, particularly in response to competitive offerings. We must also introduce any new Internet infrastructure services and web presence services, as quickly as possible. The success of new Internet infrastructure services and web presence services depends on several factors, including proper new service definition and timely completion, introduction and market acceptance. We may not succeed in developing and marketing new Internet infrastructure services and web presence services that respond to competitive and technological developments and changing customer needs. This could harm our business.

We must manage our growth and expansion.

Our historical growth has placed, and any further growth is likely to continue to place, a significant strain on our resources. We have grown from 26 employees at December 31, 1995 to approximately 2,500 employees at September 30, 2001, not including those from our non-wholly owned subsidiaries. In addition to internal growth, our employee base grew through acquisitions. We have also opened additional sales offices and have significantly expanded our operations, both in the U.S. and abroad, during this time period. To be successful, we will need to implement additional management information systems, continue the development of our operating, administrative, financial and accounting systems and controls and maintain close coordination among our executive, engineering, accounting, finance, marketing, sales and operations organizations. Any failure to manage growth effectively could harm our business.

We depend on key personnel.

We depend on the performance of our senior management team and other key employees. Our success will also depend on our ability to attract, integrate, train, retain and motivate these individuals and additional highly skilled technical and sales and marketing personnel, both in the U.S. and abroad. There is intense competition for these personnel. In addition, our stringent hiring practices for some of our key personnel, which consist of background checks into prospective employees' criminal and financial histories, further limit the number of qualified persons for these positions.

We have no employment agreements with any of our key executives that prevent them from leaving VeriSign at any time. In addition, we do not maintain key person life insurance for any of our officers or key employees other than our president and chief executive officer. The loss of the services of any of our senior management team or other key employees or failure to attract, integrate, train, retain and motivate additional key employees could harm our business.

We rely on third parties who maintain and control root zone servers and route Internet communications.

We currently administer and operate only two of the 13 root zone servers. The others are administered and operated by independent operators on a volunteer basis. Because of the importance to the functioning of the Internet of these root zone servers, our Global Registry Services business could be harmed if these volunteer operators fail to maintain these servers properly or abandon these servers, which would place additional capacity demand on the two root zone servers we operate.

Further, our Global Registry Services business could be harmed if any of these volunteer operators fails to include or provide accessibility to the data that it maintains in the root zone servers that it controls. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, as provided in our registry agreement with ICANN, it is required to ensure that the authoritative root will point to the top-level domain zone servers designated by it. If ICANN does not do this, our business could be harmed.

Our web presence services and registry services businesses also could be harmed if a significant number of Internet service providers decided not to route Internet communications to or from domain names registered by us or if a significant number of Internet service providers decided to provide routing to a set of domain name servers that did not point to our domain name zone servers.

We must establish and maintain strategic and other relationships.

One of our significant business strategies has been to enter into strategic or other similar collaborative relationships in order to reach a larger customer base than we could reach through our direct sales and marketing efforts. We may not be able to enter into additional, or maintain our existing, strategic relationships on commercially reasonable terms. If we fail to enter into additional relationships, we would have to devote substantially more resources to the distribution, sale and marketing of our Internet infrastructure services and web presence services than we would otherwise.

Our success in obtaining results from these relationships will depend both on the ultimate success of the other parties to these relationships, particularly in the use and promotion of IP networks for trusted and secure electronic commerce and communications, and on the ability of these parties to market our Internet infrastructure services successfully.

Furthermore, our ability to achieve future growth will also depend on our ability to continue to establish direct seller channels and to develop multiple distribution channels, particularly with respect to our web presence services business. To do this we must maintain relationships with Internet access providers and other third parties. Failure of one or more of our strategic relationships to result in the development and maintenance of a market for our Internet infrastructure services or web presence services could harm our business. Many of our existing relationships do not, and any future relationships may not, afford us any exclusive marketing or distribution rights. In addition, the other parties may not view their relationships

with us as significant for their own businesses. Therefore, they could reduce their commitment to us at any time in the future. These parties could also pursue alternative technologies or develop alternative products and services either on their own or in collaboration with others, including our competitors. If we are unable to maintain our relationships or to enter into additional relationships, this could harm our business.

Some of our Internet trust services have lengthy sales and implementation cycles.

We market many of our Internet infrastructure services directly to large companies and government agencies. The sale and implementation of our services to these entities typically involves a lengthy education process and a significant technical evaluation and commitment of capital and other resources. This process is also subject to the risk of delays associated with customers' internal budgeting and other procedures for approving large capital expenditures, deploying new technologies within their networks and testing and accepting new technologies that affect key operations. As a result, the sales and implementation cycles associated with certain of our Internet trust services can be lengthy, potentially lasting from three to six months. Our quarterly and annual operating results could be materially harmed if orders forecasted for a specific customer for a particular quarter are not realized.

Our services could have unknown defects.

Services as complex as those we offer or develop frequently contain undetected defects or errors. Despite testing, defects or errors may occur in our existing or new services, which could result in loss of or delay in revenues, loss of market share, failure to achieve market acceptance, diversion of development resources, injury to our reputation, tort or warranty claims, increased insurance costs or increased service and warranty costs, any of which could harm our business. Furthermore, we often provide implementation, customization, consulting and other technical services in connection with the implementation and ongoing maintenance of our services, which typically involves working with sophisticated software, computing and communications systems. Our failure or inability to meet customer expectations in a timely manner could also result in loss of or delay in revenues, loss of market share, failure to achieve market acceptance, injury to our reputation and increased costs.

Public key cryptography technology is subject to risks.

Our Internet infrastructure services depend on public key cryptography technology. With public key cryptography technology, a user is given a public key and a private key, both of which are required to perform encryption and decryption operations. The security afforded by this technology depends on the integrity of a user's private key and that it is not lost, stolen or otherwise compromised. The integrity of private keys also depends in part on the application of specific mathematical principles known as "factoring." This integrity is predicated on the assumption that the factoring of large numbers into their prime number components is difficult. Should an easy factoring method be developed, the security of encryption products utilizing public key cryptography technology would be reduced or eliminated. Furthermore, any significant advance in techniques for attacking cryptographic systems could also render some or all of our existing Internet trust services obsolete or unmarketable. If improved techniques for attacking cryptographic systems were ever developed, we would likely have to reissue digital certificates to some or all of our customers, which could damage our reputation and brand or otherwise harm our business. In the past there have been public announcements of the successful attack upon cryptographic keys of certain kinds and lengths and of the potential misappropriation of private keys and other activation data. This type of publicity could also hurt the public perception as to the safety of the public key cryptography technology included in our digital certificates. This negative public perception could harm our business.

Our international operations are subject to certain risks.

Revenues from international subsidiaries and affiliates accounted for approximately 15% of our revenues in the third quarter of 2001 and approximately 13% of our revenues in the first nine months of 2001. We intend to expand our international operations and international sales and marketing activities. For example, with our acquisition of THAWTE we have additional operations in South Africa and with our acquisition of Network Solutions, we have additional operations in Asia and Europe. Expansion into these markets has required and will continue to require significant management attention and resources. We may

also need to tailor our Internet infrastructure trust services and web presence services for a particular market and to enter into international distribution and operating relationships. We have limited experience in localizing our services and in developing international distribution or operating relationships. We may not succeed in expanding our services into international markets. Failure to do so could harm our business. In addition, there are risks inherent in doing business on an international basis, including, among others:

- . competition with foreign companies or other domestic companies entering the foreign markets in which we operate;
- . regulatory requirements;
- . legal uncertainty regarding liability and compliance with foreign laws;
- . export and import restrictions on cryptographic technology and products incorporating that technology;
- . tariffs and other trade barriers and restrictions;
- . difficulties in staffing and managing foreign operations;
- . longer sales and payment cycles;
- . problems in collecting accounts receivable;
- . currency fluctuations, as all of our international revenues from VeriSign Japan, K.K. and THAWTE (South Africa) are not denominated in U.S. dollars ;
- . difficulty of authenticating customer information;
- . political instability;
- . failure of foreign laws to protect our U.S. proprietary rights adequately;
- . more stringent privacy policies in foreign countries;
- . additional vulnerability from terrorist groups targeting American interests abroad;
- . seasonal reductions in business activity; and
- . potentially adverse tax consequences.

We have licensed to our affiliates the VeriSign Processing Center platform, which is designed to replicate our own secure data centers and allows the affiliate to offer back-end processing of Internet infrastructure services. The VeriSign Processing Center platform provides an affiliate with the knowledge and technology to offer Internet infrastructure services similar to those offered by us. It is critical to our business strategy that the facilities and infrastructure used in issuing and marketing digital certificates remain secure and we are perceived by the marketplace to be secure. Although we provide the affiliate with training in security and trust practices, network management and customer service and support, these practices are performed by the affiliate and are outside of our control.

Any failure of an affiliate to maintain the privacy of confidential customer information could result in negative publicity and therefore adversely affect the market's perception of the security of our services as well as the security of electronic commerce and communication over IP networks generally.

Our Internet infrastructure services could be affected by government regulation.

Exports of software products utilizing encryption technology are generally restricted by the United States and various non-United States governments. Although we have obtained approval to export our Global Server digital certificate service, and none of our other Internet infrastructure services are currently subject to export controls under United States law, the list of products and countries for which export approval is required could be revised in the future to include more digital certificate products and related services. It is possible that the terrorist acts of September 11, 2001 will increase the scrutiny of, and further government restrictions on, exportation of software products utilizing encryption technology. If we do not

obtain required approvals, we may not be able to sell specific Internet infrastructure services in international markets. There are currently no federal laws or regulations that specifically control certificate authorities, but a limited number of states have enacted legislation or regulations with respect to certificate authorities. If our market for digital certificates grows, the United States federal or state or non-United States governments may choose to enact further regulations governing certificate authorities or other providers of digital certificate products and related services. These regulations or the costs of complying with these regulations could harm our business.

We face risks related to intellectual property rights.

Our success depends on our internally developed technologies and other intellectual property. Despite our precautions, it may be possible for a third party to copy or otherwise obtain and use our trade secrets or other forms of our intellectual property without authorization. In addition, it is possible that others may independently develop substantially equivalent intellectual property. If we do not effectively protect our intellectual property, our business could suffer. In the future, we may have to resort to litigation to enforce our intellectual property rights, to protect our trade secrets or to determine the validity and scope of the proprietary rights of others. This type of litigation, regardless of its outcome, could result in substantial costs and diversion of management and technical resources.

We also license third-party technology, such as public key cryptography technology licensed from RSA and other technology that is used in our products, to perform key functions. These third-party technology licenses may not continue to be available to us on commercially reasonable terms or at all. Our business could suffer if we lost the rights to use these technologies. A third party could claim that the licensed software infringes a patent or other proprietary right. Litigation between the licensor and a third party or between us and a third party could lead to royalty obligations for which we are not indemnified or for which indemnification is insufficient, or we may not be able to obtain any additional license on commercially reasonable terms or at all. The loss of, or our inability to obtain or maintain, any of these technology licenses could delay the introduction of our Internet infrastructure services until equivalent technology, if available, is identified, licensed and integrated. This could harm our business.

From time to time, we have received, and may receive in the future, notice of claims of infringement of other parties' proprietary rights.

Infringement or other claims could be made against us in the future. Any claims, with or without merit, could be time-consuming, result in costly litigation and diversion of technical and management personnel, cause delays or require us to develop non-infringing technology or enter into royalty or licensing agreements. Royalty or licensing agreements, if required, may not be available on acceptable terms or at all. If a successful claim of infringement were made against us and we could not develop non-infringing technology or license the infringed or similar technology on a timely and cost-effective basis, our business could be harmed.

In addition, legal standards relating to the validity, enforceability, and scope of protection of intellectual property rights in Internet-related businesses are uncertain and still evolving. Because of the growth of the Internet and Internet-related businesses, patent applications are continuously and simultaneously being filed in connection with Internet-related technology. There are a significant number of U.S. and foreign patents and patent applications in our areas of interest, and we believe that there has been, and is likely to continue to be, significant litigation in the industry regarding patent and other intellectual property rights. For example, we recently had a complaint filed against us alleging patent infringement.

We have implemented anti-takeover provisions.

Our amended and restated certificate of incorporation and bylaws, contain provisions that could make it more difficult for a third party to acquire us without the consent of our board of directors. These provisions include:

- . our stockholders may take action only at a meeting and not by written consent;

- . our board must be given advance notice regarding stockholder-sponsored proposals for consideration at annual meetings and for stockholder nominations for the election of directors;
- . we have a classified board of directors, with the board being divided into three classes that serve staggered three-year terms;
- . vacancies on our board may be filled until the next annual meeting of stockholders only by majority vote of the directors then in office; and
- . special meetings of our stockholders may be called only by the chairman of the board, the president or the board, not by our stockholders.

While we believe these provisions provide for an opportunity to receive a higher bid by requiring potential acquirors to negotiate with our board of directors, these provisions may apply even if the offer may be considered beneficial by some stockholders.

Liquidity and Capital Resources

	September 30, 2001	December 31, 2000	Change

(Dollars in thousands)			
Cash, cash equivalents and short-term investments	\$ 714,783	\$ 1,026,275	(30)%
Working capital	\$ 294,350	\$ 520,953	(43)%
Stockholders' equity	\$ 5,558,646	\$ 18,470,608	(70)%

At September 30, 2001, our principal source of liquidity was approximately \$714.8 million of cash, cash equivalents and short-term investments, consisting principally of commercial paper, medium term notes, corporate bonds and notes, market auction securities, United States government agency securities and money market funds. In addition, we held \$163.8 million of long-term equity minority investments and \$286.1 million of long-term commercial paper, corporate bonds and notes and United States government agency securities along with \$21.9 million of other various long-term investments at September 30, 2001, all of which are considered available-for-sale.

Net cash provided by operating activities was \$167.5 million in the first nine months of 2001 compared to \$151.1 million in the first nine months of 2000. The increase was primarily due to an overall increase in net income after adjustments for non-cash items such as amortization and the write-down of goodwill and other intangible assets, depreciation of property and equipment and the write-down of certain investments. The increase in cash provided by operating activities was partially offset by increases in deferred income taxes and accounts receivable.

Net cash used in investing activities was \$83.2 million in the first nine months of 2001 primarily as a result of \$1.1 billion used for purchases of short and long-term investments, \$65.9 million used for purchases of property and equipment and \$67.1 million paid, net of cash acquired, in business combinations partially offset by proceeds of \$1.2 billion from sales and maturities of short and long-term investments. Net cash provided by investing activities in the first nine months of 2000 was \$214.6 million and was primarily the result of \$852.4 million of cash acquired in our acquisitions of THAWTE, Signio and Network Solutions, and proceeds of \$149.7 million from sales and maturities of short and long-term investments partially offset by \$743.1 million used in for purchases of short and long-term investments and \$32.1 million used for purchases of property and equipment. As of September 30, 2001, we also had commitments under noncancelable operating leases for our facilities for various terms through 2012.

Net cash provided by financing activities was \$22.3 million in first nine months of 2001 and \$61.1 million in the first nine months of 2000. The primary source of cash provided by financing activities in both periods was from the issuance of common stock resulting from stock option exercises. During the first nine months of 2001 VeriSign used \$50.1 million of cash to repurchase its stock on the open market.

We believe our existing cash, cash equivalents and short-term investments and operating cash flows, will be sufficient to meet our working capital and capital expenditure requirements for at least the next 12 months. However, at some time, we may need to raise additional funds through public or private financing, strategic relationships or other arrangements. This additional funding, if needed, might not be available on terms attractive to us, or at all. Failure to raise capital when needed could materially harm our business. If we raise additional funds through the issuance of equity securities, the percentage of our stock owned by our then-current stockholders will be reduced. Furthermore, these equity securities might have rights, preferences or privileges senior to those of our common stock.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate sensitivity

The primary objective of VeriSign's investment activities is to preserve principal while at the same time maximizing the income we receive from our investments without significantly increasing risk. Some of the securities that we have invested in may be subject to market risk. This means that a change in prevailing interest rates may cause the principal amount of the investment to fluctuate. For example, if we hold a security that was issued with a fixed interest rate at the then-prevailing rate and the prevailing interest rate later rises, the principal amount of our investment will probably decline in value. To minimize this risk, we maintain our portfolio of cash equivalents and short-term investments in a variety of securities, including commercial paper, medium-term notes, corporate bonds and notes, market auction securities, U.S. government and agency securities and money market funds. In general, money market funds are not subject to market risk because the interest paid on such funds fluctuates with the prevailing interest rate. In addition, we generally invest in relatively short-term securities. As of September 30, 2001, 60% of our non-strategic investments mature in less than one year.

The following table presents the amounts of our cash equivalents and investments that are subject to market risk by range of expected maturity and weighted-average interest rates as of September 30, 2001. This table does not include money market funds because those funds are not subject to market risk.

	Maturing in			Total	Estimated Fair Value
	Six Months or Less	Six Months to One Year	More than One Year		
	(Dollars in thousands)				
Included in cash and cash equivalents	\$ 128,415	\$ --	\$ --	\$ 128,415	\$ 128,431
Weighted-average interest rate	3.74%	--	--		
Included in short-term investments	\$ 144,568	\$ 3,809	\$ --	\$ 148,377	\$ 148,679
Weighted-average interest rate	4.39%	4.41%	--		
Included in long-term investments	\$ 23,936	\$ 36,128	\$ 221,750	\$ 281,814	\$ 286,073
Weighted-average interest rate	5.48%	4.41%	5.07%		

Exchange rate risk

VeriSign considers its exposure to foreign currency exchange rate fluctuations to be minimal. All revenues derived from affiliates other than VeriSign Japan K.K., THAWTE (South Africa), Registrars.com (Canada), euro909

(Europe) and Domainnames.com (U.K.) are denominated in United States dollars and, therefore, are not subject to exchange rate fluctuations.

Both the revenues and expenses of our majority-owned subsidiary in Japan as well as our wholly owned subsidiaries and sales offices in South Africa, Europe, Sweden, Canada and the United Kingdom are denominated in local currencies. In these regions, we believe this serves as a natural hedge against exchange rate fluctuations because although an unfavorable change in the exchange rate of the foreign currency against the United States dollar will result in lower revenues when translated to United States Dollars, operating expenses will also be lower in these circumstances. Because of our minimal exposure to foreign currencies, we have not engaged in any hedging activities, although if future events or changes in circumstances indicate that hedging activities would be beneficial, we may consider such activities.

Equity price risk

We own shares of common stock of several public companies. We value these investments using the closing market value for the last day of each month. These investments are subject to market price volatility. We reflect these investments on our balance sheet at their market value, with the unrealized gains and losses excluded from earnings and reported in the "Accumulated other comprehensive income" component of stockholders' equity. We have also invested in equity instruments of several privately held companies, many of which can still be considered in the startup or development stages, and therefore, carry a high level of risk. In the first quarter of 2001 we determined the decline in value of certain public and non-public equity investments was other than temporary and the Company recognized a \$74.7 million impairment loss. Due to the inherent risk associated with some of our investments, and in light of current stock market conditions, we may incur future losses on the sales, write-downs or write-offs of our investments. Currently we do not hedge against equity price changes.

Intangible Asset Risk

We have a substantial amount of intangible assets. Although at September 30, 2001, we believe our intangible assets are recoverable, changes in the economy, the business in which we operate and our own relative performance could change the assumptions used to evaluate intangible asset recoverability. We continue to monitor those assumptions and their consequent effect on the estimated recoverability of our intangible assets.

PART II -- OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

As of October 31, 2001, through our Network Solutions subsidiary, we were a defendant in fifteen active lawsuits involving domain name disputes between trademark owners and domain name holders. We are drawn into such disputes, in part, as a result of claims by trademark owners that we are legally required, upon request by a trademark owner, to terminate the contractual right we granted to a domain name holder to register a domain name which is alleged to be similar to the trademark in question. On October 25, 1999, however, the Ninth Circuit Court of Appeals ruled in our favor and against Lockheed Corporation, holding that our services do not make us liable for contributory infringement to trademark owners. Since that time, the frequency of this type of suit has continued to decline. The holders of the domain name registrations in dispute have, in turn, questioned our right, absent a court order, to take any action that affects their contractual rights to the domain names in question. Although 87 of these kinds of situations over the past seven years have resulted in suits actually naming Network Solutions as a defendant, as of October 31, 2001, no adverse judgment has been rendered and no award of damages has ever been made. We intend to vigorously defend ourselves against these claims.

As disclosed in our previous reports on Form 10-Q filed during 2001, on February 2, 2001, Leon Stambler filed a complaint against a number of companies, including VeriSign, alleging patent infringement in the United States District Court for the District of Delaware. In October 2001, Plaintiff filed an amended complaint on naming an additional defendant, Certicom. The amended complaint also adds a patent infringement claim against VeriSign alleging that our Payflow products infringe claims 25 and 27 of Mr. Stambler's U.S. Patent No. 5,936,541. Similar allegations were made against the other defendants in Plaintiff's first complaint. VeriSign filed its Answer, Affirmative Defenses and Counterclaim to the Amended Complaint on October 31, 2001. While we cannot predict the outcome of this matter presently, we believe that the claims against us are without merit and we intend to vigorously defend ourselves against these claims.

As disclosed in our previous reports on Form 10-Q filed during 2001, on June 15, 2000, plaintiff David Moran filed a putative shareholder derivative complaint on behalf of himself and others similarly situated against Charles Stuckey, Jr., James Bidzos, Richard L. Earnest, Dr. Taher Elgamal, James K. Sims, Joseph B. Lassiter III, Robert P. Badavas, and against us as a nominal defendant. A settlement of this matter is pending which would dismiss this matter against VeriSign.

You should read our other quarterly reports on Form 10-Q filed during 2001, as well as our Annual Report on Form 10-K for 2000, each of which describe other pending litigation for which there have been no material developments since June 30, 2001.

We are also involved in various other investigations, claims and lawsuits arising in the normal conduct of our business, none of which, in our opinion will harm our business. We cannot assure that we will prevail in any litigation. Regardless of the outcome, any litigation may require us to incur significant litigation expense and may result in significant diversion of management attention. An unfavorable outcome may have a material adverse effect on our financial position or results of operations.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Index to Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.01	Deed of lease between TST Waterview I, L.L.C. and VeriSign, Inc., dated July 19, 2001				X
10.02	Agreement to purchase building between VeriSign, Inc. and Sobrato Development Co. #792, dated October 1, 2001.				X
10.03	Agreement to purchase buildings between VeriSign, Inc. and Ellis-Middlefield Business Park, dated October 1, 2001.				X

(b) Reports on Form 8-K

The following reports were filed on Form 8-K or Form 8-K/A during the quarter ended September 30, 2001:

- Current Report on Form 8-K dated September 23, 2001 and filed September 27, 2001 pursuant to Item 5 (Other Events), announcing the agreement and plan of merger with Illuminet Holdings, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

VERISIGN, INC.

Date: November 14, 2001

By: /s/ STRATTON D. SCLAVOS

Stratton D. Sclavos
President
and
Chief Executive Officer
(Principal Executive Officer)

Date: November 14, 2001

By: /s/ DANA L. EVAN

Dana L. Evan
Executive Vice President of
Finance and Administration
and
Chief Financial Officer
(Principal Financial and
Accounting Officer)

EXHIBITS

As required under Item 6 - Exhibits and Reports on Form 8-K, the exhibits filed as part of this report are provided in this separate section. The exhibits included in this section is as follows:

Exhibit Number	Exhibit Description
10.01	Deed of lease between TST Waterview I, L.L.C. and VeriSign, Inc., dated July 19, 2001
10.02	Agreement to purchase building between VeriSign, Inc. and Sobrato Development Co. #792, dated October 1, 2001.
10.03	Agreement to purchase buildings between VeriSign, Inc. and Ellis-Middlefield Business Park, dated October 1, 2001.

DEED OF LEASE

between

TST WATERVIEW I, L.L.C.,
a Delaware limited liability company

Landlord

and

VERISIGN, INC.,
a Delaware corporation

Tenant

Waterview I at Woodland Park
Dulles Toll Road at Centreville Road
Herndon, Virginia 20171

Dated as of July 19, 2001

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EXHIBITS

A	Description of the Land
B	Definitions
C	Design and Construction Agreement
D	Fixed Rent Schedule
E	Subordination, Non-Disturbance and Attornment Agreement
F	Cleaning Specifications
G	Letter of Credit
H	[Reserved]
I	Rules and Regulations
J	Description of Woodland Park
K	Construction Procedures
L	Specifications for HVAC, Electrical Capacity and Floor Load
M	Description of Waterview at Woodland Park
N	Agreed Area of Floors/Premises
O	Form of Memorandum of Lease
P	Form of Purchase and Sale Agreement
Q	Form of Option Agreement
R	Declarant Letter
S	[Reserved]
T	Form of ROFO PSA
U	Sample Amortization Schedule
V	Location of Generator
W	Location of Entrance Monument Sign
X	Schedule for Completion of Proffers/Development Conditions
Y	Sign Specifications for Woodland Park
Z	Conditions Landlord Must Satisfy for Issuance of Tenant's Title Policy

DEED OF LEASE
(Waterview I)

THIS DEED OF LEASE (the "Lease") is made as of the 19th day of July, 2001 ("Effective Date", which shall be the date (i) that this Lease is fully executed by both Landlord and Tenant and (ii) that the Condition Precedent is satisfied pursuant to Section 37 below), between TST WATERVIEW I, L.L.C. ("Landlord"), a Delaware limited liability company, having an office c/o Tishman Speyer Properties, L.P., 8270 Greensboro Drive, Suite 810, McLean, Virginia 22102, and VERISIGN, INC. ("Tenant"), a Delaware corporation, having an office at 21355 Ridgetop Circle, Dulles, Virginia 20166.

Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1
BASIC LEASE PROVISIONS

PREMISES	The entirety of the Building, Parking Garage and Land.
BUILDING	The new thirteen (13) story Class A office building known as Waterview I, located at the intersection of the Dulles Toll Road and Centreville Road, within Woodland Park, Herndon, Fairfax County, Virginia 20171, along with related fixtures, equipment and other improvements and appurtenances, erected (or to be erected) upon the Land.
LAND	<p>The land (consisting of approximately 11.53 acres) on which the Building and Parking Garage and certain additional exterior areas in the vicinity thereof (e.g., the plaza and seating areas) are situated, as more particularly shown on Exhibit A. Landlord represents</p> <p>-----</p> <p>that the Land (also known as Fairfax County Tax Map Parcel 16-3((1)) 29C1) is lawfully divided from a larger parcel, such larger parcel consisting of approximately 23 acres, known as Waterview at Woodland Park as shown on the attached Exhibit M ("Waterview"). The balance</p> <p>-----</p> <p>of Waterview (the "Adjacent Property") consists of approximately 11.92 acres and is known as Fairfax County Tax Map Parcel 16-3((1)) 29D and is legally divided from the Land. Landlord will, prior to its development, legally divide the Adjacent Property into two (2) separate parcels upon which the Waterview II office</p>

building and related parking garage (or rights to the parking garage to be constructed on the Adjacent Property sufficient to satisfy applicable Requirements and the Waterview II Lease) ("Waterview II") and the Waterview III office building and related parking garage (or rights to the parking garage to be constructed on the Adjacent Property sufficient to satisfy applicable Requirements and the Waterview III Lease) ("Waterview III") (each, an "Option Property" comprised of "Option Land" and an "Option Building") will be situated, also as depicted on Exhibit M.

COMMENCEMENT DATE	The date set forth in Section 2.3 below.
RENT COMMENCEMENT DATE(S)	The date(s) set forth in Section 2.3 below.
EXPIRATION	The last day of the one hundred thirty-second (132 nd /) full calendar month after the Rent Commencement Date with respect to the last Floor delivered to Tenant (the "Last Rent Commencement Date"), subject to Sections 21 and 31 (concerning Extension Periods and a Surrender Term).
TERM	The period specified in Section 2.3 below.
PERMITTED USES	Office and accessory purposes, and such other uses incidental or ancillary to general office use consistent with the operation of Comparable Buildings (which may include some telecommunications and call center functions, data center functions and in-house food service functions, as well as an exercise facility, a childcare facility, and a conference and/or training facility). Landlord represents that the Land is currently zoned PDC under the Fairfax County Zoning Ordinance. Tenant shall be responsible for obtaining and maintaining required permits, if any, for childcare, exercise, conference, training and food service operations. conference, training and food service operations.
TENANT'S PROPORTIONATE SHARE	A fraction, the numerator of which is the Agreed Area of the Premises, and the denominator of which is the Agreed Area of the Building. Tenant's Proportionate Share as of the date of execution of this Lease is one hundred percent (100%), based on both the Building and the

Premises having a total rentable area of 404,665 square feet. References in this Lease to Tenant being the "100% tenant" or "leasing 100%" or "sole tenant" or "100% of the Agreed Area of the Building" words of similar construction or import shall be deemed to mean that Tenant is leasing (as opposed to occupying) 100% of the rentable area of the Building that is devoted to office use.

AGREED AREA OF THE BUILDING

Four Hundred Four Thousand Six Hundred Sixty Five (404,665) rentable square feet, as measured in accordance with the BOMA Standard (assuming the dimensions of the Building are consistent with the Plans and Specifications). The "Agreed Area of the Premises" also is Four Hundred Four Thousand, Six Hundred Sixty-Five (404,665) rentable square feet, as measured in accordance with the BOMA Standard (assuming the dimensions of the Building are consistent with the Plans and Specifications). The "Agreed Area of each Floor", as measured in accordance with the BOMA Standard, is set forth on Exhibit N.

FIXED RENT

(i) For the period commencing on the first Rent Commencement Date and ending on the last day of the first Lease Year, both dates inclusive, twenty-one and 00/100 Dollars (\$21.00) per annum per rentable square foot of (A) prior to delivery of all Floors pursuant to Section 2.3 hereof, the Agreed Area of the Floor(s) delivered to Tenant pursuant to Section 2.3 hereof and for which the applicable Rent Commencement Date has occurred, and (B) following the delivery of all Floors pursuant to Section 2.3 hereof, the entire Agreed Area of the Premises; and (ii) Commencing on the first day of the second Lease Year, and on the first day of each Lease Year thereafter through the Initial Term and any Surrender Term (with Fixed Rent for any Extension Period being determined in accordance with Section 31.1 hereof) the Fixed Rent (monthly, annual and per rentable square foot) shall be increased as set forth in Exhibit D.

ADDITIONAL RENT

All amounts payable by Tenant to Landlord under this Lease other than Fixed Rent.

RENT	Fixed Rent and Additional Rent, collectively.
INTEREST RATE	The lesser of (i) four percent (4%) per annum above the then-current Base Rate, or (ii) the maximum rate permitted by applicable law.
SECURITY DEPOSIT	Initially, fourteen million (\$14,000,000.00), subject to reduction under certain circumstances as specified in Section 35.
BROKER FOR TENANT	Jones Lang LaSalle Americas, Inc.
LANDLORD'S AGENT	Tishman Speyer Properties, L.P., or any other person designated at any time and from time to time by Landlord as Landlord's Agent.
LANDLORD'S CONTRIBUTION	The product of (a) forty dollars (\$40.00) and (b) the Agreed Area of the Premises. In addition, at Tenant's request, Landlord will advance additional sums to Tenant, (i.e., the Supplemental Allowance) to be amortized and added into Fixed Rent, as and to the extent provided in Section 2.2 and Exhibit C. -----

All capitalized terms used in the Lease without definition are defined in Exhibit B.

ARTICLE 2
PREMISES, TERM, RENT

Section 2.1 Lease of Premises. Subject to the terms of this Lease,

Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term. Landlord and Tenant shall complete the Building and the Premises for Tenant's occupancy in accordance with their respective obligations under the provisions of this Lease and the Design and Construction Agreement attached as Exhibit C.

Section 2.2 Payment of Rent.

(a) Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as otherwise expressly set forth in this Lease, in lawful money of the United States by wire transfer of funds to Landlord's account, as designated by Landlord, or by check drawn upon a bank reasonably approved by Landlord, (i) Fixed Rent in equal monthly installments, in advance, on the first (1/st/) day of each calendar month during the Term, commencing on the initial Rent Commencement Date, and (ii) Additional Rent, at the times and in the manner set forth in this Lease.

(b) Provided no uncured Material Default shall then exist under this Lease, Tenant shall have the right to require Landlord to advance to Tenant up to a maximum aggregate amount of \$10.00 multiplied by the Agreed Area of the Premises (the "Supplemental Allowance"). Such sum shall be elected and used by Tenant in its

sole discretion in accordance with Paragraph C.2 of the Design and Construction Agreement attached as Exhibit C. The amount of the Supplemental Allowance Tenant

elects to draw shall be treated as an assumed loan, which shall be fully amortized over the Initial Term in one hundred thirty-two (132) equal monthly payments. Tenant shall pay to Landlord, as an addition to Fixed Rent (including without limitation for purposes of determining damages, if any under Section 19.2) but not escalated with Fixed Rent, beginning with the first full month of the first Lease Year (if such amount can be calculated by such date) the monthly amortized amount of the Supplemental Allowance together with interest on the outstanding balance of the Supplemental Allowance at a fixed annual rate equal to twelve percent (12%) per annum. If the first full calendar month of the first Lease Year has already occurred, or any other months have already occurred, as of the date such amount is calculated, Tenant shall pay all monthly amortization payments which correspond to months that have already elapsed at the time of its first monthly payment. In the event this Lease shall terminate for any reason prior to the natural expiration of the Term, the entire then unamortized portion of the Supplemental Allowance shall be due and payable to Landlord as a part of Rent. Attached as Exhibit U is a sample, non-binding schedule of payments that

would be required assuming Tenant draws the maximum aggregate amount of the Supplemental Allowance in one lump sum on the date specified in Exhibit U. The

parties agree that this Lease will be amended within thirty (30) days after the date on which the Supplemental Allowance is fully drawn but only to reflect the actual schedule of repayments by amending said Exhibit U. In the event Tenant

exercises Extension Options that contemplate a continuation of the existing terms and conditions, such amortization will be eliminated from Rent payments (but the failure to repay the Supplemental Allowance in full as of the end of the Initial Term will be a default hereunder, subject to applicable notice and cure rights). Tenant may, from time to time throughout the Initial Lease Term, prepay in full and without penalty, the unamortized principal balance of amounts amortized into Fixed Rent as aforesaid, provided (i) Tenant shall give Landlord thirty (30) days prior notice of such prepayment, (ii) Tenant shall include with any such prepayment the amount of accrued but unpaid interest, and (iii) the parties will promptly enter into an amendment to this Lease adjusting the Fixed Rent as may be necessary to reflect the effect of any such prepayment. Upon receipt of the entire unamortized amount of the Supplemental Allowance, Landlord shall confirm the payoff of the Supplemental Allowance in writing to Tenant.

Section 2.3 Delivery of Premises; Rent Commencement Date. Landlord

shall deliver to Tenant the Building in accordance with the terms of this Lease and the Design and Construction Agreement.

(a) (1) The "Commencement Date" shall be the date that Landlord delivers possession of the entire Premises to Tenant with the Standard Base Building Work Substantially Completed and with all Floors in Floor Ready Condition, which Landlord shall cause to occur not later than March 1, 2002 (the "Outside Date"). If Landlord fails to so deliver the Premises by the Outside Date, then, provided no uncured Material Default shall then exist and Tenant has previously given notice to Landlord that Tenant is ready to commence the Initial Installations together with the Plans and Specifications therefor (subject to Landlord Delay)), then, in addition to the

Rent Commencement Date postponement pursuant to Section 2.4, Tenant shall receive an abatement of Rent for each day from and after the Outside Date until the Premises is so delivered. In addition, if such delivery does not occur prior to September 1, 2002 (the "Super Outside Date") and no uncured Material Default shall then exist and Tenant has given the notice described in the immediately preceding sentence, then Tenant shall have the right to terminate this Lease by delivering written notice of the exercise of such right to Landlord within five (5) Business Days after the Super Outside Date. If such termination right is not timely exercised by Tenant, such right shall thereafter lapse and be of no further force or effect. If this Lease is terminated pursuant to this Section, then neither party shall have any further obligations or liability hereunder to the other party; provided, however, that within ten (10) Business Days after receipt of such notice of termination from Tenant, Landlord shall (A) refund any and all security deposits, advance rent and other sums previously deposited by Tenant in accordance with the provisions of this Lease and (B) pay to Tenant all actual out-of-pocket costs reasonably incurred by Tenant in connection with the negotiation of this Lease (and related documents) and Tenant's planned move to the Premises. Notwithstanding the foregoing, neither the Outside Date nor the Super Outside Date shall be extended on account of Unavoidable Delay or Landlord Delay, but each such date shall be extended on a day-for-day basis for each day Substantial Completion and delivery is delayed solely as a result of any Tenant Delay.

(2) In addition to the Standard Base Building Work, Landlord shall complete the remainder of the Base Building Work as and when required under this Lease and the Design and Construction Agreement.

(b) The "Rent Commencement Date(s)" shall be determined on a Floor-by Floor basis as follows: (i) with respect to Floors 8 through 13 ("Phase One"), comprising approximately 191,162 rentable square feet, the "Rent Commencement Date" for each Floor shall be the earlier of (a) December 1, 2002 (as extended, on a day-for-day basis, by each day of Landlord Delay) or (b) the date Tenant commences business operations on such Floor; and (ii) with respect to Floors 1 through 7 ("Phase Two"), comprising approximately 213,503 rentable square feet, the "Rent Commencement Date" for each Floor shall be the earlier of (a) August 1, 2003 (as extended, on a day-for-day basis, by each day of Landlord Delay), or (b) the date Tenant commences business operations on such Floor. Tenant shall have no obligation to pay Rent (or any utilities or other services or charges to the extent provided in the Design and Construction Agreement) as to any Floor prior to the Rent Commencement Date for that Floor. If a Rent Commencement Date shall occur on a date other than the first (1st) day of any calendar month, Tenant shall pay to Landlord on the Rent Commencement Date, with respect to the Floor or Floors delivered on such Rent Commencement Date, a sum equal to Fixed Rent for such month for such Floor or Floors multiplied by a fraction, the numerator of which shall be the number of calendar days in the period from such Rent Commencement Date to the last day of the month in which the Rent Commencement Date occurred, both dates inclusive, and the denominator of which shall be the number of calendar days in such month. Any Additional Rent payable with respect to such partial month shall be payable by Tenant within thirty (30) days following receipt of an invoice from Landlord.

(c) The "Term" of this Lease shall commence on the Commencement Date and shall expire on the Expiration Date. For purposes of this Lease: (1) the "Term" or "Lease Term" shall mean the Initial Term and, if applicable, any exercised Extension Periods or Surrender Term; (2) the initial fixed term of this Lease (exclusive of any exercised Extension Periods or Surrender Term) is sometimes referred to herein as the "Initial Term"; and (3) the Extension Periods (exclusive of the Initial Term) are sometimes each referred to herein as an "Extension Period" and collectively as the "Extension Periods".

(d) Provided no uncured Material Default shall then exist under this Lease, and Tenant has exercised its right to lease space in Waterview II or Waterview III pursuant to that certain Option Agreement of even date herewith between Landlord and Tenant (the "Option Agreement"), Tenant shall have the option, not later than the date Tenant executes the lease document for such additional space, to extend the then-current Term of this Lease to be coterminous with the expiration of the last delivered phase in such Option Building. In such event, the Fixed Rent for any such extension beyond the initial Expiration Date will be at FMR. The determination of FMR will occur eighteen (18) months prior to the Expiration Date (i.e., as if Tenant had exercised its Extension Option hereunder), in accordance with the provisions of Section 31 hereof. Tenant's election to exercise the Extension Option shall be irrevocable once exercised by Tenant.

Section 2.4 Landlord's Delay. If the Floors are not delivered in Floor Ready Condition or the Premises is not Substantially Completed by the dates prescribed for in this Lease and the Design and Construction Agreement, then, in either event, to the extent such delay is not caused by a Tenant Delay, the Rent Commencement Date and Tenant's obligation to pay Rent shall be delayed until the Floor Ready Condition and Substantial Completion occurs on a day-for-day basis, by each day of such delay.

Section 2.5 Interest. If Tenant shall fail to pay any installment or other payment of Rent when due, or if Landlord shall fail to make any payment of a monetary obligation hereunder to Tenant when due, at the non-defaulting party's option interest shall accrue on such installment or payment as a late charge, from the date such installment or payment became due until the date paid at the Interest Rate.

ARTICLE 3
USE AND OCCUPANCY

Section 3.1 (a) Permitted Uses. The Premises shall be used and occupied for the Permitted Uses and for no other purpose. Tenant shall not use or occupy or permit the use or occupancy of any part of the Premises in a manner constituting a Prohibited Use.

(b) Licenses and Permits. Tenant, at its expense, shall procure or cause to be procured and maintain or cause to be maintained and comply or cause to be complied with the terms and conditions of all licenses and permits required for the

lawful conduct of its Permitted Uses in the Premises. The foregoing notwithstanding, Landlord shall be responsible for procuring any and all licenses or permits needed in connection with completion of the Base Building Work and, as part of Substantial Completion of the Base Building Work, the issuance of a final non-residential use permit (core and shell only) for the Base Building and all other components of the Premises (other than the Initial Installations).

(c) Use of Roof. Notwithstanding anything to the contrary

in this Section 3.1, Tenant shall have the right, at no additional cost, to access and use the roof of the Building for the installation, use, maintenance, repair and replacement of various communication, HVAC and/or other equipment (collectively, "Communications Equipment") subject only to the Association Declaration and the following:

(i) in the event such installation requires Tenant to make any penetration in the roof or perform any other roofing work, such penetrations shall be made only in the manner designated in writing by Landlord, acting reasonably;

(ii) any installation work (including any roof penetrations or other roofing work) shall be performed by Tenant at Tenant's sole cost and expense and by a roofing contractor reasonably approved by Landlord and shall be accomplished in a manner which will not invalidate or impair any roof warranties;

(iii) Tenant shall promptly pay all taxes and license fees imposed by any federal, state or local governmental agency or authority in connection with the installation, operation and maintenance of any Communications Equipment;

(iv) Tenant shall secure any necessary permits, and the installation and use of Communications Equipment shall comply with all Requirements (including any zoning restrictions) and Tenant shall be solely liable for the cost of such compliance;

(v) At the end of the Term, Tenant shall remove such Communications Equipment and repair the Premises, including repair the roof, in accordance with Section 5.3;

(vi) Tenant shall install screening as may be required by the Association Declaration to reasonably obscure the location of Communications Equipment;

(vii) Any proposed installation of Communications Equipment shall be completed in accordance with Article 5 hereof; and

(viii) Tenant shall not assign or sublet or grant any use rights to the roof of the Building other than incidental to a permitted assignment or subletting pursuant to Article 15 hereof.

Tenant's rights hereunder shall be exclusive (as to size and location) if Tenant is the sole office tenant in the Building. If Tenant is not the sole office tenant, then Tenant's

right shall be non-exclusive but (i) with respect to size, shall be pro rata based on applicable proportionate shares of the tenants involved, and (ii) with respect to location, shall be "grand-fathered" (i.e., Tenant shall not be obligated to relocate any such equipment once installed) unless Tenant is leasing less than 50% of the Agreed Area of the Building. Except to the extent set forth in this Lease or the Design and Construction Agreement, Landlord makes no warranty with respect to the weight-bearing capacity of the roof, and the cost of any additional structural support which might be required for the Communications Equipment shall be Tenant's sole responsibility.

(d) Cabling. Tenant shall have the right to install

below-grade fiber optic and other cabling on the Land, and Landlord shall grant (and cause its Affiliates to grant) Tenant (in recordable form) such rights to such other portions of Waterview (and Landlord shall use reasonable efforts to cause its Affiliates to grant Tenant (in recordable form) such rights to other portions of Woodland Park), as are reasonably required to provide for interconnectivity among all buildings leased by Tenant or its Affiliates at Woodland Park, subject to Landlord's reasonable approval of the location and method of installation thereof. At Tenant's sole cost and expense, Landlord agrees to grant, or cause its Affiliates to grant (in recordable form), such easements as may be necessary in conjunction therewith, which easements shall be in form and substance reasonably acceptable to Landlord and Tenant.

(e) Supplemental Generators. If Tenant leases 50% or more

of the Agreed Area of the Building, Tenant shall have the right, as part of the Initial Installations or otherwise, to install at its sole cost and expense not more than three (3) supplemental/emergency generators and supporting equipment in the Parking Garage or on the Land, subject to Landlord's reasonable approval of the location and method of installation thereof, and otherwise in accordance with the applicable requirements of Article 5 and criteria substantially

similar to those set forth in Section 3.1(c)(iii) and (iv), above. Such generator shall constitute a Specialty Alteration. Landlord shall provide the area designated on Exhibit V in its "as-is, where-is" condition for the

installation of the generator(s) which shall be completed in a manner mutually and reasonably agreed upon by Landlord and Tenant. Tenant shall, at its sole expense, obtain any and all necessary licenses, approvals, permits, etc., necessary for the generator pad(s) and enclosures for the generator(s).

(f) Any work described in Section 3.1 may be paid for or reimbursed out of the Construction Allowance or Supplemental Allowance or Lock-Out Allowance (as defined below).

Section 3.2 [Intentionally Deleted.]

Section 3.3 Parking.

(a) Subject to and in accordance with the terms of the Base Building Construction Documents, Landlord shall construct (i) a multi-level parking structure (the "Parking Garage") which shall provide a minimum of 1,574 spaces and (ii) an additional 37 spaces on the Land adjacent to the Building (such 1,611 spaces, in

total, subject only to a de minimis change in the number of spaces required by the Requirements, "Tenant's Parking Allocation") for the use of Tenant's agents, employees and visitors at no extra charge throughout the Term. The entire Parking Garage and the surface parking on the Land shall be for Tenant's exclusive use for so long as Tenant is leasing the entire Agreed Area of the Building. If Tenant is not leasing 100% of the Agreed Area of the Building, space in the Parking Garage and the surface parking on the Land shall be shared on a pro rata basis (based upon rentable square footage in the Building) with other tenants of the Building. Tenant shall at all times have the exclusive right to designate up to its entire Parking Allocation as reserved parking for Tenant and to secure same by gating and the use of security key cards or other means, and may utilize stacked or valet parking in the Parking Garage; provided, however, that all parking spaces designated by Tenant for use on an exclusive basis and secured through gating shall be designated from the uppermost levels of the Parking Garage down in order to facilitate access to and from non-gated areas of the Parking Garage by other tenants not being leased by Tenant therein. Throughout the Term, as may be extended, the Parking Garage shall be managed (at no additional charge) by the party managing the Building, or by such other party as Landlord and Tenant, so long as Tenant is leasing not less than 75% of the Agreed Area in the Building, may reasonably agree upon.

(b) If Tenant exercises its Primary Purchase Option under this Lease, then Landlord shall convey unencumbered fee simple title to the Parking Garage to Tenant, a Tenant Affiliate or to any designee of Tenant identified in accordance with Section 32.1(e). In addition (i) during any period in which Landlord or a Landlord Affiliate owns title to the Building, Landlord or such Landlord Affiliate will continue to hold title to the Parking Garage (and related land) and (ii) Landlord will not sell the Building or the Parking Garage to a party other than Tenant prior to the expiration of Tenant's Primary Purchase Option.

ARTICLE 4
CONDITION OF THE PREMISES

Section 4.1 Condition.

(a) Landlord shall complete, as and when required under this Lease and the Design and Construction Agreement, the Base Building Work (which includes, without limitation, the Punch List Items, Latent Defects, the Required Improvements, and any other item expressly designated in this Lease and the Design and Construction Agreement as a Landlord construction obligation). While Landlord is doing any work at the Premises, Landlord shall do so in compliance with all Requirements, the terms of this Lease and the Design and Construction Agreement, and, if Tenant is in occupancy of any portion of the Building, in accordance with the construction rules attached as Exhibit K. Any work to be performed by or on behalf of Tenant in connection with Tenant's initial occupancy of the Premises shall be referred to herein as the "Initial Installations" and shall be completed in accordance with the terms of the Design and Construction Agreement. Tenant shall be responsible for

completing the Initial Installations. Except for the completion of the Base Building Work and provision of Landlord's Contribution and Supplemental Allowance, Landlord shall have no obligation to perform any work, supply any materials, incur any expense (except as expressly set forth in this Lease or the Design and Construction Agreement) or make any Alterations to the Premises to prepare it for Tenant's initial occupancy. Except with respect to completion of any then unfinished item of Base Building Work (including, without limitation, the Punch List Items, the repair of Latent Defects, and subject to warranty items pursuant to Section 4.1(c) of this Lease), Tenant's occupancy of any part of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of that portion of the Premises in its then-current condition and that such portion is in a good and satisfactory condition.

(b) During the period from the Commencement Date to the Rent Commencement Date for a particular Floor: (i) Tenant will not be charged for any reasonable and customary amounts (based upon normal usage for buildout purposes) for parking, hoisting (excluding external hoisting), electrical services, services of a reasonably available building manager to oversee and operate Building Systems pursuant to Section 11.1 of this Lease, heating and cooling, water, use of elevators, security and any other utilities or services related to construction activity; and (ii) Landlord will provide reasonably sufficient construction parking for Tenant's construction and related personnel (without charge), the location and number of which will be reasonably coordinated with Landlord. Landlord agrees to allow Tenant access to the Premises prior to Substantial Completion or the delivery of the Floors in Floor Ready Condition, without any obligation to pay Rent or other charges, as is reasonably practicable to allow Tenant to commence construction of the Initial Installations (which shall include, without limitation, the installation of phone and data cabling, supplemental security systems, and audio/visual systems in the Premises to the extent not included within the Base Building Work). Tenant also shall have the right on an ongoing basis throughout the process of constructing the Building, during normal working hours, to have access to the Premises for purposes of observation and inspection during the performance of the Base Building Work. To the extent any entry of Tenant within the Premises prior to Substantial Completion interferes (other than in a de minimis manner) with the orderly progress of construction of Base Building Work, Tenant shall cause such interference to cease immediately; and any delays in the Substantial Completion of the Base Building Work caused by such interference shall constitute a Tenant Delay. Access for the aforesaid purposes shall not be deemed to constitute possession or occupancy.

(c) Landlord shall warrant each portion of the Base Building Work for a period of one (1) year after Substantial Completion thereof. Landlord agrees to promptly commence and diligently pursue the correction of all Punch List Items as soon as reasonably possible, and, subject to Unavoidable Delays, to complete the correction of all Punch List Items within forty-five (45) days after the Punch List is finalized. The provisions of Section 19.2 of this Lease shall apply to any default by Landlord with respect to this obligation (subject to the notice and cure periods set forth in Section 19 of this Lease). For a period of one (1) year after Substantial Completion of the Base Building Work, Landlord further agrees to repair or replace (or to cause the

repair or replacement of) any Latent Defects in the Base Building Work or in the Building Systems or Base Building (i.e., structure) as soon as reasonably practicable after Tenant provides notice thereof to Landlord. Unless otherwise required of Landlord pursuant to the provisions of this Lease, Landlord shall have no obligation to repair defects in any such work which are detected more than one (1) year after the date of Substantial Completion. The foregoing shall not affect, however, any of the general repair covenants set forth in this Lease, nor shall it apply to limit the warranty period provided for by the manufacturer or supplier with respect to any equipment incorporated into the Building or Premises, nor the warranty period otherwise provided for under the terms of the Base Building construction contract if such warranty period exceeds one (1) year. Within ninety (90) days after Substantial Completion of the Base Building Work, Landlord will provide to Tenant a full set of construction drawings for the Base Building Work, as marked by the applicable contractor(s) to reflect actual as-built improvements incorporated therein to the extent the same differ from those reflected in the original construction documents. Landlord agrees to cooperate with Tenant and to provide Tenant with construction drawings for the Base Building Work, as marked by applicable contractor(s) to reflect actual as-built improvements, as the same are required by Tenant for Tenant's design work. In all events, not later than February 1, 2002, Landlord will provide to Tenant a full set of construction drawings for the Base Building Work, as marked by the applicable contractor(s) to reflect actual as-built improvements incorporated therein to the extent the same differ from those reflected in the original construction documents.

Section 4.2 Landlord's Contribution.

(a) Landlord agrees to pay to Tenant Landlord's Contribution toward the cost of the Initial Installations, provided that as of the date on which Landlord is required to make payment thereof (i) this Lease is in full force and effect, and (ii) no uncured Material Default shall then exist (except such as can be cured or satisfied by Landlord by offset against obligations owed to Tenant).

(b) In accordance with the terms and conditions of Section 2.2 of this Lease and the Design and Construction Agreement, Landlord agrees to provide Tenant with the Supplemental Allowance to be used as specified in accordance with Section C.2 of the Design and Construction Agreement.

(c) Landlord's Contribution and the Supplemental Allowance shall be payable by Landlord in accordance with Section C.2 of the Design and Construction Agreement.

Section 4.3 No Landlord's Supervision Fee. Except as expressly provided

for elsewhere in this Lease or the Design and Construction Agreement, Tenant shall not be required to pay any construction supervision or other fee to Landlord for any work or change orders in connection with the Initial Installations or the Base Building Work.

ARTICLE 5
ALTERATIONS

Section 5.1 Tenant's Alterations.

(a) Tenant shall be entitled to make alterations, additions or other physical changes in or about the Premises (collectively, "Alterations"), without Landlord's prior consent (but where consent is required, the scope of same shall be defined in the next succeeding sentence), provided that such proposed Alterations: (i) are decorative (such as painting, wall covering and carpeting) ("Decorative Alterations"), (ii) affect only the Building, (iii) do not adversely affect the non-residential use permit issued for the Building, and (iv) do not change or alter any surface parking, except to a de minimis extent. Landlord's prior consent shall be required for any Alterations not meeting the foregoing criteria, which consent shall be within Landlord's sole discretion for Alterations that are structural or affect the Building's facade, and which consent shall not be unreasonably withheld, conditioned or delayed for any other such Alterations (including those that affect the Building Systems, the Parking Garage and landscaping). If Landlord fails to respond to any request to approve any plans or contractors within eleven (11) Business Days, then the request shall be deemed approved. The Initial Installations and each subsequent Alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's Property (excluding FF&E (which FF&E shall include trade fixtures and systems furniture, but shall exclude true real estate fixtures), any generator, any uninterrupted power source, and any free-standing computer HVAC equipment, and any other item so designated by Landlord at the time of Landlord's approval), and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant, subject to Section 5.3.

(b) Plans and Specifications. Where Landlord's approval is

required, prior to making any Alterations affecting structure, Building Systems, exterior elements or which require the issuance of a building permit ("Major Alterations"), Tenant, at its expense, shall (i) submit to Landlord for its written approval, reasonably detailed plans and specifications (including, where relevant and appropriate, layout, architectural, mechanical, electrical, plumbing, sprinkler and structural drawings) of each proposed Alteration, and with respect to any Alteration affecting any Building System, Tenant shall submit proof that the Alteration has been designed by, or, provided such party is readily available to perform such review, reviewed and approved by, Landlord's designated engineer for the affected Building System (the reasonable cost of such review and approval to be at Tenant's expense), (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, and (iii) furnish to Landlord duplicate original certificates of worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration) and comprehensive public liability (including property damage coverage) insurance and Builder's Risk coverage (issued on a completed value basis), as required by Article 12 hereof. Upon Tenant's request, Landlord shall reasonably cooperate

with Tenant in obtaining any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alteration (if the provisions of the

applicable Requirement require that Landlord join in such application), provided Landlord shall incur no cost or expense in connection therewith.

(c) Governmental Approvals. Upon completion of any

Alterations requiring permits, Tenant, at its expense, shall promptly obtain certificates of final approval of such Alterations required by any Governmental Authority and shall furnish Landlord with copies thereof, together with "as-built" plans and specifications for such Alterations.

Section 5.2 Manner and Quality of Alterations. All Alterations shall be

performed (a) in a good and workmanlike manner, (b) substantially in accordance with the plans and specifications (if any) and by contractors reasonably approved by Landlord, (c) excepting Decorative Alterations, under the supervision of a licensed architect reasonably satisfactory to Landlord, and (d) in compliance with all Requirements, the terms of this Lease, the construction rules attached as Exhibit C, Schedule C-5 ("Construction Procedures") and the

Rules and Regulations. All materials and equipment to be used in the Premises shall be of new or like new quality.

Section 5.3 Removal of Tenant's Property. Tenant's Property shall be

and remain the property of Tenant and Tenant may remove the same at any time on or before the Expiration Date. On or prior to the Expiration Date, Tenant shall, as may be directed by Landlord pursuant to this Section 5.3, at Tenant's expense, remove Specialty Alterations. Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises caused by Tenant's removal of any Specialty Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof after ten (10) days' prior written notice, Tenant shall reimburse Landlord, on demand, for Landlord's reasonable cost of repairing and restoring such damage. Any Specialty Alterations required to be removed pursuant to this Section 5.3 or Tenant's Property not so removed shall be deemed abandoned and Landlord may remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's reasonable cost and without accountability to Tenant unless the same are removed within five (5) Business Days after a written notice from Landlord to Tenant notifying Tenant that Tenant has failed to remove such items of personal property from the Premises and that the same will be deemed abandoned if not removed within five (5) Business Days thereafter. This Section 5.3 shall survive the expiration or earlier termination of this Lease. At least sixty (60) days prior to the expiration of the Term, Tenant shall deliver to Landlord a written notice setting forth which Specialty Alterations it intends to remove and Landlord shall, within thirty (30) days of receipt of such notice, identify any additional Specialty Alterations which must be removed and which must stay. No Specialty Alteration shall be required to be removed by Tenant unless, at the time of Tenant's request for Landlord's consent, Landlord designated such proposed Alteration as a Specialty Alteration to be removed (with Landlord being required to so designate any Specialty Alterations completed as part of the Initial Installations at the time it approves the Plans and Specifications or changes thereto).

Section 5.4 Mechanic's Liens. Tenant, at its expense, shall discharge

any lien or charge filed against the Premises in connection with any work claimed or determined

in good faith by Landlord to have been done by or on behalf of, or materials claimed or determined in good faith by Landlord to have been furnished to, Tenant, within twenty (20) days after Tenant's receipt of notice thereof by payment, filing the bond required by law, or otherwise in accordance with law.

Section 5.5 Tenant's Costs. Tenant shall pay to Landlord or its

designee, within thirty (30) days after demand, all reasonable out-of-pocket costs actually incurred by Landlord in connection with Tenant Alterations, including costs reasonably incurred in connection with (a) Landlord's review of the Alterations (including review of requests for approval thereof) and (b) the provision of Building personnel during the performance of any Alteration required by trade union policy, to operate elevators or otherwise to facilitate Tenant's Alterations. The foregoing shall not apply with respect to the Initial Installations. Landlord shall not charge any oversight or other construction supervision fee for any Alterations.

Section 5.6 Tenant's Equipment. Tenant shall provide notice to Landlord

prior to moving any heavy machinery, heavy equipment, heavy freight, bulky matter or bulky fixtures (collectively, "Equipment") into or out of the Building. The term "Equipment" shall not include normal and customary deliveries made to the Building in connection with the conduct of Tenant's business in accordance with the Permitted Uses. If such Equipment requires special handling, Tenant agrees (a) to employ only persons holding all necessary licenses to perform such work and (b) all work performed in connection therewith shall comply with all applicable Requirements. The agreements set forth in this Section 5.6 shall survive the expiration or earlier termination of this Lease.

Section 5.7 Legal Compliance. The approval of plans or specifications

for, or consent by Landlord to the making of, any Alterations does not constitute Landlord's agreement or representation that such plans, specifications or Alterations comply with any Requirements or the non-residential use permit issued for the Building. Landlord shall have no liability to Tenant or any other party in connection with Landlord's approval of any plans and specifications for any Alterations, or Landlord's consent to Tenant's performing any Alterations. If as the result of any Alterations made by or on behalf of Tenant, Landlord is required to make any alterations or improvements to any part of the Building in order to comply with any Requirements, Tenant shall pay all actual costs and expenses incurred by Landlord in connection with such alterations or improvements.

ARTICLE 6
FLOOR LOAD

Tenant shall not place a load upon any Floor that exceeds the per square foot "live load" limitations set forth in Exhibit L. In the event that

Tenant intends to install Equipment weighing in excess of seventy-five percent (75%) of the Building's "live load" limitations as so specified, Tenant shall consult with Landlord regarding the proposed location of such Equipment.

ARTICLE 7
REPAIRS

Section 7.1 Landlord's Repair and Maintenance.

(a) Landlord shall operate, maintain and, except as provided in Section 7.2 hereof, make all necessary repairs and replacements and perform any maintenance to the Premises (excluding items of the Initial Installations such as wall coverings, carpeting and the like, but including extensions of the Building Systems such as additional sprinkler heads, VAV boxes, supplemental HVAC units, plumbing systems and the like) in conformance with standards applicable to first-class office buildings of comparable age and quality in the Reston/Herndon submarket of Fairfax County, Virginia ("Comparable Buildings"). Without limiting the foregoing, Landlord's obligations hereunder shall include: (i) the exterior of the Building and Parking Garage, together with all landscaping and parking areas adjacent to said Building; (ii) all structural repairs to the Building and Parking Garage, including all repairs to the foundation, roof (except as provided for in Section 3.1(c) above), structure, exterior walls, and common area doors and windows; (iii) electric wiring, risers, plumbing, heating, air-conditioning and any other Building System (including base building restrooms) serving the Premises; (iv) all Common Areas, including the underground utility and sewer pipes of the Building (except to the extent required to be maintained or repaired by a governmental authority); (v) all Punch List Items, Latent Defects and Landlord's obligation for warranty items pursuant to Section 4.1(c) of this Lease; and (vi) all other repairs, maintenance and replacements deemed reasonably necessary for the prudent management of the Premises or as requested by Tenant. All costs of repair and maintenance to the Premises shall be included as Operating Expenses, unless specifically excluded pursuant to Article 8.

(b) During the Term, at either party's request, Landlord and Tenant shall meet at least twice per year to discuss matters relating to the operation and maintenance of the Premises including the condition and operation of the Premises. In accordance with Section 8.1, Tenant shall have the right to review and discuss with Landlord the budgets for capital expenditures, warranties and maintenance programs for the Premises. For so long as Tenant leases seventy-five (75%) of the Agreed Area of the Building, in the event that Tenant in good faith objects to any operational and maintenance procedures implemented or proposed by Landlord as not being in compliance with the terms of this Lease, and Landlord disagrees with Tenant's determination, the parties agree to submit such dispute to expedited arbitration in accordance with Section 34.2 of this Lease. Upon Tenant's reasonable request, Landlord shall provide Tenant such evidence as Tenant may reasonably request to demonstrate Landlord's compliance with such procedures as Landlord and Tenant may mutually approve.

(c) Landlord agrees to diligently attend to any repairs or maintenance needs brought to its attention by written notice from Tenant as soon as reasonably practicable (but in no event shall Landlord commence such repairs or maintenance later than five (5) Business Days (or shorter period as may be reasonably

required in an emergency) thereafter or cease to pursue the completion of such repair with diligence) and in a commercially reasonable manner calculated to minimize to the extent possible disruption of Tenant's business activities.

Section 7.2 Tenant's Repair and Maintenance. Tenant shall promptly, at its expense and in compliance with Article 5 of this Lease, make all repairs of

Tenant's Property and the Initial Installations not the responsibility of Landlord pursuant to Section 7.1. All Tenant repairs shall be of a quality at least equal to the original work or construction utilizing new or like new construction materials and shall be made in accordance with this Lease. Tenant shall give Landlord prompt notice of any defective condition of which Tenant is aware in any Building System.

Section 7.3 Failure to Repair or Maintain. If either party fails within the time periods required by this Lease (or such shorter period as may be required in an emergency) to proceed with diligence to make any required repairs or perform any maintenance, the other party may do so and (i) if Tenant has failed to do so, all reasonable, out-of-pocket costs and expenses incurred by Landlord on account thereof shall be charged to Tenant as Additional Rent and (ii) if Landlord has failed to do so, upon a final, non-appealable judicial or arbitration determination that Landlord has defaulted in such repair obligation, all reasonable, out-of-pocket costs and expenses incurred by Tenant on account thereof which are in excess of the amounts otherwise includable in Operating Expenses (with consideration given to any extra costs incurred due to Tenant, and not Landlord, not incurring same, with attendant economies of scale, in the normal and ordinary course) shall be paid by Landlord, and, if not so paid, may be offset against future obligations to pay Rent hereunder (as specified below).

Section 7.4 Interruptions Due to Repairs.

(a) Landlord reserves the right to make, at Landlord's cost except as otherwise provided in this Lease, all changes, alterations, additions, improvements, repairs or replacements to the Building, including the Building Systems which provide services to Tenant, as Landlord deems reasonably necessary, provided that in no event shall the level of any Building Service decrease in any respect (other than de minimis) from the level required of Landlord in this Lease as a result thereof (other than minor, infrequent, temporary fluctuations in the level of such services during the performance of any such work by Landlord, the timing of which fluctuations shall, where commercially reasonable, be coordinated with Tenant). Landlord shall minimize interference with Tenant's use and occupancy of the Premises during the making of such repairs, alterations, additions, improvements, repairs or replacements provided that Landlord shall have no obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever except at Tenant's sole cost and expense upon Tenant's request. Landlord shall provide Tenant with reasonable notice of the scope and schedule of any such work and, in the event that the completion thereof is reasonably likely to disrupt (other than in a de minimis manner) the operation of Tenant's business at the Premises, Landlord shall perform such work during non-business hours. Except as expressly provided in this Lease to the contrary, there shall be no Rent abatement or allowance to

Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making, or failing to make, any repairs, alterations, additions or improvements in or to any portion of the Building or the Premises, or in or to fixtures, appurtenances or equipment therein.

(b) Notwithstanding anything to the contrary contained in this Lease, if Tenant is unable to use the Building (or any portion, other than de minimis, thereof) for the ordinary conduct of Tenant's business due to (a) an interruption of an Essential Service (as hereinafter defined) resulting from Landlord's performance of an alteration, addition, impairment, repair or replacement to the Premises, or due to Landlord's entry into the Premises, or for any other reason within Landlord's or its agent's reasonable control, or (b) Unavoidable Delays, other than casualty or condemnation (which are governed by Article 13 and Article 14, respectively), and such condition continues for a

period in excess of six (6) consecutive days after (i) Tenant furnishes a notice to Landlord (the "Abatement Notice") stating that Tenant's inability to so use the Premises (or portion thereof) is due to such condition, and (ii) Tenant does not actually use or occupy the Premises (or portion thereof) during such period for the ordinary conduct of its business, then Fixed Rent, Taxes and Operating Expenses for such portion of the Building that is both untenable and unoccupied (determined based upon the ratio which the square footage of such portion of the Building), determined using the BOMA Standard bears to the Agreed Area of the Building shall be abated on a per diem basis for the period commencing on the date the Essential Service is interrupted and ending on the earlier of (x) the date Tenant reoccupies such portion of the Premises for the ordinary conduct of its business, and (y) the date on which such condition is remedied in all material respects. "Essential Service" shall mean any Building Service.

ARTICLE 8
OPERATING EXPENSES AND TAXES

Section 8.1 Definitions. For the purposes of this Article 8, the following

terms shall have the meanings set forth below:

(a) "Assessed Valuation" shall mean the amount the Premises

is assessed for the purpose of imposition of Taxes.

(b) "Operating Expenses" shall mean the aggregate of all

actual costs and expenses (and sales or use taxes or other similar taxes in the nature of sales or use taxes, if any, thereon) paid by or on behalf of Landlord (whether directly or through independent contractors) in connection with the management, operation, safety, repair, and maintenance of the Premises: including (i) casualty, liability and other insurance premiums for insurance required or permitted under this Lease; (ii) the cost of electricity, gas, oil, steam, water, air conditioning and other fuel and utilities (to the extent Tenant does not pay for same directly); (iii) reasonable attorneys' fees and disbursements (but only to the extent they are incurred in connection with an expense which is includable in

Operating Expenses) and auditing, management, consulting and other professional fees and expenses reasonably necessary for Landlord to render the required services pursuant to this Lease; and (iv) any capital expenditures (as defined under GAAP) incurred by Landlord to meet applicable Requirements (which are not in effect on the date the Premises are Substantially Completed) but excluding those due to Landlord's negligence or willful misconduct, or with the consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed (except in the last eighteen (18) months of the Term), incurred by Landlord in good faith for the purpose of reducing Operating Expenses, subject to the conditions described below in this Section 8.1(b). Such capital expenditures shall be amortized on a straight-line basis over the useful life of the improvement being amortized (with interest accruing per annum on the unamortized portion thereof at the Base Rate in effect at the time such improvements are Substantially Completed). A capital improvement shall be included in Operating Expenses only if it (1) actually results in savings in such year (as for example, expenditures for a labor-saving improvement) in which case the amount included in Operating Expenses shall not exceed the amount of actual savings from such improvement in the same year and/or (2) is made in order to comply with Requirements.

(c) Operating Expenses Exclusions. Notwithstanding and without

limitation of the foregoing, the following costs and expenses shall be excluded from Operating Expenses:

(1) Costs incurred in connection with the construction of the Base Building Work;

(2) Costs of correcting defects in the Base Building Work, or the initial design, construction, reconstruction or renovation of the Premises, or equipment therein, to the extent covered by warranties or guaranties of contractors or subcontractors or any tenant improvements;

(3) Non-cash items such as depreciation, amortization, reserves, bad debt losses and reserves therefor, or other non-cash expenses, except for amortization of personal property used in the ordinary course of operating and maintaining the Premises and the cost of which would be properly included as an Operating Expense if expensed rather than amortized, except as permitted in Section 8.1(b);

(4) Interest, points, fees and principal payments on mortgages and other debt costs, if any, or amortization on any mortgage or mortgages or any other debt instrument encumbering the Premises;

(5) Rental payments pursuant to any ground lease or master space lease (except to the extent otherwise properly includable in Operating Expenses provided that such payments shall not be counted more than once);

(6) Expenses directly resulting from the breach of this Lease or any other lease or agreement by Landlord, or the negligence of Landlord, its

agents, contractors or employees, or other acts or omissions of tenants other than Tenant, and any fines or penalties incurred by Landlord other than as a result of Tenant's negligence or willful misconduct;

(7) Costs for which Landlord is reimbursed by its insurance carrier, any tenant's carrier, any tenant, any warrantor or any other third party, and any condemnation proceeds;

(8) Costs associated with the operation of the business of the Landlord, as distinguished from the costs of operation of the Premises, including accounting and legal matters, costs of defending any lawsuits with any prospective or actual purchaser, ground lessor or mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Premises, costs of any disputes between Landlord and its employees, disputes of Landlord with Building management, and outside fees paid in connection with disputes with other tenants;

(9) The wages of any employee of Landlord who does not devote substantially all of his or her time to the Premises, except to the extent such wages and benefits are reasonably, properly and equitably allocable to time spent by such employee in directly servicing the Premises;

(10) Fees for services rendered by an affiliate of Landlord to the extent such fees exceed the market rate payable for comparable services if rendered by unrelated third parties of comparable quality, except as pre-approved by Tenant and except that management fees shall be included in Operating Expenses to the extent provided in Section 11.5;

(11) Any expenditures (whether repairs, improvements or otherwise) that under GAAP should be treated as capital expenditures, except as expressly permitted by Section 8.1(b);

(12) Fines, penalties, late payment charges and interest arising from the negligent acts or inaction of Landlord or failure timely to make tax and/or other payments except for such fines, penalties, late payment charges and interest incurred after Tenant has failed to pay its Proportionate Share of Taxes pursuant to Section 8.2, except that interest on assessments described in clause (19) shall be included and deemed incurred as if Landlord has elected to pay such assessments in the maximum number of permitted installments;

(13) Costs of replacements or repairs for the restoration of all or any portion of the Premises after the occurrence of a casualty;

(14) Legal fees, court costs and litigation related fees (including costs or fees relative to the defense of Landlord's interest in the Land, except for those incurred in connection with recovery under service contracts, which shall be netted out from such recovery;

(15) Costs of repairs or replacements caused by the exercise of any right of condemnation or eminent domain by any public or quasi-public authority;

(16) Taxes other than Taxes described in Section 8.2 and other than sales and use taxes on items the cost of which is properly included in Operating Expenses;

(17) Salaries and other compensation paid to executive employees above the grade of regional manager (including profit sharing, bonuses and other employee benefit plans), provided, that the manager of the Building may have responsibility for more than one building in Woodland Park, in which case the reasonably and properly directly allocable cost of such salary and other compensation shall be included in Operating Expenses in accordance with clause (9) above;

(18) General overhead and administrative expenses (other than accounting expenses, to the extent reasonably and properly directly allocable to the operation of the Premises);

(19) Assessments to the extent paid in fewer than the maximum permitted number of installments;

(20) Costs associated with any property other than the Premises, except for those costs incurred by Landlord pursuant to the Association Declaration, but only to the extent such costs relate, or are attributable, to Landlord's ownership of the Premises and not to other property owned by Landlord in Woodland Park;

(21) Costs to comply with Requirements to the extent such Requirements are not being complied with as of the Commencement Date;

(22) Charitable and political contributions, advertising and promotional expenditures, including costs of staging special events;

(23) The cost of the acquisition or installation of any artwork, including, without limitation, any statues or paintings or electronic artwork or advertising;

(24) Painting, redecorating or other work which Landlord performs for specific tenants;

(25) The expenses of which are paid by such tenants; leasing commissions, and advertising, legal, space planning and construction expenses incurred in procuring tenants for the Building;

(26) Reserves for repairs, maintenance and replacements;

(27) Costs and expenses incurred by Landlord pursuant to any provisions of this Lease which require Landlord to perform certain obligations or services at Landlord's sole cost and expense and without recovery as an Operating Expense;

(28) Any portion of any Operating Expense which is in excess of Tenant's properly allocable or proportionate share;

(29) Any item of cost which Tenant is required to pay separately pursuant to any other provision of the Lease;

(30) Costs of any amenity, business or activity that generates or from which Landlord obtains income; costs of purchasing or leasing sculpture, paintings or other art objects, except as specifically approved by Tenant;

(31) More than an arms length, market rate rent, and any other expense, for Landlord's Woodland Park management office (which shall be of a reasonable size); and any rent or other expense for any leasing office, if any;

(32) Costs of defending any lawsuits with any Mortgagees or Lessors;

(33) Any amounts payable by Landlord to another tenant or Landlord's lender by way of indemnity or damages (except direct reimbursement of amounts incurred for costs which would be includable in Operating Expenses); and

(34) Any expenses associated with the Parking Garage paid for by Tenant or any garage operator directly.

In addition to the foregoing, all Operating Expenses shall be reduced by all cash discounts, trade discounts or quantity discounts received by Landlord or Landlord's Agent in the purchase of any goods, utilities or services in connection with the prudent operation of the Premises. Landlord shall not collect from the tenants of the Premises more than one hundred percent (100%) of the actual costs of operating the Premises. In the calculation of any Operating Expenses, it is understood that no expense shall be charged more than once (whether directly or in Operating Expenses). Landlord shall equitably prorate bills for services rendered to the Premises and to any other property owned by Landlord or an Affiliate. Landlord shall diligently and in good faith pursue all insurance, breach of warranty or other claims or actions that might result in a reduction in Operating Expenses payable by Tenant. Landlord covenants to pay all Operating Expenses and Taxes before the same become delinquent (subject to the right to contest by law), but Landlord shall not be in default of the obligation to pay Taxes to the extent such payment is not made due to Tenant's failure to comply with its obligation to make the payments contemplated hereby in a timely fashion. Any Operating Expenses relating to the Parking Garage shall be reasonably allocated among all tenants using

the Parking Garage. In exercising any self help rights hereunder, if Tenant incurs out-of-pocket costs and expenses in excess of amounts otherwise includable in Operating Expenses, Operating Expenses shall be reduced by an amount sufficient to give consideration to any extra costs incurred due to Landlord not incurring such costs, with attendant economies of scale, in the normal and ordinary course.

(d) [Intentionally Deleted.]

(e) "Taxes" shall mean (i) all real estate taxes,

assessments, sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be assessed, levied or imposed upon all or any part of the Premises, and (ii) all expenses (including reasonable attorneys' fees and disbursements and experts' and other witnesses' fees) reasonably incurred in contesting any of the foregoing or the Assessed Valuation of all or any part of the Premises. Taxes shall not include (i) any franchise, corporation, income, receipts, inheritance, estate, revenue or net profits tax which may be assessed against Landlord or the Premises or both, (ii) transfer taxes assessed against Landlord or the Premises or both, (iii) penalties or interest on any late payments of Landlord, (iv) personal property taxes of Tenant, or (v) any of the items set forth in the next succeeding sentence, except upon the terms and conditions set forth therein, or (vi) any items excluded from Operating Expenses in Section 8.1(c). If at any time the methods of taxation prevailing on the date hereof shall be altered so that in lieu of or, if of a nature customarily paid or reimbursed by tenants of Comparable Buildings, as an addition to the whole or any part of Taxes, there shall be assessed, levied or imposed (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Premises whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Premises and imposed upon Landlord, (3) a license fee measured by the rents, or (4) any other tax, assessment, levy, imposition, charge or license fee however described or imposed, if imposed upon the Premises or Landlord by reason of its ownership of the Premises, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Taxes, provided that any tax, assessment, levy, imposition or charge imposed on income or rents from the Premises shall be calculated as if the Premises were the only asset of Landlord.

Section 8.2 Tenant's Tax Payment. Beginning on the Rent Commencement Date

for each Floor, and continuing thereafter throughout the Term, Tenant shall pay to Landlord Tenant's Proportionate Share of Taxes during the Term, except that, during the Partial Term, Tenant's Proportionate Share shall be adjusted to reflect the portion of the Building delivered to Tenant, and the number of days during the real estate tax fiscal year after delivery of the Floors to Tenant. For example, assuming the tax fiscal year is the calendar year and the tax is One Thousand Dollars (\$1,000), if the Rent Commencement Date has occurred for sixty-six percent (66%) of the Agreed Area of the Building on February 1 and the remaining thirty-four percent (34%) in one-half (1/2)

increments on March 1 and April 1, respectively, Tenant's share of Taxes would be calculated as follows:

(Percentage)	x (Percentage of Year)	x (TOTAL TAX)	= (Tenant's Share of Taxes)
(0%)	31/365 = 8.50%	\$1,000	0
(66%)	28/365 = 7.7%	\$1,000	\$ 50.82
(83%)	30/365 = 8.20%	\$1,000	\$ 68.06
(100%)	276/365 = 75.6%	\$1,000	\$756.00
Aggregate Tenant Share			\$874.88

Taxes assessed for a real estate tax fiscal year which extends beyond the Term shall be apportioned between Landlord and Tenant at the expiration of the Term. Landlord shall promptly forward to Tenant copies of all notices, bills or other statements received by Landlord concerning Taxes. Tenant shall pay all such Taxes to Landlord at least five (5) Business Days before the same become due and payable or, if later, five (5) days after the bill for same is delivered by Landlord to Tenant. Tenant's obligation to pay Taxes shall survive the expiration of the Term or the earlier termination of this Lease. Tenant shall be obligated to escrow amounts for Taxes on a monthly basis in an amount equal to one-twelfth (1/12) of the Tenant's Tax Payment if required by any Mortgagee holding a first-priority mortgage lien on the Premises, provided, that (i) such escrowed amounts shall be deposited in an interest-bearing account and (ii) such Mortgagee shall be obligated to apply such escrowed amounts to the payment of Taxes when due notwithstanding any default of Landlord thereunder, and shall so confirm, in writing, to Tenant. Any such estimate shall be based on a reasonable estimate of Taxes for such year (which shall be based on the prior year's tax bill, any phase-in information, and any subsequent re-assessment information) and the parties shall reconcile tax payments within 120 days after the end of the tax year (i.e., pursuant to Section 8.5 below).

Section 8.3 Tax Proceedings. Except during the last two (2) Lease Years of

the Term, but only so long as Tenant is either the sole tenant of the Building or is leasing at least seventy-five percent (75%) of the Agreed Area thereof, Tenant shall have the right to direct Landlord to institute and diligently pursue proceedings to contest Taxes or to reduce the Assessed Valuation of the Premises. Such proceedings shall not be settled without Tenant's consent, not to be unreasonably withheld, conditioned or delayed, and Tenant shall otherwise have the right to participate in such tax contest, at Tenant's sole expense. Thereafter, only Landlord shall determine if and when to institute such proceedings; provided, however, that notwithstanding the foregoing, in the event that (i) the Assessed Valuation during any tax fiscal year exceeds one hundred

five percent (105%) of the Assessed Valuation during the immediately preceding tax fiscal year, and (ii) Landlord has not contested Taxes or challenged the Assessed Valuation during such tax fiscal year or the immediately preceding tax fiscal year, Landlord agrees to institute proceedings to contest Taxes or reduce the Assessed Valuation upon Tenant's request. To the extent that the costs incurred by Landlord in connection with proceedings instituted pursuant to the immediately preceding sentence are not recovered by Landlord as part of Tenant's Tax Payment or Operating Expense Payment, Tenant shall reimburse Landlord for such costs within thirty (30) days after demand. If Landlord receives a refund of Taxes to the extent that such refund is based upon a payment made by Tenant, Landlord shall, at its election, either pay to Tenant, or (unless the Lease has terminated) credit against subsequent payments of Rent due hereunder, an amount equal to Tenant's Proportionate Share of the refund, net of any actual, out-of-pocket expenses incurred by Landlord in achieving such refund and not recovered, which amount shall not exceed Tenant's Tax Payment paid for such tax fiscal year. Except as expressly set forth above in this Section 8.3, Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Taxes or the Assessed Valuation. Landlord will engage annually in a good faith review of Taxes and any reassessments of the Premises for purposes of determining whether to contest or appeal any such assessment or impositions.

Section 8.4 Tenant's Operating Expense Payment.

(a) Tenant shall pay as Additional Rent, Tenant's Proportionate Share of Operating Expenses for each calendar year ("Tenant's Operating Expense Payment"), commencing with the earliest Rent Commencement Date; provided, that, irrespective of Tenant's Proportionate Share, Tenant shall pay the entire cost of any additional service provided to Tenant pursuant to this Lease at Tenant's request. During the Partial Term, Tenant's Operating Expense Statement shall reflect Tenant's obligation to pay Tenant's Proportionate Share of the Operating Expenses relating to the portion of the Building for which Rent Commencement Dates have occurred, and the number of days during the calendar year after such occurrence. Landlord shall make a reasonable estimate of Tenant's Proportionate Share of the Operating Expenses for each calendar year, and, so long as Tenant leases at least seventy-five percent (75%) of the Agreed Area of the Building, shall submit to Tenant for Tenant's approval, not later than thirty (30) days prior to the earliest Rent Commencement Date, and no later than December 1 of each subsequent calendar year, a reasonably itemized budget (the "Operating Budget") setting forth the monthly projected staffing and Operating Expenses and Taxes for the following calendar year (including a list of proposed on-site management personnel and budgets for the Parking Garage and the Building's allocable share of expenses relating to the Association), or, with respect to the Operating Budget to be submitted thirty (30) days before the earliest Rent Commencement Date, for the initial calendar year (or portion thereof) during the term (the "Initial Calendar Year"). So long as Tenant leases at least seventy-five percent (75%) of the Agreed Area of the Building, Tenant shall have the right to direct Landlord to vote, as owner of the Premises, as Tenant deems appropriate, in Tenant's sole and absolute discretion, as to all matters relating to discretionary costs imposed under the Association Declaration or otherwise charged by the Association. Each Operating

Budget shall include allocations for maintenance, safety, management and other Building Services at the level found in Comparable Buildings. Tenant shall pay along with each month's installment of Fixed Rent one-twelfth (1/12) of the approved Operating Budget, except that with respect to the Operating Budget to be submitted for the Initial Calendar Year, Tenant's Proportionate Share of Operating Expenses shall be payable in equal monthly installments over such period.

If Landlord's estimate of Operating Expenses for any calendar year is not received by December 1 of the preceding calendar year or is not thereafter approved by Tenant within thirty (30) days, Tenant shall continue to pay the monthly installments of Tenant's Proportionate Share of Operating Expenses at the rate and Landlord shall provide service at the level established for the preceding calendar year increased to reflect any actual increases projected in Operating Expenses (other than Controllable Expenses), until Tenant receives and approves a new Operating Budget for the calendar year.

Tenant shall have no such approval rights if Tenant is leasing less than 75% of the Agreed Area of the Building. In addition, Tenant shall only have the right to approve line items on any Operating Budget that are Discretionary Expenses. In all other cases involving approval of repair and maintenance items, Tenant agrees to take into consideration Landlord's obligation to maintain a first class building and to protect the value of its asset. Upon approval of the new Operating Budget, Tenant's monthly share of Operating Expenses shall be calculated to reflect payments made pursuant to the preceding calendar year's Operating Budget. Within forty-five (45) days after the end of each calendar quarter, Landlord agrees to provide Tenant with a quarterly report setting forth disbursements to vendors and indicating what percentage of the Operating Budget has been expended as of the date set forth in the report. To the extent Landlord determines that costs incurred with respect to Discretionary Expenses reflected within the Approved Budget will vary by more than five percent (5%) from the budgeted amount on an annual basis, Landlord will endeavor to notify Tenant promptly thereafter to alert Tenant of such likely budgetary variance and to consult with Tenant regarding potential means of achieving cost savings, or modifications to service in order to minimize Operating Expenses for the applicable period. Landlord further agrees not to enter into any contracts related to the operation and management of the Building which are not terminable on thirty (30) days notice for cause or on ninety (90) days notice without cause without Tenant's prior consent, except relating to elevators, fire alarms and life safety equipment.

(b) Annual Operating Expense Statement. Within one hundred and

twenty (120) days after the Initial Calendar Year and thereafter, within one hundred and twenty (120) days after the end of each calendar year, Landlord shall submit to Tenant a statement prepared by Landlord (the "Expense Statement") setting forth in reasonable detail the Operating Expenses (and Taxes) for such calendar year and the amount of Tenant's Proportionate Share of the Operating Expenses (and Taxes) for such calendar year. If Tenant's Proportionate Share of the Operating Expenses so stated is more than the amount (if any) theretofore paid by Tenant for Operating Expenses for the period covered by the Expense Statement, Tenant shall pay to

Landlord the deficiency within thirty (30) days after the submission of the Expense Statement. If Tenant's Proportionate Share of the Operating Expenses (and Taxes) so stated is less than the amount (if any) theretofore paid by Tenant for Operating Expenses for the period covered by the Expense Statement, Landlord shall credit the excess against the next monthly installment of Rent thereafter payable by Tenant under this Lease, except that Landlord shall refund the excess (if any) for the calendar year ending with or within the last Lease Year to Tenant within thirty (30) days after submission of the Expense Statement for such calendar year. If the last day of the Term shall not coincide with the end of a calendar year, Tenant shall pay Tenant's Proportionate Share of the Operating Expenses for the calendar year in which the last day of the Term occurs up to and including the last day of the Term as if the last day of the Term were the end of a calendar year. Tenant's obligation under this subsection to pay Tenant's Proportionate Share of the Operating Expenses and Landlord's obligation to reimburse Tenant for an overpayment of Tenant's Proportionate Share of the Operating Expenses shall survive the expiration of the Term or the earlier termination of this Lease.

Section 8.5 Disputes. Landlord's books and records with respect to

Operating Expenses and Taxes shall be kept on an accrual basis in accordance with GAAP consistently applied. Each Expense Statement, in a form sufficiently detailed and complete for Tenant's adequate review, sent to Tenant shall be conclusively binding upon Tenant unless Tenant shall, within one (1) year after such Expense Statement is received, give notice to Landlord objecting to such Expense Statement and specifying the reasons that such Expense Statement is claimed to be incorrect (to the extent then known by Tenant). Notwithstanding the foregoing, Tenant shall, within thirty (30) days after such Expense Statement is received, pay to Landlord the amount set forth in such Expense Statement, without prejudice to Tenant's right to dispute such Expense Statement. No such objection shall prejudice Tenant's right to make further objections with respect to the same Expense Statement within the permitted time period. Tenant shall have the right at its sole cost and expense to review or audit Landlord's books and records relating to Landlord's calculation of Operating Expenses and Taxes (for such year) at any time within one (1) year from Tenant's receipt of the Expense Statement, and may use the auditor or reviewer of its choice, provided, however, that Tenant may not hire an auditor or reviewer paid on a contingency fee basis unless such auditor's area of expertise includes lease expense analysis and such auditor is recognized for such expertise. Tenant shall be obligated to reimburse Landlord for its reasonable costs of responding to any claim by Tenant that it is entitled to a refund, in the proportion that (A) the amount which Tenant initially claimed less the amount actually recovered bears to (B) the amount of the initial claimed adjustment in Operating Expenses or Taxes. Landlord shall have the right to reasonably revise its calculation of Operating Expenses at any time within one (1) year from the date of the Expense Statement which shall be binding on Landlord thereafter, and any such revision shall be deemed a new Expense Statement for purposes hereof. Tenant shall not be required to notify Landlord of the results of Tenant's audit. If the parties are unable to resolve a dispute as to the correctness of an Expense Statement within thirty (30) days following Tenant's notice of objection, either party may refer the issues raised to an accountant

reasonably acceptable to the other party, and that has not and does not provide accounting and consulting services to Landlord or Tenant or any of their respective Affiliates and does not otherwise have any affiliation or business relationship with Landlord or Tenant or any of their respective Affiliates, and the decision of such accountants shall be conclusively binding upon Landlord and Tenant. In the event that Landlord and Tenant are unable to agree, such accountant shall be selected by the AAA in the manner provided in Section 34.2 hereof. In connection with any review or audit of Operating Expenses, Landlord, Tenant and its reviewer or auditor shall execute and deliver to Landlord a confidentiality agreement, in form and substance reasonably satisfactory to all, whereby such parties agree not to disclose to any third party any of the information obtained in connection with such review, except as reasonably necessary to attorneys, arbitrators or other similar professionals in connection with such audit or in the event of any dispute or litigation between the parties. The fees and expenses relating to the accountant hired to conclusively resolve the dispute as to the correctness of the Expense Statement and, if the expenses were overstated by more than three and one half percent (3.5%), the fees and expenses of Tenant's auditor or reviewer, shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the accountant shall apportion the fees and expenses between the parties based on the degree of success of each party). In the event there is an adjustment of the Expense Statement, the amount owed by either party shall be increased by interest on the sum owed calculated at the Base Rate from the date of the original payment until the date the adjustment is paid.

ARTICLE 9
REQUIREMENTS OF LAW

Section 9.1 Tenant's Compliance. Tenant, at its expense, shall comply

(or cause to be complied) with all Requirements applicable to (x) the Initial Installations and (y) otherwise applicable to the Premises and first enacted or imposed after the initial Rent Commencement Date, regardless of whether imposed by their terms upon Landlord or Tenant, and which do not require any structural changes to the Premises. Notwithstanding the foregoing, all repairs and alterations to the Premises, whether structural or nonstructural, ordinary or extraordinary, required to be made to cause the Premises to comply with any Requirements and which arise as a result of (i) the specific manner and nature of Tenant's use or occupancy of the Premises, as distinct from general office use, (ii) Alterations made by Tenant in the Premises or (iii) a breach by Tenant of any provisions of this Lease, shall be made by Tenant, at Tenant's expense and in compliance with Article 5, if such repairs or alterations are

nonstructural and do not affect any Building System, or by Landlord, at Tenant's reasonable expense, if such repairs or alterations are structural or affect any Building System. If Tenant obtains knowledge of any failure to comply with any Requirements applicable to the Premises, Tenant shall give Landlord prompt written notice thereof.

Section 9.2 Landlord's Compliance. Landlord shall comply with (or

cause to be complied with) all Requirements applicable to the Premises which are related to the structural components thereof and do not arise out of the matters described in clauses

(i), (ii) or (iii) of Section 9.1; and the cost thereof shall be included in Operating Expenses pursuant to Section 8.1(b) of this Lease if the Requirement shall not apply to the Premises as of the Commencement Date. Landlord shall, as part of the Base Building Work (but not as an Operating Expense), cause the Base Building to comply as of the Commencement Date with all applicable Requirements (including the ADA), and with all requirements of all insurance bodies affecting the Premises which are customarily applicable to Comparable Buildings. From and after the Commencement Date, Landlord shall be responsible, for compliance with Requirements as they relate to the Common Areas and the Building generally and the costs thereof shall, in accordance with the terms of Section 8.1, be charged as Operating Expenses.

Section 9.3 Hazardous Materials.

(a) From and after the Commencement Date, Tenant shall not (i) cause or permit the storage or use of Hazardous Materials in any manner not permitted by any Requirements, or (ii) cause or permit the escape, disposal or release of any Hazardous Materials within or from the Premises, except to the extent that any of the foregoing actions are caused by Landlord or any party claiming by, through or under Landlord. Nothing herein shall be deemed to prevent the use of any Hazardous Materials customarily used in the construction or normal operation of office buildings in Comparable Buildings, provided such use is in accordance with all Requirements. Tenant shall be responsible, at its expense, for all matters directly or indirectly based on, or arising or resulting from, the actual or alleged presence of Hazardous Materials in the Premises, which is caused or permitted by Tenant. Tenant shall provide to Landlord copies of all communications received by Tenant with respect to any Requirements relating to Hazardous Materials, and/or any claims made in connection therewith and applicable to the Premises or Landlord. Upon reasonable prior written notice to Tenant (except in the event of an emergency), so long as Landlord does not unreasonably interfere with Tenant's business operations, Landlord or its agents may perform environmental inspections (at its cost) of the Premises subject to the limitations set forth herein.

(b) Landlord hereby represents and warrants that, except as set forth in that certain Phase I Environmental Site Assessment--CFC Tract dated July 7, 1997, prepared by Environmental Consulting Services, Ltd. it has received no notice, and has no actual knowledge, of any Hazardous Materials on, in or under the Premises, including in connection with the initial construction of the Building. For purposes of this Lease, the knowledge of Landlord shall be limited to the actual knowledge of James A. Evans, Rustom Cowasjee, Simon Wasserberger, Steven F. Grant and Andrew J. Nathan. There shall be no personal liability to said individuals arising out of said representations or warranties (all liability therefrom being attributable to Landlord hereunder).

(c) From and after the Effective Date, Landlord shall not cause or permit the escape, disposal or release of any Hazardous Materials within or from the Premises, except to the extent that any of the foregoing actions are caused by Tenant or any party claiming by, through or under Tenant. Landlord shall be responsible, at its

expense, for all matters directly or indirectly based on, or arising or resulting from, the actual or alleged presence of Hazardous Materials in the Premises, which is caused by Landlord or permitted by Landlord. Landlord shall provide to Tenant copies of all communications received by Landlord with respect to any Requirements relating to Hazardous Materials, and/or any claims made in connection therewith, and applicable to the Premises or Tenant.

(d) Nothing herein shall be deemed to prevent the use of any Hazardous Materials customarily used (i) in the ordinary course of Tenant's business operations in accordance with the Permitted Uses, or (ii) in the ordinary course of Landlord's business operations provided that, in either (i) or (ii), such use is in accordance with all Requirements.

(e) The covenants contained in this Section 9.3 shall survive the expiration or earlier termination of this Lease.

Section 9.4 Landlord's Insurance. Tenant shall not cause or knowingly

permit any action or condition that would (i) invalidate or conflict with Landlord's insurance policies, provided such policies contain terms which are customarily applicable to Comparable Buildings, (ii) violate applicable Requirements, (iii) cause an increase in the premiums of fire insurance then covering the Building over that payable with respect to Comparable Buildings or (iv) result in insurance companies of good standing refusing to insure the Building or the Land in amounts and against risks as reasonably determined by Landlord and which are customarily applicable to Comparable Buildings. If the fire insurance premiums increase as a result of Tenant's failure to comply with the provisions of this Article 9, Tenant shall promptly cure such failure and

shall reimburse Landlord, as Additional Rent, for the increased fire insurance premiums paid by Landlord as a result of such failure by Tenant. In any action or proceeding to which Landlord and Tenant are parties, a schedule or "make up" of rates for the Building issued by the appropriate Fire Insurance Rating Organization, or other body fixing such fire insurance rates, shall be presumptive evidence of the fire insurance rates then applicable to the Building. Landlord represents that, to Landlord's knowledge as of the date hereof, use of the Building for the Permitted Uses will not increase the rate of fire or other insurance on the Building.

ARTICLE 10
SUBORDINATION

Section 10.1 Subordination and Attornment. Subject to Section 10.5

hereof, this Lease is subject and subordinate to all Mortgages and Superior Leases and, at the request of any Mortgagee or Lessor, Tenant shall attorn to such Mortgagee or Lessor, its successors in interest or any purchaser in a foreclosure sale pursuant to the foreclosure of such mortgage.

Section 10.2 Mortgage Priority; Modification. Any Mortgagee or Lessor

may elect that this Lease shall have priority over the Mortgage or Superior Lease that it holds and, upon notification to Tenant by such Mortgagee or Lessor, this Lease shall be

deemed to have priority over such Mortgage or Superior Lease, regardless of the date of this Lease. In connection with any financing of the Building, Tenant shall consent to any reasonable modifications of this Lease requested by any lending institution, provided such modifications do not increase the obligations, or adversely affect the rights, of Tenant under this Lease.

Section 10.3 Tenant's Termination Right. As long as any Mortgage or

Superior Lease shall exist and Tenant has been provided notice of same, Tenant shall not seek to exercise any termination or other right it may have under this Lease, at law, in equity or otherwise, if any, by reason of any act or omission of Landlord (a) until Tenant shall have given notice of such act or omission to all such Mortgagees or Lessors, and (b) until thirty (30) days shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods applicable to Landlord under this Lease (unless such act or omission is not capable of being remedied within such period, such Mortgagee or Lessor has, within such thirty (30) day period, notified Tenant that it intends to remedy such circumstance and has thereafter commenced and is diligently pursuing with continuity a remedy but in no event more than one hundred fifty (150) days after the expiration of the aforesaid thirty (30) day period), during which period such Mortgagees or Lessors shall have the right, but not the obligation, to remedy such act or omission and thereafter diligently proceed to so remedy such act or obligation. If any Mortgagee or Lessor so elects to remedy such act or omission of Landlord, Tenant shall not to exercise any termination or other right it may have under this Lease, at law, in equity or otherwise, if any, by reason of any act or omission of Landlord so long as such Mortgagee or Lessor is proceeding with reasonable diligence to effect such remedy. The provisions of this Section 10.3 are not intended in any way to affect any of Tenant's self-help rights under this Lease.

Section 10.4 Provisions. The provisions of this Article 10 shall (a)

inure to the benefit of Landlord, Tenant, Mortgagee, or Lessor and their respective successors and assigns, and (b) apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Mortgage or Superior Lease.

Section 10.5 Non-Disturbance Agreements. Notwithstanding anything in

this Lease to the contrary, as a condition precedent to Tenant's agreement hereunder to subordinate Tenant's interest in the Lease and attorn to any Mortgage or Superior Lease made between Landlord and such Mortgagee or Lessor, whether now or hereafter existing, Landlord shall obtain from each Mortgagee or Lessor, whether now or hereafter existing, cause to be recorded, and deliver to Tenant an agreement, substantially in the form attached hereto as Exhibit E or

otherwise meeting the definition of a Non-Disturbance Agreement hereunder. If Lender does not require the recording of the Non-Disturbance Agreement, and Tenant elects to record such Non-Disturbance Agreement, Tenant shall bear the cost of such recordation. "Non-Disturbance Agreement" shall mean a subordination, non-disturbance and attornment agreement from each Mortgagee or Lessor in a form to be negotiated between (and reasonably satisfactory to) Landlord, Tenant and the applicable Mortgagee or Lessor (sometimes referred to herein as "Lender"), which is executed by Landlord, Tenant and

the Lender, which is duly recorded in the land records of Fairfax, County, Virginia, and which includes the following provisions:

(a) that, provided no uncured Material Default shall then exist under this Lease, the Mortgagee, any successful foreclosure bidder's assignee or designee, and any other third party purchaser entity or any holder of the reversionary interest under a Superior Lease succeeding to Landlord's and/or Lender's or their respective successors' and assigns' interest (collectively, "Senior Lienors") shall not: (i) disturb Tenant's rights, privileges, interests and unexercised options under this Lease or any instrument executed pursuant hereto, nor name Tenant as a party defendant in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or Superior Lease unless such joinder is necessary to foreclose the Mortgage or terminate the Superior Lease, and then only for such purpose and not for the purpose of terminating this Lease or reducing any rights under the Lease because of any default under the Mortgage; (ii) terminate this Lease if there is a foreclosure, deed-in-lieu, or other proceedings involving Landlord's interest in the Building; and/or (iii) require any Lease modification in connection therewith (except as provided in Section 10.2);

(b) that notwithstanding anything contained herein to the contrary, Senior Lienor shall not be bound by any obligation to perform any work or to make improvements to the Building except for (x) repairs and maintenance required to be made by Landlord under this Lease, subject to subsection (d)(i) below, and (y) repairs to the Building as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such successor landlord; provided, that if such Senior Lienor elects not to repair such damage by fire, casualty or condemnation, Tenant shall have the right to terminate this Lease pursuant to Article 13 hereof;

(c) Tenant shall be required to attorn to such Senior Lienor as long as such Senior Lienor recognizes Tenant and assumes (either expressly or by operation of law) the obligations of "Landlord" under this Lease for the period after the date title to the Property is transferred to such Senior Lienor by Landlord (the "Foreclosure Date");

(d) no Senior Lienor shall be:

(i) liable for any act or omission of Landlord with respect to which Senior Lienor has not received prior written notice, except for acts, omissions or defaults of a continuing nature requiring cure under this Lease, which continue after the Foreclosure Date and which are not thereafter cured by Senior Lienor after notice and an opportunity to cure as provided herein (including, without limitation, any failure by Landlord to fund any allowances or Tenant's inability to fully recognize any offsets or credits under this Lease);

(ii) subject to any offsets (other than the Special Offset Amounts, as defined in Section 19.2(b)) or defenses which Tenant may have had against any prior landlord, except (A) the foregoing shall not operate to cut off defenses or offsets Tenant may have in relation to any breach, act or omission of the landlord which continues after the Foreclosure Date (but such defenses and/or offsets shall apply only to the extent such breach, act or omission continues after such Senior Lienor assumes title); Senior Lienor shall not be relieved of the obligation to comply with all of the landlord's obligations under the Lease accruing from and after the Foreclosure Date, irrespective of whether the original non-compliance with any such obligation arose prior to and is continuing as of the Foreclosure Date, or arose on or after the Foreclosure Date (provided however that if such obligation arose prior to the Foreclosure Date, such Senior Lienor shall not be deemed in default until after the provision of any notice of default required by this Lease to such Senior Lienor, and its failure to cure same within the cure period provided for herein), and (B) as set forth in clause (b), above and subclause (vi) below;

(iii) bound by any payment of Rent or Additional Rent by Tenant for a period greater than one (1) month in advance made without Senior Lienor's prior written consent (unless actually received by, or otherwise in the control of, such Senior Lienor);

(iv) bound by any amendment or modification of the Lease which reduces rent or charges payable under this Lease or shortens or lengthens the term thereof or otherwise materially affects the rights of Landlord (in more than a de minimis manner) and made after the Mortgage or Superior Lease was recorded (or earlier, if Tenant was notified earlier) without Senior Lienor's prior written consent, if and to the extent required by the Senior Lienor's loan documents;

(v) liable for the Security Deposit given by Tenant to a prior landlord (including Landlord) unless such Security Deposit is actually delivered to Senior Lienor by the prior landlord or otherwise in the control of Senior Lienor; or

(vi) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord's interest, other than the Special Offset Amounts (including any unpaid portion of Landlord's Contribution). In addition, Tenant shall not be required to name Landlord or Senior Lienor as Tenant's attorney-in-fact for any reason, nor pay any attorneys fees or servicing charges or expenses related to the Non-Disturbance Agreement or any estoppel certificate. Landlord and Tenant agree that, notwithstanding any of the foregoing provisions to the contrary, Exhibit E shall constitute a commercially reasonable form of Non-Disturbance Agreement that is acceptable to each of them and that may be used and/or delivered in connection with any Mortgage or Superior Lease, so long as such Non-Disturbance Agreement is recorded in the applicable land records.

(e) that, if Senior Lienor shall become the owner of the Property, or the Property shall be sold by reason of non-judicial or judicial foreclosure or

other proceedings brought to enforce the Mortgage, or the Property shall be conveyed by deed in lieu of foreclosure, Tenant agrees to pay all Rent directly to Senior Lienor in accordance with this Lease promptly upon receipt of written notice from Senior Lienor. Tenant further agrees to pay all Rent directly to Senior Lienor immediately upon notice that Senior Lienor is exercising its rights to such Rent under the Mortgage or any other loan documents (including but not limited to any Assignment of Leases and Rents) following a default by Landlord or other applicable party and Landlord acknowledges the same. Notwithstanding the foregoing, Tenant shall be under no obligation to ascertain whether a default by Landlord has occurred under the Mortgage or any other loan documents or whether such demand by Senior Lienor is permitted under the loan documents, and Landlord waives any right, claim or demand it may now or hereafter have against Tenant by reason of such direct payment to Lender and agrees that such direct payment to Lender shall discharge all obligations of Tenant to make such payment to Landlord and if Tenant makes such payment, Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all Losses which Tenant may incur by reason of same.

ARTICLE 11
SERVICES AND UTILITIES

Section 11.1 Building Services.

(a) Prior to the Commencement Date, Landlord at Landlord's sole cost and expense shall maintain the interior temperature of the Building above thirty-two degrees Fahrenheit (32(0)F), perform preventative maintenance to the Building Systems, and service the Building with a part-time engineer reasonably sufficient to protect the Building and the Building Systems.

(b) Throughout the Term, Landlord shall maintain the Premises in a first-class manner consistent with Comparable Buildings, shall operate all Building Systems consistent with the Plans and Specifications, and, subject to Unavoidable Delays, all Requirements, the provisions of this Article

11 and the approved Operating Budget, and shall furnish, or cause to be

furnished, the following services ("Building Services"):

(i) Subject to the provisions of Section 11.2, normal and usual electricity for interior and exterior lighting purposes for the Building, the Parking Garage, surface parking areas and Common Areas, and the operation of ordinary office equipment and HVAC service and lighting in accordance with the design capabilities of the Building and such other services to the Building (all in accordance with the Base Building Construction Documents), the Parking Garage, surface parking areas and Common Areas as may be required under this Lease;

(ii) Public lavatory facilities and adequate supplies for toilet rooms throughout the Premises;

(iii) In accordance with the specifications contained within the Base Building Construction Documents, hot and cold running water in toilet rooms, kitchens and pantries throughout the Premises as well as sufficient running water for HVAC and other applicable uses;

(iv) Heating, ventilating and air-conditioning to the Building (zoned Floor-by-Floor) during Business Hours, in accordance with the specifications attached as Exhibit L;

(v) Automatically operated elevator service (with at least eight (8) passenger elevators and one freight elevator) twenty-four (24) hours a day, seven days a week;

(vi) Building Standard lighting fixtures, electric bulbs and fluorescent tubes in light fixtures in the Premises (including the Parking Garage and the Land);

(vii) A controlled access security system for the Premises (including the Parking Garage) permitting access thereto twenty-four (24) hours a day, three hundred sixty-five (365) days a year, via a Kastle or similar key-card system, including key-cards for such system and Building concierge/security personnel during Business Hours;

(viii) Landscaping maintenance, road and driveway repair, and snow removal;

(ix) Janitorial and char services to the Premises (including the cafeteria, kitchen and dining area, however, if the Building is occupied by more than one (1) tenant, such services shall be considered a "tenant extra" to be paid for directly by Tenant and Operating Expenses will be appropriately reduced on account thereof), including trash removal and recycling, Monday through Friday, excepting holidays, in accordance with the cleaning specifications attached hereto as Exhibit F;

(xi) Operational fire alarm and life safety systems (which, to the extent applicable, shall include telecommunications systems which are a part of such systems) in accordance with applicable Requirements; and

(x) Utility and other service to the Parking Garage for purposes of lighting, ventilation (if any).

(c) Landlord agrees to seek at least three competitive bids from a list of qualified service providers reasonably acceptable to Tenant for any service or work provided to the Premises, other than service or work related to fire alarms and other life safety equipment, Building management or any other services not included in Operating Expenses. Landlord shall select in its reasonable discretion the lowest responsive bid from among the qualified bidders. All costs of providing Building Services shall be included as an Operating Expense, unless specifically excluded in Article 8 or separately

charged to Tenant. Provided Tenant gives Landlord notice at

least thirty (30) days in advance, Tenant shall have the right at its sole option to temporarily or permanently increase, reduce the scope of janitorial services, security services, or other Building Services relating to Discretionary Expenses to be provided and/or performed by Landlord for Tenant's benefit pursuant to this Lease, for such period as Tenant may desire, and with Tenant to pay the additional cost, or receive any economic benefit, that results therefrom (in the form of an increase or reduction in Operating Expenses, as the case may be). Any such service which Tenant may elect to reduce, curtail or eliminate during the Term hereof is hereinafter referred to as a "Reduced Service". Notwithstanding the foregoing: (i) Tenant shall not have the right to require Landlord to temporarily or permanently reduce, curtail or eliminate any services deemed by Landlord in its good faith judgment to be necessary or appropriate for the proper operation, maintenance and repair of the Premises in a condition comparable to Comparable Properties, and (ii) the cleaning and janitorial services provided by such third party provider comply with the standards set forth in Exhibit F.

(d) Landlord agrees, on an ongoing basis throughout the Term, to consult with Tenant, and to afford Tenant the opportunity to provide meaningful input regarding the scope of services and amenities supplied to the Building and Waterview, including providing Tenant, as appropriate, with status reports regarding such services and amenities, and considering in good faith, and accommodating where reasonably possible, Tenant's reasonable suggestions, subject to applicable provisions of the Association Declaration.

Section 11.2 Utilities. For so long as Tenant leases one hundred percent

(100%) of the Agreed Area of the Building, all utilities serving the Premises shall be separately metered to, and paid by, Tenant. Subject to Section 7.4, Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of utilities furnished to the Building by reason of any requirement, act or omission of any public utility providing the Premises with utilities unless resulting from Landlord's failure to make payment for same. Tenant's use of electrical energy in the Building shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Building, as set forth on Exhibit L. Tenant shall not install or

operate in the Building any electrically operated equipment which uses electric current in excess of such capacity without Landlord's prior consent, which consent may be conditioned upon Tenant's agreement to pay an additional charge to pay the actual, arms-length cost of any additional wiring or electrical equipment or installations which may be required for the operation of such equipment. Any feeders or risers to supply Tenant's electrical requirements in addition to those originally installed in accordance with the Plans and Specifications, and all other equipment proper and necessary in connection with such feeders or risers, shall be installed by Landlord upon Tenant's request, at the cost and expense of Tenant, but only if, in Landlord's reasonable judgment, such additional feeders or risers are permissible under all Requirements and the installation of such feeders or risers will not materially adversely affect the Building or cause or create a dangerous condition.

Section 11.3 Payment of Cost of Utilities. Commencing on the Last Rent

Commencement Date and continuing thereafter throughout the Term, the cost of all

utilities for the Premises, including electricity used for lighting the exterior of the Building and surface walkways and parking areas and landscaped areas on the Land adjacent to the Building, shall be included in Operating Expenses. During the Partial Term it is agreed that Landlord shall be responsible for utility costs, except that Tenant shall be responsible for the utility costs relating to the Floors then occupied by Tenant. Landlord shall obtain billings and meter readings for utilities as of the Business Day closest to, but preceding, each Rent Commencement Date to aid in the proration of the cost of utilities. If billings or meter readings as of the Business Day preceding the Last Rent Commencement Date are not obtained for a utility, the charges for such utility shall be prorated as of the Last Rent Commencement Date on a per diem basis in accordance with the first (1st) bills for such utility rendered after the Last Rent Commencement Date. The cost of utilities shall be prorated at the expiration of the Term in the same manner as set forth above and Tenant's obligation to reimburse Landlord for the per diem charges for utilities for the period up to and including the last day of the Term shall survive the expiration of the Term or earlier termination of this Lease.

Section 11.4 Payment of Association Costs. The fees and other costs with

respect to services provided to or for the benefit of the Premises by the Association shall be paid to the Association by Landlord and included in Operating Expenses. If during the Partial Term Landlord is billed for such fees and costs, Landlord shall equitably determine Tenant's share of such fees and costs based upon the number of Floors for which a Rent Commencement Date has occurred, and such pro-rated amount shall be included in Operating Expenses. The fees and other costs with respect to services provided to or for the benefit of the Premises by the Association shall be prorated at the expiration of the Term and Tenant's obligation to reimburse Landlord for such fees and costs up to and including the last day of the Term shall survive the expiration of the Term or earlier termination of this Lease.

Section 11.5 Building Management.

(a) Subject to Section 11.5(c) hereof, Landlord's Agent, or such other Person as Landlord shall select subject to Tenant's reasonable approval, which approval shall only be required if Tenant is leasing at least seventy five percent (75%) of the Agreed Area of the Building, shall provide building management services customary in Comparable Buildings. Landlord's Agent's fee shall equal to three percent (3%) per annum of the Fixed Rent plus Tenant's Proportionate Share of Operating Expenses and Taxes payable under the Lease. Such fee to Landlord's Agent shall be included in Operating Expenses.

(b) So long as Tenant is leasing at least one hundred percent (100%) of the Agreed Area of the Building, Landlord's provision of building management services shall be subject to the following: (1) Tenant shall have the right to prescribe objective reasonable job-related requirements for every individual who is an employee of the building management company and who is providing on-site management services, up to and including the manager of the Building; (2) Landlord shall enforce such requirements including, at the request of Tenant, replacing the individual serving as manager of the Building, for continued non-performance of such person's duties;

(3) Landlord shall advise Tenant of all status changes relating to the management personnel for the Building; and (4) Landlord shall provide Tenant with the names of two employees of Landlord not directly involved in the Building's day-to-day management (one in Virginia and one in New York) who will assist Tenant with any concerns relating to the Building management. Landlord and/or the management company shall have the sole right to hire, fire, evaluate, promote and discipline Building management personnel; provided, however, that Tenant may reasonably request that any such personnel be reassigned to duties unrelated to the Premises, so long as such action may be taken in a non-discriminatory manner.

(c) Notwithstanding any provision of this Lease to the contrary, so long as Tenant leases seventy-five percent (75%) of the Agreed Area of the Building, in the event that Landlord shall at any time cease to be an Affiliate of Tishman Speyer Properties, L.P., or vice versa, then Tenant shall have the right to select the manager of the Premises, subject to the reasonable approval of Landlord, at reasonable and customary market rates.

(d) Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor its agents shall be liable for any damage to such property, or for the loss of or damage to any property of Tenant by theft or otherwise.

Section 11.6 Vermin. Landlord shall cause the Premises to be exterminated

upon request of Tenant by licensed exterminators. The cost thereof shall be included in Operating Expenses to the extent permitted by Article 8.

Section 11.7 Additional Utilities. If Tenant requires Building Services

other than during Business Hours, Landlord shall provide such additional Building Service(s) upon reasonable prior notice (which may be oral) therefor. In the case of after-hours HVAC service, such request shall be effected by use of an automatic dial-in feature which is part of the Base Building HVAC system. Tenant shall reimburse Landlord for such additional Building Service(s), as Additional Rent, at the actual direct cost of such additional Building Service(s) to Landlord.

Section 11.8 Shuttle Bus Service. Landlord covenants that not later than

the first Rent Commencement Date, a shuttle bus service for the non-exclusive benefit of Tenant shall be provided in accordance with Woodland Park's tenants' reasonable ridership requirements. The shuttle bus shall at a minimum provide bus service to the future Route 28/CIT or Herndon/Monroe Metrorail Station, but the exact bus route and stops shall be established by Landlord taking into consideration Tenant's reasonable requirements and the needs of other users within Woodland Park. The actual cost of such service (without mark-up by Landlord) shall be payable as an Operating Expense among the office tenants of Woodland Park. The cost will be billed on a pro rata basis, based on the relative square footage of the tenants' respective premises, or other reasonable allocation criteria if square footage is not a reasonable and appropriate method of cost allocation. The use of such shuttle service will be restricted to those

tenants and/or occupants of Woodland Park who contribute to the cost thereof, through the use of identification badges, user cards or other appropriate means. So long as Tenant leases at least seventy five percent (75%) of the Agreed Area of the Building, any decision to expand or reduce the usage of the shuttle service shall be made by Landlord in good faith and only after consultation with Tenant and with due consideration of Tenant's reasonable ridership requirements. Notwithstanding the foregoing, Tenant shall have the right to opt-out of the shuttle bus service set forth in this section (and in such event, the shuttle bus service shall not be includable as an Operating Expense), upon not less than thirty (30) days written notice to Landlord.

ARTICLE 12
INSURANCE

Section 12.1 Tenant's Insurance.

(a) Tenant, at its expense, shall obtain (or cause to be obtained) and keep in full force and effect during the Term on and after the Commencement Date:

(i) a policy of commercial general liability insurance on an occurrence basis against claims for bodily injury (including death) and for property damage occurring in or about the Premises for which Tenant is legally liable, and including actions of the employees, contractors, subcontractors, invitees, agents and others working on behalf of Tenant, under which Tenant is named as the insured and Landlord, Landlord's Agent and any Mortgagees and Lessors whose names shall have been furnished by Landlord to Tenant from time to time are named as additional insureds, which insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord's Agent or any Mortgagees or Lessors named as additional insureds, and Tenant agrees to obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in Article 29 hereof. The minimum limits of liability shall be a combined single

limit with respect to each occurrence in an amount of not less than Twenty-Five Million Dollars (\$25,000,000). The deductible for such policy shall in no event exceed Ten Thousand Dollars (\$10,000) at any time. If the aggregate limit of such coverage is reduced by the payment of a claim or establishment of a reserve equal to or greater than fifty percent (50%) of the annual aggregate, Tenant shall immediately arrange to have the aggregate limit restored by endorsement to the existing policy or the purchase of an additional insurance policy unless, in Landlord's reasonable judgment, Tenant maintains sufficient excess liability insurance with a "drop-down" endorsement to satisfy the liability requirements of this Lease without the reinstatement of the aggregate limit;

(ii) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "all risk" property insurance policies, insuring Tenant's Property and all Specialty

Alterations for the full replacement cost thereof, having a deductible amount, if any, as reasonably determined by Tenant, but in no event greater than \$25,000;

(iii) during the performance of any Alteration, including the Initial Installations, until completion thereof, builder's risk insurance on an "all risk" basis and on a completed value form including a Permission to Complete and Occupy endorsement, for full replacement value covering the interest of Landlord and Tenant and any Mortgagee or Lessor of which Tenant has been given notice in all work incorporated in the Building and all materials and equipment in or about the Premises;

(iv) Workers' Compensation Insurance, as required by law;

(v) Business Interruption Insurance; and

(vi) such other insurance in such amounts as Landlord and/or any Mortgagee or Lessor may reasonably require from time to time and is then being customarily required of tenants in Comparable Buildings.

(b) All insurance required to be carried by Tenant pursuant to the terms of this Lease (i) shall contain a provision that (x) only material statements or acts that would ordinarily void or suspend coverage will adversely affect the rights of the offending party, (y) the policy shall be noncancellable and/or no material change in coverage shall be made thereto unless Landlord and Mortgagees and Lessors which are additional insureds or loss payees thereunder shall have received thirty (30) days (ten (10) days written notice for non-payment) prior written notice of the same, and (z) Tenant shall be solely responsible for the payment of all premiums under such policies and Landlord and Mortgagees and Lessors shall have no obligation for the payment thereof, and (ii) shall be effected under valid and enforceable policies issued by reputable and independent insurers authorized to do business in the Commonwealth of Virginia and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a "Best's Rating" of "A-" and a "Financial Size Category" of at least "X" or, if such ratings are not then in effect, the equivalent thereof.

(c) On or prior to the initial Rent Commencement Date (or, if earlier, the date that Tenant takes actual possession of the Premises), Tenant shall deliver to Landlord appropriate policies of insurance, including evidence of waivers of subrogation required to be carried by each party pursuant to this Article 12. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least five (5) days prior to the expiration of such policy. In lieu of the policy of insurance required to be delivered to Landlord pursuant to this Article 12 (the "Policy"), Tenant may deliver to Landlord a certification from Tenant's insurance company (on the form currently designated "Accord 27," or the equivalent, rather than on the form currently designated "Accord 25-S," or the equivalent) which shall be binding on Tenant's insurance company, and which shall expressly provide that such certification (i) conveys to Landlord and any other named insured and/or additional insureds thereunder (the

"Insured Parties") all the rights and privileges afforded under the Policy as primary insurance, and (ii) contains an unconditional obligation of the insurance company to advise all Insured Parties in writing at least thirty (30) days in advance of any termination or change to the Policy that would affect the interest of any of the Insured Parties.

Section 12.2 Landlord's Insurance.

(a) During the construction of the Base Building Work and continuing until the completion thereof, Landlord shall maintain, at Landlord's expense, builder's risk insurance on an "all risk" basis and on a completed value form including a Permission to Complete and Occupy endorsement, for full replacement value covering the interest of Landlord and Tenant, as their interests may appear, in all work incorporated in the Building and all materials and equipment in or about the Premises.

(b) Throughout the Term, Landlord shall maintain, as an Operating Expense, standard All Risk Coverage insurance on the Premises, including the Base Building, Initial Installations and subsequent Alterations and any improvements and betterments which may be made on behalf of or paid by the Tenant to the extent that same are customarily insurable as part of the realty (but excluding Tenant Property and Specialty Alterations) insuring against such perils as are insured against under such policies for the full replacement cost thereof; provided, however, Landlord shall only be required to maintain insurance for Initial Installations and Alterations to the extent Tenant has provided Landlord the Initial Installations Construction Documents, the construction documents for any Alteration, and reasonably detailed schedules reasonably satisfactory to Landlord's insurer, describing the property to be insured. Without limitation, such insurance shall include: (i) insurance on the Building and other improvements and Landlord's property therein against fire and casualty and other risks as may be included in all-risk coverage casualty insurance in an amount equal to full replacement cost of the Building and the Parking Garage (exclusive of footings and foundations), and rent loss insurance protecting Landlord against abatement or loss of rent in an amount equal to the Rent paid by Tenant under this Lease for a period of eighteen (18) months; (ii) commercial general liability insurance on an occurrence basis against claims for bodily injury (including death) and for property damage occurring in or about the Premises for which the Landlord is legally liable and including actions of the employees, contractors, subcontractors, invitees, agents and others working on behalf of the Landlord, under which Landlord is named as the insured and Tenant is named as additional insured; (iii) broad form boiler and machinery insurance covering property damage; (iv) blanket, broad-form contractual liability coverage to insure Landlord's indemnity obligations set forth in Article 29 hereof; and (v) such other insurance as it is or may become customary

for owners of Comparable Buildings to carry for loss of or damage to the property, or liability arising therefrom. If the aggregate limit of such coverage is reduced by the payment of a claim or establishment of a reserve equal to or greater than fifty percent (50%) of the annual aggregate, Landlord shall immediately arrange to have the aggregate limit restored by endorsement to the existing policy or the purchase of an additional insurance policy unless, Landlord maintains sufficient excess liability

insurance with a "drop-down" endorsement to satisfy the liability requirements of this Lease without the reinstatement of the aggregate limit;

(c) All insurance required to be carried by Landlord pursuant to the terms of this Lease (i) shall contain a provision that (x) only material statements or acts that would ordinarily void or suspend coverage will adversely affect the rights of the offending party, (y) the policy shall be noncancellable and/or no material change in coverage shall be made thereto unless Tenant and Mortgagees and Lessors which are additional insureds or loss payees thereunder shall have received thirty (30) days prior notice of the same, and (z) Landlord shall be solely responsible for the payment of all premiums under such policies and Tenant and Mortgagees and Lessors shall have no obligation for the payment thereof, and (ii) shall be effected under valid and enforceable policies issued by reputable and independent insurers authorized to do business in the Commonwealth of Virginia and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation), as having a "Best's Rating" of "A-" or better and "Financial Size Category" of at least X or, if such ratings are not then in effect, the reasonable equivalent thereof. The deductible on Landlord's All Risk Coverage Insurance shall not exceed Twenty-Five Thousand Dollars (\$25,000) or such greater amount as may customarily be accepted from time to time by prudent owners of Comparable Buildings.

(d) The actual cost of premiums for all insurance maintained by Landlord (other than builders risk insurance) pursuant to the foregoing subsection (b) shall be included in Operating Expenses.

(e) On or prior to the initial Rent Commencement Date, Landlord shall deliver to Tenant appropriate policies or certificates of insurance, including evidence of waivers of subrogation required to be carried by each party pursuant to this Article 12. Evidence of each renewal or replacement of a policy shall be delivered by Landlord to Tenant at least five (5) days prior to the expiration of such policy.

Section 12.3 Other. In the event either party does not procure the insurance required to be procured by such party (the "Deficient Party") under by this Lease, or keep the same in full force and effect, and the same is not corrected within five (5) Business Days following actual receipt of written notice thereof from the other party (the "Notifying Party"), then the Notifying Party may, but shall not be obligated to, purchase the necessary insurance and pay the premium. The Deficient Party shall repay to the Notifying Party any and all reasonable expenses (including attorneys' fees) and damages which the Notifying Party may sustain by reason of the failure of the Deficient Party to obtain and maintain such insurance.

Section 12.4 Umbrella Coverage. Notwithstanding anything to the contrary contained in Section 12.1 or Section 12.2, Landlord's or Tenant's obligations to maintain the insurance therein required may be brought within the coverage of a so-called blanket policy or policies of insurance together with other properties owned by Landlord or Landlord's Affiliates or Tenant or Tenant's Affiliates, as the case may be, provided that, except as otherwise approved by the other party hereto in writing, (a) the coverage

thereby afforded will not be reduced or diminished from that which would exist under a separate policy meeting all other requirements of this Lease, and (b) with respect to Landlord, only that portion of the costs of such insurance appropriately allocable to the Premises shall be included in Operating Expenses.

Section 12.5 Waiver of Subrogation. Landlord and Tenant shall each

procure an appropriate clause in or endorsement to any property insurance covering the Premises and personal property, fixtures and equipment located therein, wherein the insurance companies shall waive subrogation or consent to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by such property insurance; provided, however, that the release, discharge, exoneration and covenant not to sue contained herein shall be limited by and coextensive with the terms and provisions of the waiver of subrogation or waiver of right of recovery. If either party shall be unable to obtain the inclusion of such clause even with the payment of a reasonable additional premium, including from an alternative insurer (except in the case of blanket coverage), then such party shall attempt to name the other party as a loss payee under the policy. If it shall not be possible to have the other party named as a loss payee, even with the payment of a reasonable additional premium, then the first (1st) party shall not be required to obtain such waiver of subrogation or consent to waiver provision and such party shall so notify the first (1st) party and the first (1st) party's agreement to name the other party as an additional insured shall, except as otherwise expressly provided herein, be satisfied. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) Tenant's Property and Specialty Alterations, and (ii) any loss suffered by Tenant due to interruption of Tenant's business. Landlord acknowledges that Tenant shall not carry insurance on, and shall not be responsible for, any loss suffered by Landlord due to interruption of Landlord's business.

ARTICLE 13
DESTRUCTION - FIRE OR OTHER CAUSE

Section 13.1 Restoration. If the Premises are damaged by fire or other

casualty, or if the Building or Parking Garage is damaged such that Tenant is deprived of reasonable access thereto, the damage shall be repaired by Landlord, at its expense, to substantially the condition of the Premises prior to the damage, subject to customary requirements of any Mortgage or Superior Lease regarding placement of proceeds into trust, submitting requisitions, etc., but Landlord shall have no obligation to repair or restore (i) Tenant's Property or (ii) except as provided in this Article 13, any Alterations to the Premises, to

the extent such Alterations exceed the Minimum Build-Out Standards set forth on Schedule C-4 of the Design and Construction Agreement ("Above Building Standard

Installations"). Provided no uncured Material Default shall then exist, and provided Tenant timely delivers to Landlord either Tenant's Restoration Payment (as hereinafter defined) or the Restoration Security (as hereinafter defined) or Tenant expressly waives any obligation of Landlord to repair or restore any of Tenant's Above Building Standard Installations, then until the restoration of the Premises is Substantially Completed or would have been Substantially Completed but for Tenant

Delay, Fixed Rent, Tenant's Tax Payment and Tenant's Operating Expense Payment shall be reduced in the proportion by which the Agreed Area of the part of the Building which is not usable (or accessible) and is not used by Tenant in the ordinary course bears to the total area of the Building.

As a condition precedent to Landlord's obligation to repair or restore any of Tenant's Above Building Standard Installations, Tenant shall (i) pay to Landlord upon demand a sum ("Tenant's Restoration Payment") equal to the amount, if any, by which (A) the cost, as estimated by a reputable independent contractor designated by Landlord, of repairing and restoring all Alterations in the Premises to their condition prior to the damage, exceeds (B) the cost of restoring the Premises with Minimum Build-Out Installations, or (ii) furnish to Landlord security (the "Restoration Security") in form and amount reasonably acceptable to Landlord to secure Tenant's obligation to pay all costs in excess of restoring the Premises with Minimum Build-Out Installations. If Tenant shall fail to deliver to Landlord either (1) Tenant's Restoration Payment or the Restoration Security, as applicable, or (2) a written waiver by Tenant of all of Landlord's obligations to repair or restore any of the Above Building Standard Installations, in either case within fifteen (15) days after Landlord's demand therefor, Tenant's abatement of Fixed Rent, Tenant's Tax Payment and Tenant's Operating Expense Payment shall cease commencing as of the sixteenth (16th) day after Landlord's demand, and shall resume upon delivery to Landlord of Tenant's Restoration Payment or the Restoration Security, or such written waiver, as the case may be. Nothing set forth in this Section 13.1 shall be interpreted to limit Landlord's right to repair or restore all or any portion of the Premises at such time and in such manner as Landlord deems appropriate, and no such repair or restoration shall constitute a waiver by Landlord of any of Landlord's rights set forth in this Section 13.1 or elsewhere in this Lease.

Section 13.2 Landlord's Termination Right. Notwithstanding anything to

the contrary contained in Section 13.1, if the Premises are totally damaged or are rendered wholly untenable, then in either of such events, Landlord may, not later than sixty (60) days following the date of the damage, terminate this Lease by notice to Tenant, provided that if the Premises are not damaged, Landlord may not terminate this Lease unless Landlord similarly terminates the leases of other tenants in the Building (if any) aggregating at least 50% of the portion of the Building occupied for office purposes immediately prior to such damage. If this Lease is so terminated, (a) the Term shall expire upon the thirtieth (30th) day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant's liability for Rent shall cease as of the date of the damage, and (d) any prepaid Rent for any period after the date of the damage shall be refunded by Landlord to Tenant.

Section 13.3 Tenant's Termination Right. If the Premises (or any portion

thereof) are damaged and are thereby rendered wholly untenable, or if the Building or Parking Garage shall be so damaged that Tenant is deprived of reasonable access thereto, and if Landlord does not terminate pursuant to Section 13.2, Landlord shall, within sixty (60) days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "Restoration Notice") to Tenant of the date by which such contractor or architect estimates the restoration of the Premises (excluding

any Above Building Standard Installations) shall be Substantially Completed. If such date, as set forth in the Restoration Notice, is more than eighteen (18) months from the date of such damage (with no extension for force majeure), or if Landlord fails to timely provide the Restoration Notice, then Tenant shall have the right to terminate this Lease by giving notice (the "Termination Notice") to Landlord not later than thirty (30) days following delivery of the Restoration Notice to Tenant. If Tenant delivers a Termination Notice, this Lease shall be deemed to have terminated as of the date of the giving of the Termination Notice.

Section 13.4 Final Eighteen (18) Months. Notwithstanding anything set forth to the contrary in this Article 13, in the event that any damage rendering the Building or Premises wholly untenable occurs during the final eighteen (18) months of the Term (as the same may then have been extended pursuant to Article 31), either Landlord or Tenant may terminate this Lease by notice to the other party within thirty (30) days after the occurrence of such damage and this Lease shall expire on the thirtieth (30th) day after the date of such notice. For purposes of this Article 13, the Premises shall be deemed "wholly untenable" if due to such damage, Tenant shall be precluded from using more than fifty percent (50%) of the Premises for the conduct of its business and Tenant's inability to so use the Premises is reasonably expected to continue until at least the earlier of the (a) Expiration Date and (b) the one hundred eightieth (180th) day after the date when such damage occurs.

Section 13.5 Landlord's Liability. None of Landlord, its agents or any Mortgagee or Lessor shall be liable for any injury or damage to persons or property or interruption of Tenant's business resulting from fire or other casualty, any damage caused by other tenants or persons in the Building or by construction of any private, public or quasi-public work, or any latent defect in the Premises (except to the extent expressly provided in this Article 13 or elsewhere in this Lease). No penalty shall accrue for delays which may arise by reason of adjustment of fire insurance on the part of Landlord or Tenant, or for Unavoidable Delay arising from any repair or restoration of any portion of the Premises, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of any such repair or restoration, provided that Landlord shall have no obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever, unless requested by Tenant and then at Tenant's sole expense.

ARTICLE 14
EMINENT DOMAIN

Section 14.1 (a) Total Taking. If all or substantially all of the Premises shall be acquired or condemned for any public or quasi-public purpose, other than on a temporary basis, this Lease shall terminate and the Term shall end as of the date of the vesting of title, with the same effect as if such date were the Expiration Date, and Rent shall be prorated and adjusted as of such date.

(b) Partial Taking. If only a part of the Premises shall

be acquired or condemned then, except as hereinafter provided in this Article 14,

this Lease and the Term shall continue in full force and effect, provided that from and after the date of the vesting of title, the Rent shall be equitably reduced to reflect the reduction of the Premises as a result of such acquisition or condemnation.

(c) Tenant's Termination Right. If (i) the part of the

Premises so acquired or condemned contains more than twenty-five percent (25%) of the total area of the Building or more than twenty-five percent (25%) of the total parking spaces (unless other parking reasonably satisfactory to Tenant is arranged by Landlord) immediately prior to such acquisition or condemnation and such condemnation lasts for a period of 120 days, or (ii) if, by reason of such acquisition or condemnation, Tenant no longer has reasonable means of access to the Premises (including the Building and the Parking Garage) for more than 120 consecutive days, then Tenant may terminate this Lease by notice to Landlord given within thirty (30) days following the date upon which Tenant received notice of such acquisition or condemnation. If Tenant so notifies Landlord, this Lease shall end and expire upon the thirtieth (30/th/) day following the giving of such notice. If a part of the Premises shall be so acquired or condemned and this Lease and the Term shall not be terminated in accordance with this Section 14.1 Landlord, at Landlord's expense, but without requiring Landlord to spend more than it collects as an award, shall, subject to the provisions of any Mortgage or Superior Lease, restore that part of the Premises not so acquired or condemned to a self-contained rental unit as substantially equivalent as reasonably possible (with respect to character, quality, appearance and services) to that which existed immediately prior to such acquisition or condemnation, excluding Tenant's Property and/or Specialty Alterations and Fixed Rent shall be equitably reduced for the balance of the Term. Notwithstanding the foregoing, in the event that the portion of the Premises to be restored or reconstructed exceeds twenty-five percent (25%) of the total rentable square feet of the Building, Landlord shall not be obligated to restore or reconstruct the Premises following condemnation unless Tenant so requests and (i) Landlord is able to finance the cost of such restoration or reconstruction upon commercially reasonable terms and within one hundred eight (180) days after Landlord initiates (and thereafter diligently pursues) its attempt to secure such financing, including obtaining a commitment therefor, and (ii) if the balance of the Term then remaining is less than ten (10) years, Tenant, simultaneously with such request, agrees to extend the Term of the Lease for the next unexercised Extension Period or, if the Term is then in the last Extension Period, for an additional period as will provide a term of ten (10) years from the date of such request.

(d) Apportionment of Rent. Upon any termination of this

Lease pursuant to the provisions of this Article 14, Rent shall be apportioned

as of, and shall be paid or refunded up to and including, the date of such termination. This provision shall survive expiration or earlier termination of the Lease.

Section 14.2 Awards. Upon any acquisition or condemnation of all or any

part of the Premises, Landlord shall receive the entire award for any such acquisition or condemnation, and Tenant shall have no claim against Landlord or the condemning

authority for the value of any unexpired portion of the Term; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this Article 14 shall be deemed to prevent Tenant from making a separate claim

in any condemnation proceedings for the then value of any Tenant's Property or Alterations paid for by Tenant included in such taking and for any moving expenses or business interruption, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

Section 14.3 Temporary Taking. If all or any part of the Premises is

acquired or condemned for less than 120 days during the Term for any public or quasi-public use or purpose, Tenant shall give prompt notice to Landlord and the Term shall not be reduced or affected in any way and Tenant shall perform all of its other obligations under this Lease, except to the extent prevented from doing so by the condemning authority, provided that Rent shall be proportionally abated for the amount of time any such part of the Premises is unusable by Tenant and Tenant shall be entitled to receive any award or payment from the condemning authority for such use.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

Section 15.1 (a) Permitted Transfer.

(i) Notwithstanding any other provision hereof to the contrary, provided Tenant is leasing one hundred percent (100%) of the Agreed Area of the Building and no uncured Material Default shall exist at the time Tenant enters into an agreement to sublease, Landlord's consent shall not be required (and no profits shall be shared) in the event that the area of any proposed sublease, when combined with the area of all portions of the Premises then under sublease (exclusive of all areas of the Premises subleased to Affiliates of Tenant), does not exceed 100,000 rentable square feet of the Building (the "Threshold"). Upon request, Tenant shall provide Landlord with prompt notice of any subleases beneath the Threshold.

(ii) Tenant may also, at any time and from time to time, without the consent of Landlord (and without profit sharing), permit any Tenant Affiliate to sublet all or part of the Premises, or take an assignment of this Lease, for any Permitted Use. Such sublease or assignment shall not relieve, release, impair or discharge any of Tenant's obligations hereunder. Upon request by Landlord from time to time, Tenant shall provide a list of all Tenant Affiliates then occupying any portion of the Premises, such list to be certified by Tenant as being true and correct.

(b) Restricted Assignment or Subletting. Except as

expressly set forth in Section 15.1(a) above, Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise, and shall not sublet (or underlet), or permit the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior consent in each instance, which consent shall be granted or withheld in

accordance with Section 15.3 hereof. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Article 15

shall be void.

(c) Collection of Rent. If, without Landlord's consent

where Landlord's consent is required, this Lease is assigned, or any part of the Premises is sublet or occupied by anyone other than Tenant, or this Lease or the Premises is encumbered (by operation of law or otherwise), Landlord may collect rent from the assignee, subtenant or occupant, and shall apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this Article 15, an acceptance of the assignee,

subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's covenants hereunder. Tenant shall remain fully liable for the obligations under this Lease.

(d) Further Assignment/Subletting. Landlord's consent to

any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express consent to any further assignment or subletting when required pursuant to this Lease, or to any modifications or amendments to previously approved assignments or subleases if such consent would have been required had such sublease been a new sublease, as to which Landlord shall not unreasonably withhold, delay or condition its consent.

Section 15.2 Tenant's Notice. If Tenant desires to assign this Lease or

sublet all or any portion of the Premises to a Person, other than pursuant to Section 15.1(a), Tenant shall give prior written notice thereof to Landlord ("Tenant's Notice"), which shall be accompanied by (a) with respect to an assignment of this Lease, the date Tenant desires the assignment to be effective, (b) with respect to a sublet of all or a part of the Premises, (i) the material business terms on which Tenant would sublet such premises and (ii) a description of the portion of the Premises to be sublet, and (c) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, and reasonably current financial information with respect to the proposed assignee or subtenant, including its most recent financial statements, if such exist. Tenant's notice shall state in a conspicuous fashion that the failure to respond within eleven (11) Business Days after receipt or deemed receipt will constitute consent to the proposal sublease or assignment.

Section 15.3 Conditions to Assignment/Subletting.

(a) Provided no uncured Material Default shall then exist, in any case in which Landlord's consent to an assignment or subletting is required, such consent shall not be unreasonably withheld, conditioned or delayed beyond eleven (11) Business Days after Landlord's receipt of Tenant's Notice, provided that:

(i) Tenant shall, within thirty (30) days after demand, reimburse Landlord for all reasonable expenses incurred by Landlord in

connection with such assignment or sublease, including any investigations as to the acceptability of the proposed assignee or subtenant, reviewing any plans and specifications for Alterations proposed to be made in connection therewith, and all reasonable legal costs incurred in connection with the granting of any requested consent (such reimbursement shall not exceed \$2,500 per transaction); and

(ii) the proposed subtenant or assignee shall not be entitled to diplomatic or sovereign immunity, which such subtenant or assignee has not waived.

If Landlord fails to respond within such eleven (11) Business Days after Tenant's request, then Tenant's request shall be deemed approved. Any assignee of this Lease that meets the Secondary Financial Condition, and any Tenant Affiliate, shall maintain all of the rights and options (including renewal, expansion, signage, etc.) contained in this Lease in favor of Tenant. Landlord acknowledges that Tenant's rights and options shall continue notwithstanding any permitted sublease and whether Tenant may exercise same for its own use or as an accommodation to its subtenant.

(b) With respect to each and every subletting and/or assignment consented to, or deemed consented to, by Landlord under the provisions of this Lease, it is further agreed that:

(i) the form of the proposed instrument of assignment or sublease shall be reasonably satisfactory to Landlord and Tenant and shall comply with the provisions of this Article 15;

(ii) no sublease shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease;

(iii) no subtenant requiring Landlord's consent shall take possession of any part of the Premises until an executed counterpart of such sublease has been delivered to Landlord;

(iv) each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, it being the intention of Landlord and Tenant that Tenant shall assume and be liable to Landlord for any and all acts and omissions of all subtenants and anyone claiming under or through any subtenants which, if performed or omitted by Tenant, would be a default under this Lease; and

(v) Upon request, Tenant shall provide Landlord with a copy of any marketing materials produced by or for Tenant which publicize the availability of all or any portion of the Premises.

Section 15.4 Binding on Tenant; Indemnification of Landlord. Each sublease pursuant to this Article 15 shall be subject to all of the covenants, terms and conditions

of this Lease. Notwithstanding any assignment or subletting or any acceptance of Rent by Landlord from any assignee or subtenant, and irrespective of whether or not such assignments or sublettings required Landlord's consent, Tenant shall remain fully liable for the payment of all Rent due and for the performance of all the covenants, terms and conditions contained in this Lease on Tenant's part to be observed and performed. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all losses, liabilities, damages and expenses (including reasonable attorneys' fees and disbursements) resulting from any claims that may be made against Landlord by any brokers or other Persons claiming a commission or similar compensation in connection with the proposed assignment or sublease, irrespective of whether Landlord shall give or decline to give its consent to any proposed assignment or sublease in accordance with this Lease, or if Landlord shall exercise any of its options under this Article

15.
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Section 15.5 Tenant's Failure to Complete. If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver to Landlord such assignment or sublease within one (1) year after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of Section 15.2 hereof before assigning this Lease or subletting all or part of the Premises.

Section 15.6 Profits. If Tenant shall enter into any assignment or sublease permitted hereunder or consented to by Landlord (other than those to an Affiliate of Tenant or those with square footage to the extent below the Threshold), Tenant shall promptly, but in any event within thirty (30) days following the execution and delivery of such assignment or sublease, deliver to Landlord a complete list of Tenant's reasonable third-party brokerage fees, legal fees and architectural fees paid or to be paid in connection with such transaction, together with a list of all of Tenant's Property to be transferred to such assignee or sublessee. Tenant shall deliver to Landlord evidence of the payment of such fees promptly after the same are paid. In consideration of an assignment or subletting of one or more Floors to other than Tenant Affiliate (or portion of same) to the extent Tenant exceeds the Threshold, Tenant shall pay to Landlord:

(a) In the case of an assignment (other than to Tenant Affiliate), on the effective date of the assignment, an amount equal to fifty percent (50%) of all sums and other consideration (limited to rent or other sums that are not intended to be a disguised rental or sale amount, such as a reasonable furniture allowance, a reasonable technology fee, reasonable amenity usage fees, etc.) paid to Tenant by the assignee for or by reason of such assignment (including sums paid for the sale or rental of Tenant's Property which are intended to be a disguised sale or rental amount, less, in the case of a sale thereof, the then undepreciated value thereof as shown on Tenant's most recent tax returns and goodwill), after first deducting (i) Tenant's reasonable third-party brokerage fees, legal fees and architectural fees, (ii) the cost of rental concessions and tenant improvement allowances, (iii) the unamortized portion of Tenant's out-of-pocket costs for tenant improvements in such space in excess of Landlord's Contribution applicable to such space, (iv) the amount of prorated Rent applicable to such space paid during any period that such space is vacant, as certified

in writing by Tenant, and is being actively marketed by Tenant (provided Tenant has previously notified Landlord of its intent to assign), and (v) other costs, fees and expenses reasonably incurred in connection with such transaction.

(b) In the case of a sublease (other than to Tenant Affiliate), fifty percent (50%) of any consideration (limited to rent or other sums that are not intended to be a disguised rental or sale amount, such as a reasonable furniture allowance, a reasonable technology fee, reasonable amenity usage fees, etc.) payable under the sublease to Tenant by the subtenant which exceeds on a per square foot basis the Fixed Rent and Additional Rent accruing during the term of the sublease in respect of the subleased space (together with any sums paid for the sale or rental of Tenant's Property which are intended to be a disguised sale or rental amount, less, in the case of the sale thereof, the then undepreciated value thereof as shown on Tenant's most recent tax returns and goodwill) after first deducting (i) Tenant's reasonable third-party brokerage fees, legal fees and architectural fees, (ii) the cost of rental concessions and tenant improvement allowances, (iii) the unamortized portion of Tenant's out-of-pocket costs for tenant improvements in such space in excess of Landlord's Contribution applicable to such space, (iv) the amount of prorated Rent applicable to such space paid during any period that such space is vacant, as certified in writing by Tenant, and is being actively marketed by Tenant (provided Tenant has previously notified Landlord of its intent to sublease), and (v) other costs, fees and expenses reasonably incurred in connection with such transaction, and if such sublease is less than the entire Premises, the actual cost incurred by Tenant in separately demising the subleased space. The sums payable under this clause shall be paid by Tenant to Landlord as and when paid by the subtenant to Tenant. Such costs shall be amortized over the term of the sublease.

Section 15.7 (a) Transfers. If Tenant is a corporation, the transfer (by -----
one or more related transfers within a 6-month period) of a majority of the stock of Tenant shall be deemed a voluntary assignment of this Lease; provided, however, that, notwithstanding anything to the contrary set forth in this Section 15.7, the provisions of this Article 15 shall not apply to the transfer

of shares of stock or partnership, membership or other beneficial ownership interests of Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange, or is listed on the NASDAQ Stock Market, immediately prior to such transfer. For purposes of this Section 15.7 the term "transfers" shall be deemed to include the issuance of new stock which results in a majority of the stock of Tenant being held by a Person which does not hold a majority of the stock of Tenant on the date of such assignment or deemed assignment. If Tenant is a partnership (which, as of the date hereof, Tenant is not), the transfer (by one or more transfers) of a majority interest in the partnership shall be deemed a voluntary assignment of this Lease. If Tenant is a limited liability company, trust, or any other legal entity (which, as of the date hereof, Tenant is not), the transfer (by one or more transfers) of a majority of the beneficial ownership interests in such entity, however characterized, shall be deemed a voluntary assignment of this Lease. The provisions of Section 15.1 shall not apply to transactions with Affiliates so long as such transfer was made for a legitimate independent business purpose and not

for the purpose of transferring this Lease in order to avoid consent or profit rights of Landlord.

(b) [Intentionally Deleted.]

(c) Modifications. Any modification, amendment or extension of a

sublease, as to which Landlord shall not unreasonably withhold, delay or condition its consent, shall be deemed a sublease for the purposes of Section 15.1 hereof.

Section 15.8 Partnership Tenant. Landlord acknowledges that (a) so long as

Tenant or a permitted assignee of Tenant is not a partnership, this Section shall be deemed to be inapplicable; and (b) as of the date hereof, Tenant is a corporation and not a partnership. If Tenant, or a permitted assignee of this Lease pursuant to this Article 15 hereof, is a partnership, or is comprised of

two or more Persons, individually or as co-partners of a partnership (any such partnership and such Persons are referred to in this Article 15 as "Partnership

Tenant"), the following shall apply: (a) the liability of each of the general partners comprising Partnership Tenant shall be joint and several; (b) each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any written instrument which may hereafter be executed by Partnership Tenant or any of the parties comprising Partnership Tenant, which shall modify, extend or discharge this Lease, in whole or in part, or surrender all or any part of the Premises to Landlord; (c) any bills, statements, notices, demands, requests or other communications given or rendered to Partnership Tenant or to any of such parties shall be binding upon Partnership Tenant and all such partners; (d) if Partnership Tenant shall admit new general partners, all of such new general partners shall, by their admission to Partnership Tenant, be deemed to have assumed joint and several liability for the performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed; (e) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new general partners, and upon demand of Landlord, shall cause each such new partner to execute and deliver to Landlord an agreement in form and substance reasonably satisfactory to Landlord, wherein each such new partner shall assume joint and several liability for the performance of all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new partner to execute or deliver any such agreement to Landlord shall vitiate the provisions of this Section 15.8(e); and (f) no change in the partners of Partnership Tenant resulting from the admission of a new partner, or the death, retirement or withdrawal of a partner shall release Partnership Tenant or any partner or former partner from their obligations under this Lease.

Section 15.9 Change of Partners. Landlord acknowledges that (a) so long as

Tenant or a permitted assignee of Tenant is not a partnership, this Section shall be deemed to be inapplicable; and (b) as of the date hereof, Tenant is a corporation and not a partnership. If Tenant is a partnership, (a) the admission of new partners, the withdrawal, retirement, death, incompetency or bankruptcy of any partner, or the reallocation of partnership interests among the partners of Tenant (the "Partners") shall not constitute an assignment of this Lease provided that Partners holding in the

aggregate not less than eighty percent (80%) of the partnership interests in Tenant remain as Partners during any consecutive twelve (12) month period (i.e., the transfer, by any of the foregoing means, of more than twenty percent (20%) of the partnership interests in Tenant in any consecutive twelve (12) month period shall constitute an assignment of this Lease subject to the provisions of Section 15.1), and (b) the reorganization of Tenant into a professional corporation or a limited liability partnership, or the reorganization of Tenant from a professional corporation or a limited liability partnership into a partnership, shall not constitute an assignment of this Lease, provided that immediately following such reorganization the partners, members or shareholders, as the case may be, of Tenant shall be the same as those existing immediately prior to such reorganization, and shall remain fully, jointly and severally liable under this Lease as provided in this Section 15.9. If Tenant shall become a professional corporation, each individual shareholder, shareholder-employee, new individual shareholder and new shareholder-employee of any professional corporation which is a shareholder in Tenant shall have the same personal liability (if any) as such individual or shareholder-employee would have under this Lease if Tenant were a partnership and such individual or shareholder-employee were a Partner or admitted as a new Partner. If any individual Partner in Tenant is or becomes a shareholder-employee of a professional corporation, such individual shall have the same personal liability under this Lease as such individual would have if he and not the professional corporation were a Partner of Tenant. If Tenant shall become a limited liability partnership, (i) each partner therein shall continue to have the same personal liability as such partner had under this Lease prior to Tenant becoming a limited liability partnership, and (ii) each new partner admitted to such limited liability partnership shall be bound by the provisions of Section 15.8, and shall execute and deliver to Landlord the assumption agreement required pursuant to Section 15.8(e) hereof.

Section 15.10 Assumption of Obligations. Any assignment or transfer,

whether made with Landlord's consent or without Landlord's consent, if and to the extent permitted hereunder, shall not be effective unless and until the assignee executes and delivers to Landlord an agreement in form and substance reasonably satisfactory to Landlord whereby the assignee (a) assumes Tenant's obligations under this Lease and (b) agrees that, notwithstanding such assignment or transfer, the provisions of Section 15.1 hereof shall be binding upon it in respect of all future assignments and transfers.

Section 15.11 Tenant's Liability. The joint and several liability of Tenant

and any successors-in-interest of Tenant and the due performance of Tenant's obligations under this Lease shall not be discharged, released or impaired by (a) any assignment or subletting of this Lease or the Premises, whether or not permitted by this Article 15, or (b) any agreement or stipulation made by

Landlord, or any grantee or assignee of Landlord, extending the time, or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord, or any grantee or assignee of Landlord, to enforce any of the terms and provisions of this Lease.

Section 15.12 Listings in Building Directory. The listing of any name other

than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall

be permitted without Landlord's consent for all parties rightfully in possession of any portion of the Premises but shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others.

Section 15.13 Lease Disaffirmance or Rejection. If at any time after an

assignment by Tenant named herein, this Lease is not affirmed or is rejected in any proceeding of the types described in Sections 17.1(e) and (f) hereof or any similar proceeding, or upon a termination of this Lease due to any such proceeding, Tenant named herein, upon request of Landlord given after such disaffirmance, rejection or termination (and actual notice thereof to Landlord in the event of a disaffirmance or rejection or in the event of termination other than by act of Landlord), shall (a) pay to Landlord all Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (b) as "tenant," enter into a new lease of the Premises with Landlord for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, unless sooner terminated in accordance therewith, at the same Rent and upon the then executory terms, covenants and conditions contained in this Lease, except that (i) the rights of Tenant named herein under the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any Persons claiming through or under such assignee or by virtue of any statute or of any order of any court, (ii) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence (other than any bankruptcy default of a prior tenant), and (iii) such new lease shall require Tenant named herein to pay all Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date of such disaffirmance, rejection or termination with respect to any period prior thereto. If Tenant named herein defaults in its obligation to enter into such new lease for a period of thirty (30) days after Landlord's request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant's default thereunder.

Section 15.14 Pledge or Encumbrance. Notwithstanding any other provision of

this Lease to the contrary, Tenant shall not pledge or encumber its interest under this Lease, nor shall Tenant permit any pledge or encumbrance by any assignee or subtenant, without Landlord's express prior written consent, which may be withheld in Landlord's sole and absolute discretion.

Section 15.15 Business Partners. Notwithstanding any of the foregoing to

the contrary, Tenant shall have the right, without being subject to any consent or profit rights of Landlord, to permit the use of non-material portions of the Premises for the Permitted Use by Persons who are clients, joint venturers, business partners, research partners, contractors and similar business invitees or associates. Tenant shall not

intentionally utilize the rights granted to Tenant pursuant to this Section 15.15 for the purpose of avoiding Landlord's right to share in profits pursuant to Section 15.6.

ARTICLE 16
ACCESS

Tenant shall permit Landlord, Landlord's agents and public utility service providers servicing the Building to erect, use and maintain concealed ducts, pipes and conduits in and through the Premises provided such use does not cause the usable area of the Building to be reduced beyond a de minimis amount and does not unreasonably interfere with Tenant's use and enjoyment of the Premises. Landlord shall promptly repair any damage to the Building or Tenant's Property caused by any work performed pursuant to this Article 16. Landlord, any

Mortgagee, any Lessor, Landlord's Agent and any contractor or subcontractor of any of the foregoing, and their respective agents shall have the right to enter the Building at all reasonable times, upon reasonable notice (which notice may be oral but must be actually given to the party designated by Tenant and located in Woodland Park to receive such notice) except in the case of emergency (in which case no such notice shall be required), to examine the Building, to show the Building to prospective purchasers, Mortgagees or Lessors of the Building and their respective agents and representatives, to make such repairs, alterations or additions to the Building or perform its required services under Article 11 (i) as Landlord may deem necessary or appropriate to fulfill its

obligations under this Lease, (ii) which Landlord may elect to perform following Tenant's failure to perform, or (iii) to comply with any Requirements, and Landlord shall be allowed to take all material into the Building that may be required for the performance of such work without the same constituting an actual or constructive eviction of Tenant in whole or in part and without any abatement of Rent. Notwithstanding the foregoing, (i) Tenant shall have the right under this Lease to install security systems and equipment in, around and on top of any structure within the Premises, subject to Landlord's and the Association's reasonable approval, and to have locked rooms and secured areas, and no access shall be permitted to areas of the Premises designated as secure by Tenant unless Landlord or such other parties shall be accompanied by designated personnel of Tenant and (ii) such access, if for the purpose of repairs, alterations or additions to the Building, shall, at Tenant's request and at Tenant's expense, be solely after normal business hours.

ARTICLE 17
DEFAULT

Section 17.1 Tenant's Defaults. Each of the following events shall be an

"Event of Default" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for five (5) Business Days after notice of such default is given to Tenant; provided, however, that for those items of Rent which are not paid

routinely on a monthly basis, it shall not be an Event of Default until the default in payment thereof shall continue for ten (10) Business Days after notice of default is given to Tenant, except that if Landlord shall have given two (2) such notices of default in the payment of any Rent in any twelve (12) month period, in addition to all other rights and remedies hereunder, Landlord shall be entitled to a late charge (which Landlord shall waive such late charge the first two times in any twelve (12) month period that Tenant fails to make any installment or other payment of Rent when due) equal to five percent (5%) of any Rent payment which is not paid within five (5) Business Days after its due date until such time as twelve (12) consecutive months shall have lapsed without Tenant having failed to make any such payment when due; or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease to be observed or performed by Tenant and if such failure continues for more than thirty (30) days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot be completely remedied within thirty (30) days, failure by Tenant to commence to remedy such failure within said thirty (30) days, and thereafter diligently prosecute to completion all steps necessary to remedy such default; or

(c) Tenant's interest in this Lease shall devolve upon or pass to any Person, whether by operation of law or otherwise, except as expressly permitted under Article 15 hereof; or

(d) Tenant is unable to, or admits in writing its inability to, pay its debts as they become due; or

(e) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any substantial part of Tenant's property; or

(f) if, within one hundred twenty (120) days after the commencement of any proceeding against Tenant, whether by the filing of a petition or otherwise, seeking bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any substantial part of Tenant's property, without the consent or acquiescence of Tenant, as the case may be, such appointment shall not have been vacated or otherwise discharged, or if any lien, execution or attachment or other similar filing shall be made or issued against Tenant or any of property pursuant to which the Premises shall be taken or occupied by someone other than Tenant.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its sole option, give to Tenant five (5) days notice of cancellation of this Lease, in which event this Lease and the Term shall come to an end and expire (whether or not the Term shall have commenced) upon the expiration of such five (5) day period with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable for damages as provided in Article 18 hereof.

Landlord shall use reasonable efforts to relet the Premises and to mitigate damages; provided, however, that Tenant understands and agrees that Landlord's main priority will be the leasing of other space in Woodland Park controlled by Landlord or any Landlord Affiliate (and not then leased by Landlord or such Landlord Affiliate), and the reletting of the Premises will be of lower priority and that Landlord shall have the right to reject tenants based on any factor at all or for any reason at all, the right to market or package the space in any configuration, and no liability for failure to relet or mitigate (so long as Landlord undertakes reasonable efforts as aforesaid).

Section 17.2 Tenant's Liability. If, at any time, (a) Tenant shall be

comprised of two or more Persons, (b) Tenant's obligations under this Lease shall have been guaranteed by any Person other than Tenant, or (c) Tenant's interest in this Lease shall have been assigned, then, except as otherwise provided in this Lease, the word "Tenant," as used in Section 17.1 (d), (e) and (f), shall be deemed to mean any one or more of the Persons primarily or secondarily liable for Tenant's obligations under this Lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in this Article 17 shall be deemed paid as

compensation for the use and occupancy of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rent or a waiver on the part of Landlord of any rights under this Lease.

ARTICLE 18
REMEDIES AND DAMAGES

Section 18.1 (a) Remedies. If any Event of Default shall continue, and

this Lease and the Term terminates as provided in Article 17:

(i) Surrender of Possession. Upon such termination, Tenant shall quit and surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such Event of Default, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Persons from the Premises and remove any and all of their property and effects from the Premises.

(ii) Landlord's Reletting. Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of

Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods as Landlord may determine to be necessary or appropriate in light of market conditions) as Landlord, in its discretion, may determine. Subject to Landlord's obligations described in Section 17.1(f) hereof, Landlord shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such refusal or failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) Tenant's Waiver. Tenant, on its own behalf and on

behalf of all Persons claiming through or under Tenant, including all creditors, hereby waives all rights which Tenant and all such Persons might otherwise have under any Requirement (i) to the service of any notice of intention to re-enter or to institute legal proceedings, (ii) to redeem, or to re-enter or repossess, the Premises, or (iii) to restore the operation of this Lease, after (A) Tenant shall have been dispossessed by final judgment or by final warrant of any court or judge (i.e., after exhaustion of all appeals, Tenant's failure to appeal or the expiration of any applicable appeal periods), (B) any re-entry by Landlord in accordance with clause (i) above, or (C) any expiration or early termination of the Term in accordance with the terms hereof, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

(c) Tenant's Breach. Upon the breach by Tenant of any

term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach.

(d) Landlord's Breach. Upon the breach by Landlord of any

term, covenant or condition of this Lease, Tenant shall have the right to enjoin such breach and to invoke any other remedy allowed by law or in equity, except as expressly set forth to the contrary herein.

(e) Cumulative Remedies. Except as expressly set forth

herein to the contrary, the rights to invoke the remedies set forth in this Lease for either Landlord or Tenant are cumulative and shall not preclude either party from invoking any other remedy allowed at law or in equity.

Section 18.2 (a) Damages. If this Lease and the Term expire and come to

an end as provided in Article 17, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 18.1, then, in any of such events:

(i) Tenant shall pay to Landlord all Fixed Rent, all sums payable pursuant to Article 8 of this Lease (including Tenant's Tax ----- Payment and Tenant's Operating Expense Payment) and all other items of Rent payable under this Lease by Tenant to Landlord up to the Expiration Date or to the date of re-entry upon the Premises by Landlord, as the case may be;

(ii) Landlord shall be entitled to retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord, with the balance, if any, to be paid to Tenant;

(iii) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Fixed Rent, any Deficiency; it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iv) whether or not Landlord shall have collected any monthly Deficiency, Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination or re-entry), less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 18.2(a)(iii) for the same period, less the fair market value of the unexpired portion of such term taking into account all relevant factors, all discounted to present value at a discount rate equal to the then-effective interest rate per annum for Treasury securities maturing closest to the stated Expiration Date. If the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting, less any amounts paid or incurred by Landlord (including but not limited to commissions, and any tenant concessions) to secure such reletting, shall be deducted from the amount payable to Landlord pursuant to the preceding sentence in lieu of fair market value rent specified above.

(b) Reletting. Tenant shall not be entitled to any rents ----- collected or payable under any reletting, whether or not such rents exceed the Fixed Rent reserved in this Lease. Nothing contained in Articles 17 or 18 shall ----- -- be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any Requirement, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section 18.2.

(c) No Consequential. In no event shall either party be ----- liable for any consequential, indirect, or punitive damages in connection with this Lease.

Section 18.3 Default Interest; Other Rights of Landlord. Any Rent, sum

of money or damages payable under this Lease by either Landlord or Tenant and not paid when due shall bear interest at the Interest Rate from the due date until paid, and, in the case of Tenant's default, the interest shall be deemed Additional Rent. If Tenant fails to pay any Additional Rent when due, Landlord, in addition to any other right or remedy, shall have the same rights and remedies as in the case of a default by Tenant in the payment of Fixed Rent. If Tenant is in arrears in the payment of Rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items Landlord sees fit, regardless of any request by Tenant.

ARTICLE 19

RIGHT TO CURE; FEES AND EXPENSES

Section 19.1 Tenant's Default. If Tenant defaults in the performance

of any obligation under this Lease, Landlord, without thereby waiving such default, and subject to all other applicable provisions of this Lease, including Section 7.3 hereof, may perform such obligation for the account and at the expense of Tenant: (a) immediately or at any time thereafter, and without notice (as long as Tenant is not diligently engaged in curing such default), in the case of emergency or in the case the default (i) will result in a violation of any material Requirement, or (ii) will result in a cancellation of any insurance policy maintained by Landlord, and (b) in any other case if such default continues after thirty (30) days (or the applicable cure period, if shorter) from the date Landlord gives notice of Landlord's intention so to perform the defaulted obligation. All costs and expenses reasonably incurred by Landlord in connection with any such performance by it for the account of Tenant and all reasonable costs and expenses, including reasonable counsel fees and disbursements, incurred by Landlord in any action or proceeding (including any summary dispossession proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord within thirty (30) days of demand, with interest thereon at the Interest Rate from the date incurred by Landlord. Except as expressly provided to the contrary in this Lease, all costs and expenses which, pursuant to this Lease (including the Rules and Regulations) are incurred by Landlord and payable to Landlord by Tenant, and all charges, amounts and sums payable to Landlord by Tenant for any property, material, labor, utility or other services which, pursuant to this Lease or at the request and for the account of Tenant, are provided, furnished or rendered by Landlord, shall become due and payable by Tenant to Landlord thirty (30) days after demand therefor.

Section 19.2 Landlord's Default.

(a) If Landlord defaults in the performance of any obligation under this Lease (other than any de minimis obligation) Tenant, without thereby waiving such default, and subject to all other applicable provisions of this Lease, including Section 7.3 hereof, may perform such obligation for the account and, to the extent not otherwise properly includible as an Operating Expense, at the expense of Landlord if

such default continues after thirty (30) days (or the applicable cure period, if shorter) from the date Tenant gives notice of Tenant's intention so to perform the defaulted obligation. All costs and expenses reasonably incurred by Tenant in connection with any such performance by it for the account of Landlord and all reasonable costs and expenses, including reasonable counsel fees and disbursements, incurred by Tenant in any action or proceeding brought by Tenant to enforce any obligation of Landlord under this Lease and/or right of Tenant in or to the Premises, shall be paid by Landlord to Tenant within thirty (30) days of final, non-appealable judicial or arbitration determination that Landlord was in default, with interest thereon at the Interest Rate from the date incurred by Tenant.

(b) If Landlord fails to timely pay to Tenant any sum to which Tenant is entitled under this Lease on account of any Landlord default (after notice and cure), then Tenant may offset the amount owed by Landlord to Tenant from the next payments of Rent as follows: (i) if Landlord fails to make any payment of Real Estate Taxes required to be made by Landlord under this Lease prior to delinquency (other than as a result of Tenant's failure to make the reimbursement Tenant is required to make), and such failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord, Tenant shall have the right, but not the obligation, to pay such Real Estate Taxes on behalf of Landlord, and to deduct the amount so paid (plus interest from the date paid to the date recovered at the Default Rate) from the next payments of Rent required to be paid by Tenant hereunder, until such amount has been recovered in full; (ii) if the amounts owed to Tenant are on account of any unpaid portion of Landlord's Contribution or Supplemental Allowance, and/or any reimbursement to Broker for Tenant made by Tenant on account of Landlord's failure to pay Broker for Tenant its commission when due under the terms of a separate agreement between Landlord and Broker for Tenant, then no limits on offset shall apply; and (iii) if Tenant obtains a final, non-appealable judgment against Landlord pursuant to Section 19.2(a) above, Tenant shall have the right, in addition to the execution upon Landlord as and to the extent permitted under Section 19, to offset the amount of such judgment in full against the next payments of Rent payable by Tenant hereunder (with a final arbitration award made pursuant to Section 34 of this Lease being deemed to constitute a final, non-appealable judgment). The amounts set forth in clauses (i)-(iii) above are sometimes known as the "Special Offset Amounts".

(c) The parties agree that any dispute regarding the propriety of Tenant's exercise of self-help rights granted to it hereunder, and/or regarding the propriety of Tenant's exercise of offset rights granted to it hereunder, shall be subject to arbitration pursuant to Section 34 of this Lease, provided Landlord's election to arbitrate a dispute regarding the propriety of Tenant's exercise of a right of self-help or offset under Section 19.2 of this Lease shall be limited to the determination of whether Tenant's action(s) were or were not exercised in violation of the terms of this Lease, and shall not vitiate such right before the fact.

ARTICLE 20
LANDLORD REPRESENTATIONS AND COVENANTS; APPROVALS

Section 20.1 Representations. Except as expressly set forth in this

Lease, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. This Lease contains the entire agreement between the parties and all understandings and agreements previously made between Landlord and Tenant are merged in this Lease, which alone fully and completely expresses their agreement with respect to the lease of the Premises by Tenant. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

Section 20.2 Proffers and Development Conditions. Landlord shall

comply with all of the requirements, obligations and responsibilities (including the timing associated with such requirements, obligations and responsibilities) of the proffers/development conditions associated with RZ 1999-HM-037, I and III and dated September 8, 2000, as may be amended from time to time ("Proffers") and the Development Conditions associated with Special Exception Amendment 97-H-070-2, approved by the Fairfax County Board of Supervisors on September 11, 2000 ("Development Conditions"), but solely to the extent such Proffers and Development Conditions relate to the Premises or the development or occupancy of the Premises by Tenant, including without limitation, those certain Proffers and Development Conditions that do not have definite timing associated with the requirement to satisfy such Proffers and Development Conditions which are set forth on Exhibit X attached hereto. Landlord agrees that Landlord shall satisfy

the Proffers and Development Conditions set forth on Exhibit X in accordance

with the timing set forth on such Exhibit. Landlord shall not agree to any new Proffers or Development Conditions or amendments to existing Proffers or Development Conditions which would have the effect of decreasing Tenant's rights or increasing Tenant's obligations hereunder (other in a de minimis manner) without the prior written approval of Tenant, not to be withheld in bad faith or unreasonably withheld, conditioned or delayed.

Section 20.3 Actions Pending. As of the date hereof, there is no

litigation or condemnation actions pending, or to Landlord's knowledge, threatened against Landlord or the Project, other than those that are of the routine "slip and fall" type covered by Landlord's insurance.

Section 20.4 Future Development. With regard to the development of

Waterview, so long as Tenant is leasing 100% of the Agreed Area of the Building, Landlord shall provide Tenant with reasonable approval rights regarding the initial and ongoing development and operation of amenities in the Building. With respect to the remainder of Waterview, Landlord shall provide (and shall cause Landlord's Affiliates to provide) Tenant with periodic status reports and meaningful opportunities for input and consultation regarding the initial and ongoing development and operation of amenities,

and Landlord covenants to consider in good faith and accommodate where reasonably possible, Tenant's reasonable suggestions.

Section 20.5 Encumbrances. Notwithstanding anything in this Lease to

the contrary, Landlord shall not execute any easements, covenants, conditions, encumbrances, restrictions or other title matters which would encumber the Premises, nor seek any change to the Approved Zoning or other governmental approval with respect to the Premises, which would prevent or impair the ability of Landlord to complete the Base Building Work or Tenant to complete the Initial Installations, or would prevent or impair the ability of Tenant from using or operating the Premises in the ordinary course of its business or would otherwise adversely affect Tenant in more than a de minimis manner, without first obtaining Tenant's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. If Tenant fails to respond within eleven (11) Business Days after written notice from Landlord requesting Tenant's consent (which request includes a proposed form of the easement in question and states in a conspicuous fashion that the failure to respond within eleven (11) Business Days after receipt or deemed receipt will constitute consent to the item in question), Tenant shall be deemed to have consented. Any dispute regarding consent under this Section 20.5 shall be subject to arbitration hereunder. Landlord hereby represents that as of the date hereof, to Landlord's knowledge there are no unrecorded agreements with third parties encumbering any portion of the Property.

Section 20.6 Government Incentives. In the event Landlord receives any

Incentives from any federal, state or local government on behalf of Tenant or on account of Tenant's occupancy in Waterview, Landlord agrees to convey the full amount of the Incentive received by Landlord to Tenant either (i) as a credit against Rent, or (ii) in the form of a reimbursement check to be delivered by Landlord to Tenant within five (5) Business Days after Landlord receives such Incentive. "Incentives" shall mean any Tenant-initiated tangible incentives that are paid to Landlord in the form of (a) cash, or (b) cash equivalents. To the extent an Incentive is received in a non-cash or non-cash equivalent form, Landlord and Tenant will work together cooperatively to equitably allocate such Incentive.

Section 20.7 Restaurants and Retailers. Landlord shall use good faith

and diligent efforts to offer as part of the development of Waterview II and Waterview III upscale restaurants and ancillary amenity retail businesses consistent with a first class office/retail development such as a bank, deli, concierge, dry cleaner (pick up only), and exercise facility all located within the initial and subsequent buildings that will be constructed at Waterview. With respect to First Class Retailers (as defined below), Landlord shall consult with and provide Tenant with meaningful input concerning the leasing of such space to such tenants. With respect to retailers not meeting the criteria of First Class Retailers, Tenant shall have reasonable approval rights over such tenants. "First Class Retailers" shall mean retailers of a quality and nature similar to those at Reston Town Center at the time.

Section 20.8 Written Approval. All references in this Lease to the

consent or approval of Landlord or Tenant mean the written consent or approval of Landlord or Tenant, as the case may be, unless otherwise specifically provided.

Section 20.9 No Money Damages. Wherever in this Lease Landlord's

consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. Notwithstanding the foregoing, Tenant may seek and, if Tenant prevails, recover, actual damages (and not

consequential or punitive damages of any sort) only if in withholding, delaying

or conditioning such consent, or in being silent, Landlord is found to have acted in bad faith or in an arbitrary and capricious manner. Wherever Landlord agrees in this Lease not to unreasonably withhold its approval or consent, Landlord agrees that such approval or consent shall also not be unreasonably delayed or conditioned. In addition, if Landlord's consent or approval is requested by Tenant, then: (a) if (i) a time period is specified in this Lease for Landlord to respond, such time period shall govern, and (ii) no time period is so specified, the time period shall be deemed to be eleven (11) Business Days (so long as the request includes a statement in a conspicuous fashion that the failure to respond within eleven (11) Business Days after receipt or deemed receipt will constitute consent to the item in question); and (b) if Landlord fails to respond within the specified (or deemed) time period, then Landlord shall be deemed to have consented to the item in question.

ARTICLE 21
END OF TERM

Section 21.1 Expiration. Upon the expiration or other termination of

this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property, and the Initial Installations and Tenant's Alterations to the extent required pursuant to Article 5 of this Lease.

The foregoing obligation shall survive the expiration or sooner termination of the Term.

Section 21.2 Holdover Rent. Landlord and Tenant recognize that the

damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord within twenty-four (24) hours after the Expiration Date or sooner termination of the Term, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord for each month (pro-rated, if applicable, on a daily basis) during which Tenant

holds over in the Premises after the Expiration Date or sooner termination of the Term, a sum equal to: the greater of Landlord's reasonable estimate of the current fair market value rent or one hundred twenty-five percent (125%) of the monthly Rent payable under this Lease for the last full calendar month of the Term for each of the first two (2) months of such holdover; one hundred fifty percent (150%) of the greater of Landlord's reasonable estimate of the current fair market value rent or the monthly Rent payable under this Lease for the last full calendar month of the Term for each of the next two (2) months; and two hundred percent (200%) of the greater of Landlord's reasonable estimate of the current fair market value or the monthly Rent payable under this Lease for the last full calendar month of the Term for each holdover month thereafter (determined on a phase by phase basis). No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article 21. All of Tenant's obligations under this Article 21

shall survive the expiration or earlier termination of the Term of this Lease.

Section 21.3 Short Term Surrender Option. In order to accommodate Tenant's

ability to time its surrender of the Premises consistent with then-existing circumstances (as of the expiration of the Term of this Lease), Landlord agrees that Tenant shall have a one-time right and option (the "Surrender Option") to extend the Term as to not less than 50% of the Agreed Area of the Building for a fixed term of six (6) months, which additional period (the "Surrender Term") shall constitute a part of the Term of this Lease. Tenant shall exercise its Surrender Option by written notice to Landlord delivered not less than eighteen (18) months prior to the expiration of the Term then ending (which the parties agree may include any Extension Period). In the event that Tenant fails or declines to provide the applicable written notice exercising the Surrender Option (subject, however, to Tenant's right to provide a Renewal Notice pursuant to Section 51, if a Renewal Option is then still available for exercise by Tenant) prior to the expiration of the time period described in the preceding sentence, then the Surrender Option, and all unexercised Renewal Options, shall, upon the expiration of such time period, become null and void and be of no further force or effect. If Tenant exercises the Surrender Option, the same shall be irrevocable and shall constitute Tenant's irrevocable waiver of all unexercised Extension Options under this Lease, if any. The Surrender Term shall be upon the same terms and conditions applicable to the Floor(s) as of the last day of the Lease Year then ending, except that the monthly Rent payable for such period shall equal one hundred three and one-half percent (103.5%) of the monthly Rent payable under this Lease for the last full calendar month of the Term prior to the Surrender Term, in accordance with the terms of Section 2.3(d). In the event that Tenant leases any space in Waterview II or Waterview III, Tenant shall have the option to extend the then current Term of this Lease in accordance with the terms of Section 2.3(d) above.

ARTICLE 22
QUIET ENJOYMENT

Provided this Lease is in full force and effect and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any Person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease.

ARTICLE 23
NO SURRENDER; NO WAIVER

Section 23.1 No Surrender or Release. No act or thing done by Landlord or

Landlord's agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no provision of this Lease shall be deemed to have been waived by either Landlord or Tenant, unless such waiver is in writing and is signed by Landlord or Tenant, as the case may be, and any such waiver shall be effective only for the specific purpose and in the specific instance in which given. If Tenant at any time desires to have Landlord sublet the Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive Tenant's keys to the Premises for such purpose without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such subletting.

Section 23.2 No Waiver. The failure of either party to seek redress for

violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or the Rules and Regulations, or of the right to exercise such election but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of any Rent payable pursuant to this Lease or the receipt by either party of any other sums due from the other party with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Fixed Rent or Additional Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Fixed Rent or Additional Rent, or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Fixed Rent or Additional Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Rent or Additional Rent or pursue any other remedy provided in this Lease. The existence of a right of renewal or extension of this Lease, or the exercise of such right, shall not limit Landlord's right to terminate this Lease in accordance with the terms hereof, or create any option for further extension or renewal of this Lease.

ARTICLE 24
WAIVER OF TRIAL BY JURY

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any non-mandatory counterclaim of any nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

ARTICLE 25
INABILITY TO PERFORM

Subject to the provisions of this Lease, and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any Unavoidable Delays. Landlord shall use reasonable efforts to (i) promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease and (ii) overcome any obstacles causing such Unavoidable Delay. The foregoing provision shall not apply to Unavoidable Delays which affect Landlord's or Tenant's obligations to complete the Base Building Work and/or the Initial Installations, which shall be governed by the specific terms of this Lease and the Design and Construction Agreement relating thereto.

ARTICLE 26
NOTICES

Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, designations, approvals and other communications under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries or by facsimile transmission, provided that any notice given by facsimile transmission shall also be delivered using one of the other permitted methods of delivering notices under this Section 26, addressed as follows:

(a) if to Tenant, (i) at Tenant's address set forth on the first page of this Lease, Attn.: Henry White if mailed prior to Tenant's taking possession of the Premises,

or (ii) at the Building, Attn: Henry White if mailed subsequent to Tenant's taking possession of the Premises, with copies to: VeriSign, Inc., 487 E. Middleton Road, Mountain View, California 94043, Attention: Rick Walsh, Facsimile: (650) 961-7300; and to VeriSign, Inc., 21355 Ridgetop Circle, Dulles, Virginia 20166, Attention: Bobby Turnage, Facsimile: (703) 742-7461; and to Jones Lang LaSalle Americas, Inc., 1400 Business Center Drive, Mount Prospect, IL 60056, Attention: Mirela Gabrovskva, Facsimile: (847) 299-8324; and to Jones Lang LaSalle Americas, Inc., 8484 Westpark Drive, Suite 710, McLean, Virginia 22102, Attention: A. Jefferson Groh, Facsimile: (703) 269-0246; and, with respect to default notices only, to Jeffrey R. Keitelman, Esq., Piper Marbury Rudnick & Wolfe LLP, 1200 Nineteenth Street, N.W., Washington, D.C. 20036-2412, Facsimile: (202) 223-2085.

(b) if to Landlord: at Landlord's address set forth on the first (1/ST/) page of this Lease, Attn.: Regional Director, and with copies to (i) Tishman Speyer Properties L.P., 520 Madison Avenue, New York, New York 10022, Attn.: General Counsel, Facsimile: (212) 588-1895, (ii) Hogan & Hartson, L.L.P., 8300 Greensboro Drive, McLean, Virginia 22102, Attn: Dennis K. Moyer, Esq., Facsimile: (703) 610-6200, (iii) Tishman Speyer Properties L.P., 520 Madison Avenue, New York, New York 10022, Attn: Chief Financial Officer, Facsimile: (212) 588-1895 and (iv) any Mortgagee or Lessor which shall have requested copies of notices, by notice given to Tenant in accordance with the provisions of this Article 26, at the address designated by such Mortgagee or Lessor; or to

such other address(es) as either Landlord or Tenant or any Mortgagee or Lessor may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Article 26. Any such approval,

consent, notice, demand, request or other communication shall be deemed to have been given on the earlier of the date of receipted delivery or refusal to accept delivery or three (3) Business Days after it shall have been mailed as provided in this Article 26.

ARTICLE 27
RULES AND REGULATIONS

Tenant shall, and Tenant shall use reasonable efforts to cause Tenant's contractors, employees, agents, visitors and licensees to observe and comply with the Rules and Regulations and the Construction Procedures, provided, that in case of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations or the Construction Procedures as originally promulgated or as supplemented or amended from time to time, the provisions of this Lease shall control. Landlord reserves the right, from time to time, to adopt additional Rules and Regulations or Construction Procedures and to amend the Rules and Regulations or Construction Procedures then in effect; provided, however, that, as to Tenant, any such supplement or amendment to the Rules and Regulations or Construction Procedures shall (i) be reasonable, (ii) impose no greater than a de minimis additional cost on Tenant, and (iii)

take effect only after thirty (30) days prior notice to Tenant. Tenant shall have the right to dispute the reasonableness or effect of any such supplement or amendment to the Rules and Regulations or the Construction Procedures (or any

supplement or amendment thereto) by notice to Landlord given within thirty (30) days of Tenant's receipt of such supplement or amendment or Construction Procedures, and, in the event of their failure to agree within ten (10) days thereafter, either party may submit the same to arbitration in accordance with Article 34 hereof. Nothing contained in this Lease shall impose upon Landlord

any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant (in the event that Tenant no longer occupies the entire Building), and Landlord shall not be liable to Tenant for violation of the same by any other tenant of the Building, except that Landlord shall not enforce any Rule or Regulation against Tenant in a discriminatory fashion.

ARTICLE 28
BROKER

Section 28.1 Broker Representations. Landlord has retained Landlord's Agent as leasing agent in connection with this Lease and Landlord will be solely responsible for any fee that may be payable to Landlord's Agent. Landlord agrees to pay a commission to Broker for Tenant pursuant to a separate agreement between Landlord and Broker for Tenant. Each of Landlord and Tenant represents and warrants to the other that it has not dealt with any broker in connection with this Lease other than Landlord's Agent and Broker for Tenant and that to the best of its knowledge and belief, no other broker, finder or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith. The execution and delivery of this Lease by each party shall be conclusive evidence that each party has relied upon the foregoing representations and warranties.

Section 28.2 Indemnity. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent (other than Landlord's Agent and Broker for Tenant) arising out of the above representation being false. In addition, Landlord shall indemnify and hold Tenant harmless from and against any claims by Landlord's Agent or Broker for Tenant for any unpaid commissions. The provisions of this Article 28 shall survive the expiration or earlier termination of the Term of this Lease.

ARTICLE 29
INDEMNITY

Section 29.1 (a) Tenant's Indemnity. Except for the acts of Landlord and those parties claiming by, through or under Landlord, other than Tenant, Tenant shall not do or permit to be done any act or thing upon the Premises which would subject Landlord to any liability for injury or damage to persons or property. Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses (as defined in subsection (b) hereof), resulting from any claims against the Indemnatee related to or arising from any injury to or death of persons and

damage to or theft, misappropriation or loss of property in or about the Premises, arising from any misconduct, failure to act (when under a duty to do so) or negligence of (A) Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors or (B) both Landlord and Tenant, provided, however, that Tenant's liability hereunder with respect to matters judicially determined to have arisen in whole or in part out of the misconduct, failure to act (when under a duty to do so) or negligence of Landlord, as to which determination all appeals have been exhausted, shall be only to the extent, if any, that such matters have been so determined to have arisen out of the misconduct, failure to act (when under a duty to do so) or negligence of Tenant.

(b) Indemnity Inclusions. The term "Losses" means any and all

losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises.

Section 29.2 Defense and Settlement. If any claim, action or proceeding is

made or brought against any Indemnitee, then such Indemnitee shall promptly notify Tenant and Landlord, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Indemnitee's name (if necessary), by attorneys approved by the Indemnitee, which approval shall not be unreasonably withheld or delayed. Attorneys for Tenant's insurer shall hereby be deemed approved for purposes of this Section 29.2. Notwithstanding the foregoing, if Landlord or any Indemnitee reasonably believes that (i) a conflict of interest exists which would make it inadvisable to be represented by Tenant's counsel, (ii) Tenant is not diligently defending the claim, action or proceeding or (iii) there are legal defenses available to Landlord or any Indemnitee which are different from or inconsistent with those available to Tenant, Landlord and/or such Indemnitees shall each be entitled to retain separate counsel and Tenant shall pay the reasonable fees and expenses of such separate counsel. Notwithstanding anything herein contained to the contrary, Tenant may direct the Indemnitee to settle any claim, suit or other proceeding provided that (a) such settlement shall involve no obligation on the part of the Indemnitee other than the payment of money, (b) any payments to be made pursuant to such settlement shall be paid in full exclusively by Tenant at the time such settlement is reached, (c) such settlement shall not require the Indemnitee to admit any liability, and (d) the Indemnitee shall have received an unconditional release from the other parties to such claim, suit or other proceeding (which may be conditioned upon receiving a reciprocal release from the Indemnitee). The provisions of this Article 29 shall survive the expiration or earlier

termination of this Lease.

Section 29.3 Landlord's Indemnity. Except for the acts of Tenant and those

parties claiming by, through or under Tenant, other than Landlord, Landlord shall not do or permit to be done any act or thing upon the Premises which would subject Tenant to any liability for injury or damage to persons or property. Landlord shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses resulting from any claims against the Indemnitee related to or arising from any injury to or death of persons and damage to or theft, misappropriation or loss of

property in or about the Premises, arising from any misconduct, failure to act (when under a duty to do so) or negligence of (A) Landlord, its contractors, licensees, agents, servants, employees, invitees or visitors or (B) both Tenant and Landlord, provided, however, that Landlord's liability hereunder with respect to matters judicially determined to have arisen in whole or in part out of the misconduct, failure to act (when under a duty to do so) or negligence of Tenant, as to which determination all appeals have been exhausted, shall be only to the extent, if any, that such matters have been so determined to have arisen out of the misconduct, failure to act (when under a duty to do so) or negligence of Landlord. The indemnity set forth in this Section 29.3 shall be subject to the same procedures applicable to Tenant's indemnity set forth in Section 29.2, mutatis mutandis.

ARTICLE 30
TAX STATUS OF BENEFICIAL OWNERS

Tenant recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord may from time to time qualify as real estate investment trusts pursuant to Section 856 et seq. of the Code or as entities described in Section 511(a)(2) of the Code, and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of this Lease that does not constitute "rents from real property" (in the case of real estate investment trusts) or that constitutes "unrelated business taxable income" (in the case of entities described in Section 511 (a)(2) of the Code), and (c) the imposition of penalty or similar taxes (each an "Adverse Event") is of material concern to Landlord and such beneficial owners. In the event that this Lease or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, Tenant agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification, provided that (i) Landlord shall bear the reasonable cost to Tenant in connection therewith, and (ii) there shall be no increase in Tenant's obligations or decrease in Tenant's rights (except to a de minimis extent) as a result thereof. Any amendment or modification pursuant to this Article 30 shall be structured so that the economic results to Landlord and

Tenant shall be not less favorable (except to a de minimis extent) than those set forth in this Lease without regard to such amendment or modification. Without limiting any of Landlord's other rights under this Article 30, Landlord

may waive the receipt of any amount payable to Landlord hereunder and such waiver shall constitute an amendment or modification of this Lease with respect to such payment.

ARTICLE 31
EXTENSION PERIOD

Section 31.1 Option to Extend.

(a) Provided Tenant leases and occupies at least fifty percent (50%) of the Agreed Area of the Building, Tenant shall have the option (the "Extension

Option") to extend the Term of this Lease for three (3) consecutive periods of five (5) years each (each one, an "Extension Period"). Tenant's right to extend the Term shall be exercised by giving written notice (the "Option Notice") to Landlord not later than eighteen (18) months prior to either (i) the original Expiration Date or (ii) if Tenant exercises its option to extend this Lease for any Extension Period, the Expiration Date as extended pursuant to this Article

31, time being of the essence. If Tenant fails to timely elect to extend the

Term, this Lease shall terminate on the applicable Expiration Date, Tenant shall be deemed to have waived all of its rights under any succeeding Extension Option, and thereafter the Extension Option shall be null and void and of no further force or effect.

(b) The Extension Option shall be exercised on the following terms and conditions:

(i) If on the date of the Option Notice or on the Extension Period commencement date an uncured Material Default shall then exist by Tenant, Landlord shall have the option to declare Tenant's election to extend the Term to be null, void and of no force or effect.

(ii) This Lease shall not have been terminated.

(c) No further rights to extend the Term beyond any Extension Period described herein shall be created by any extension, except as mutually agreed to in any documents extending the Term.

(d) If Tenant exercises an Extension Option, then within thirty (30) days after the determination of the Extension Period Fixed Rent, Landlord and Tenant shall execute a written supplement to this Lease confirming the terms, provisions and conditions of this Lease applicable during each Extension Period; provided, however, that failure to do so shall not affect either party's rights hereunder.

31.2. Terms.

(a) Each Extension Period shall be upon the same terms and conditions of this Lease except that: (i) the Fixed Rent during each such Extension Period shall be set at an annual rate (with annual escalations) equal to one hundred percent (100%) the annual fair market rental and annual escalation rate (collectively "FMR") for the applicable Extension Period, as determined by the agreement of Landlord and Tenant in accordance with the Renewal Parameters and pursuant to the process described below; (ii) except as specifically set forth in Section 2.3 of this Lease with respect to the Surrender Term, Tenant shall have no option to renew the Term beyond the expiration of the third Extension Period; and (iii) except as otherwise agreed to by Landlord and Tenant pursuant to the process described below, the Premises shall be delivered in their existing condition (on an "as is" basis) at the time the applicable Extension Period commences (provided that the determination of FMR pursuant to the Renewal Parameters will take this fact and any improvement and refurbishment allowance then otherwise being provided). Except as specifically provided in Section

31.5, below, any Extension Option of this Lease shall be for all, but not less than all, of the Premises then leased by Tenant.

(b) "Renewal Parameters" shall mean all appropriate factors for determining fair market economics of a new lease or renewal transaction for similar class office space in buildings of similar quality (taking into account class and age) in the Reston/Herndon submarket, such appropriate factors to include the quality, location and visibility of the Building and the desirability of the Waterview project, the size and type of space being renewed, the tenant's creditworthiness, any concessions being granted (including rental abatements, move allowances, tenant improvement allowances, and the like) or costs being saved, downtime for vacancy, leasing commissions (or the lack thereof), the method of calculating Additional Rent (i.e., operating costs and tax pass-throughs), base rental escalations, costs associated with relocation (or the lack thereof), fees then being charged (or not) in the Reston/Herndon submarket for parking (it being understood that no separate charge for parking shall ever be assessed to Tenant under this Lease), the criteria concerning a security deposit required to be considered under Section 31.6 of this Lease (if any), and any other criteria or factor that would fairly be taken into consideration in determining the economics of a market lease transaction in the Reston/Herndon submarket.

31.3 Negotiation Process. Within thirty (30) business days after Landlord's

receipt of an Option Notice from Tenant, Landlord will provide to Tenant in writing its good faith determination of the applicable FMR for the Extension Period taking into account the Renewal Parameters ("Landlord's FMR Proposal"). The parties thereafter shall negotiate in good faith. If Landlord and Tenant are unable to reach agreement on the FMR for the applicable Extension Period and execute a document therefor within sixty (60) days after Tenant's receipt of Landlord's FMR Proposal, then Tenant may elect, at its option, by written notice to Landlord: (a) to withdraw its Option Notice (in which event the Option Notice, all thereupon be null and void); (b) to accept the last written offer presented by Landlord to Tenant; or (c) to submit the question of what the appropriate FMR should be for the applicable Extension Period for determination using the Three Broker Method set forth below. If Tenant fails to notify Landlord of its election pursuant to the preceding sentence within five (5) Business Days after the expiration of the 60-day period, Tenant shall be deemed to have irrevocably withdrawn its Option Notice pursuant to clause (a) above and the Lease shall terminate in accordance with its terms. If Tenant elects to proceed under clause (b) or (c) above, the Option Notice shall thereafter be deemed irrevocable.

31.4 Three Broker Method. If necessary, the FMR for the applicable

Extension Period shall be determined by brokers in the following manner:

(a) Landlord and Tenant shall each appoint one broker who is licensed as a real estate broker in the Commonwealth of Virginia and who shall have been active over the seven (7) year period ending on the date of the Option Notice in the leasing of comparable office properties within the Reston/Herndon office submarket. Each such

broker shall be appointed within eleven (11) Business Days after Landlord's receipt of Tenant's election to proceed under clause (c) of Section 31.3.

(b) The two brokers so appointed shall, within ten (10) days of the date of the appointment of the last appointed broker, agree upon and appoint a third broker who shall be qualified based upon the same criteria set forth hereinabove for the qualification of the initial two brokers.

(c) Each of the two (2) brokers initially selected by Landlord and Tenant shall, within eleven (11) Business Days after the appointment of the third broker, prepare his or her written determination of the terms which each such broker believes in good faith constitutes the prevailing FMR taking into account the Renewal Parameters, and deliver a written copy of such determination to each of Landlord, Tenant and the third broker. Within eleven (11) Business Days after the third broker receives the written submissions from each of Landlord's broker and Tenant's broker, the third broker shall determine which submission the third broker believes in good faith most closely approximates the prevailing FMR, and the FMR set forth in such submission shall thereupon constitute the FMR and be binding on the parties.

(d) If either Landlord or Tenant fails to appoint a broker within the time period specified in subparagraph (a) hereinabove or one of the two (2) brokers initially selected by Landlord and Tenant fails to submit a written determination within the time period specified in subparagraph (c) above, the broker appointed by one of them shall reach a decision (within the limitations set forth in clause (c), and notify Landlord and Tenant thereof. The cost associated with obtaining the three broker determinations under this Section shall be divided equally by Landlord and Tenant.

31.5. Partial Renewal. Tenant may renew this Lease for less than the

entirety of the Premises, but no less than fifty percent (50%) of the Building, so long as the renewal for less than all of the Premises (hereinafter, a "Partial Renewal") shall meet all of the following standards: (a) with respect to each Floor included within any such Partial Renewal, the space renewed shall be the entirety of such Floor, except (1) with respect to the first Floor, which shall be for a minimum of 25% of that Floor, and (2) if Tenant is then leasing a different fractional portion of the Floor in question at the time and is renewing as to the entirety of such space; and (b) no Partial Renewal will be permitted which will result in the surrender to Landlord of any non-contiguous Floors (except for the first floor of the Premises, which may be non-contiguous to the space surrendered). If Tenant wishes to exercise its Renewal Option for a Partial Renewal, Tenant's Option Notice shall specify which portion of the Premises is subject to such Option Notice (and upon the end of the Term then ending, this Lease shall terminate as to all portions of the Premises which are not within the scope of such Option Notice).

31.6 Security Deposit During Extension Period. If Tenant satisfies the

Financial Condition as of the date of the Option Notice, then Tenant shall not be required to post any security deposit for such Extension Period. If not, then the Renewal Parameters shall include consideration of what would constitute an

appropriate security deposit securing the performance of Tenant's obligations with respect to the applicable Extension Period, given Tenant's creditworthiness at the time, any out-of-pocket expenditures by Landlord in connection with such renewal, and prevailing market conditions at the time, and Tenant shall be required to post any such security as a condition to such Extension Term.

ARTICLE 32
PURCHASE OPTIONS ON THE BUILDING

32.1 Primary Purchase Option.

(a) Provided no uncured Material Default shall then exist, Tenant shall (for itself and for the benefit of any successor, assign or permitted designee pursuant to section (e) below) have the right and option (the "Primary Purchase Option") to purchase the Premises in accordance with the terms and conditions set forth in this Section 32.1 and a Purchase and Sale Agreement (a "PSA") to be executed by Landlord and Tenant (or Tenant's permitted designee) substantially in the form of the Purchase and Sale Agreement attached as Exhibit P hereto. In

the event of any inconsistencies between the PSA and this Section 32.1, the terms, covenants and conditions of the PSA shall control.

(b) Not later than May 1, 2003, Tenant shall notify Landlord whether Tenant elects to exercise its Primary Purchase Option (a "Purchase Notice"). Tenant's failure to deliver a Purchase Notice prior to such date shall be deemed to constitute Tenant's irrevocable election not to so purchase the Property.

(c) If Tenant timely delivers the Purchase Notice to Landlord, the entire Premises (i.e., Building, Land and Parking Garage) shall be sold by Landlord to Tenant for a purchase price equal the sum of (i) the product of (1) Two Hundred Ten Dollars (\$210.00) and (2) the Agreed Area of the Building, plus (ii) the total amount of the Supplemental Allowance that was advanced by Landlord and which remains outstanding at such time. The settlement date shall occur on a date designated by Tenant (subject to reasonable extension as more particularly set forth in the PSA) upon at least five (5) Business Days notice to Landlord, which settlement date shall be at any time at least 30 days after receipt by Landlord of the Purchase Notice and prior to the 90th day after the Last Rent Commencement Date; provided, however, that subject to the terms and conditions of Paragraph C.2 of the Design and Construction Agreement, Tenant shall not close on a purchase of the Premises prior to October 1, 2002 (the "Lock-Out Date"). If settlement occurs after such Last Rent Commencement Date, Tenant shall pay all Rent until such settlement. If settlement occurs prior to such Last Rent Commencement Date, Landlord shall still be obligated to fund the Landlord's Contribution and the Supplemental Allowance, and shall reimburse Tenant for its costs of funds as follows: purchase price (per rentable square foot for which a Rent Commencement Date has not occurred) x seven percent (7.0%) per annum (compounded monthly)/365 x number of days between settlement and such Last Rent Commencement Date. In addition, Landlord shall pay Tenant a liquidated sum in the

amount of \$2.50 per rentable square foot per annum (which shall be prorated on a per diem basis) for all costs incurred in connection with utilities and services provided during the construction period of the Initial Installations. There shall be no good faith deposit.

(d) There will be no brokerage commissions payable by Landlord in connection with such sale (provided that, as set forth in a separate commission agreement between Landlord and Broker for Tenant, the second portion of the commission thereunder allocable to the Premises will be accelerated and will be payable at closing of the purchase and sale of the Property pursuant to the PSA).

(e) Landlord will cooperate in good faith (at no material cost to Landlord unless Landlord is reimbursed therefor, and provided that no other obligation or liability of Landlord under this Lease is materially increased (it being understood, however, that any cost, obligation or liability substantially identical to that assumed by Landlord elsewhere under this Lease shall be deemed acceptable to Landlord hereunder) unless Landlord is reimbursed therefor) to enable Tenant to structure any acquisition as a synthetic lease or other form of off-balance sheet type transaction. Tenant shall be entitled to certain damages in connection with a failure to effectuate any such transaction pursuant to Section 13 of the PSA. Without limiting the generality of the foregoing, Tenant shall have the absolute right, at its sole option to assign the Primary Purchase Option or designate any person or entity to whom title to the Property shall be conveyed (at closing or when otherwise required by a synthetic lease transaction) in order to facilitate a synthetic lease or other off-balance sheet financing, provided such assignment shall not in any way (i) constitute an assignment of this Lease by Tenant, nor (ii) relieve Tenant of any of its obligations hereunder. Tenant also may assign the Primary Purchase Option in connection with a permitted assignment under this Lease.

(f) In the event Tenant exercises its Primary Purchase Option in accordance herewith, pending the date of closing thereon, Tenant will remain in possession of the Premises as a "tenant" under this Lease and possession of fee simple ownership shall be given only upon the consummation of closing under the PSA.

32.2 Right of First Offer to Purchase in Future

(a) Provided that Tenant is leasing more than 50% of the Agreed Area of the Building and no uncured Material Default shall then exist, Tenant shall, throughout the Term, have a continuing right of first offer (a "ROFOP") to purchase the entirety (but not less than the entirety) of the Premises. If Landlord shall desire to sell the Premises, or if Landlord shall receive any unsolicited arm's length offer from an unaffiliated third party to purchase the Premises that Landlord is willing to entertain, Landlord shall notify Tenant in writing of same (the "Offer Notice"). The Offer Notice shall disclose to Tenant the price ("Offer Price") and other material terms pursuant to which Landlord will be marketing the Premises for sale in good faith or which are contained in such unsolicited offer. Tenant shall have eleven (11) Business Days following receipt of the Offer Notice

to accept such terms and conditions. The purchase price must be payable in cash or cash equivalent and such other terms and conditions must not contain any unique terms which are incapable of being performed by purchasers generally. If Tenant accepts such terms and conditions during such period, then Landlord and Tenant shall promptly enter into a purchase and sale agreement in substantially the form of Exhibit T, with such modifications as may be necessary or

appropriate to reflect the terms of the Offer Notice and this Section and to include any provisions reasonably necessary to qualify the sale transaction for synthetic lease or other off-balance sheet treatment (which provisions shall not increase or adversely modify, other than in a de minimis fashion Landlord's, or any guarantor's, rights, obligations and liabilities set forth in the agreement attached as Exhibit T) (the "ROFO PSA"). Any dispute regarding the terms of such

ROFO PSA shall be subject to arbitration in accordance with Section 34.

(b) If Tenant withdraws its exercise of its ROFOP, or if Tenant never elects to exercise its ROFOP, then Landlord shall be free for a period of twelve (12) months from the expiration of such eleven (11) business day period to sell the Premises to any third party provided that (i) the sale price is not less than ninety-five percent (95%) of the purchase price last offered by Landlord to Tenant, and (ii) the other material business terms are not materially less favorable to Landlord than those contained in Landlord's last offer to Tenant. In the event the Premises is not sold within such twelve (12) month period but is subject to a Pending Contract (as defined below), Landlord shall continue to be free to sell the Premises upon the terms set forth in the Pending Contract. If a sale is not consummated within such twelve (12) month period, or if the purchase price is less than ninety-five percent (95%) of Landlord's last offer to Tenant or otherwise is materially different, then the ROFOP shall be reinstated (with Landlord being obligated to take into account in good faith any such materially less favorable terms, if any) (provided that if Landlord provided Tenant with a fully-executed letter of intent, memorandum of understanding or similar agreement for such proposed third party sale, Tenant shall have eleven (11) business days after receipt of such letter, memorandum or agreement to agree to the terms of the specific offer stated therein). In the event the Premises is not sold within such twelve (12) month period but is subject to a Pending Contract (as defined below), Landlord shall continue to be free to sell the Premises upon the terms set forth in the Pending Contract. For purposes of this Section: (x) the term "Pending Contract" shall mean a bona fide written contract which provides for the sale of the Premises to an unrelated third party at a sale price not less than ninety-five percent (95%) of the purchase price last offered by Landlord to Tenant and sets an outside date for the closing of such sale not later than sixteen (16) months after Tenant's receipt of the Offer Notice; and (y) a sale of the Premises shall be deemed to include the sale or transfer of an equity interest in the entity directly or indirectly owning the Land and/or the balance of the Premises, except to the extent permitted by subsection (c) below. If a sale is consummated within such 12-month period or pursuant to a Pending Contract, then Tenant shall have no further ROFOP and this Section 32.2 shall be deemed null and void. Upon request, Landlord shall deliver to Tenant an unconditional certification signed by an authorized officer of Landlord stating that the preceding percentage and time limitations were not violated in connection with such sale.

(c) Notwithstanding anything in this Lease to the contrary, Tenant shall have no rights pursuant to this Section 32.2 (but shall have all other rights) in connection with the transfer of title to the Premises, as the case may be: (i) upon both (A) the foreclosure, or bona fide deed in lieu of foreclosure, in respect of any Mortgage which was obtained for legitimate business purposes in order to obtain financing and not for the purpose of avoiding Tenant's rights or Landlord's obligations under this Lease and (B) the initial (but only the initial) transfer of such lender taking by foreclosure or deed in lieu of foreclosure (but only to the extent (1) such lender is prohibited by applicable regulatory laws regulating such lender's activities in such circumstances (and Tenant is provided with prior written notice of such prohibition) from providing any such rights to Tenant and (2) Tenant is unwilling or unable to modify the affected rights hereunder to enable such lender to comply with any such laws); provided that in all events the ROFOP rights shall survive any such foreclosure or deed in lieu of foreclosure, and such initial transfer, and shall apply to any and all subsequent transfers; (ii) upon both (A) the bona fide termination for default by Landlord of a Superior Lease which was obtained for legitimate business purposes in order to obtain financing and not for the purpose of avoiding Tenant's rights or Landlord's obligations under this Lease and (B) the initial (but only the initial) transfer by such terminating landlord (but only to the extent (1) such landlord is prohibited by applicable regulatory laws regulating such landlord's activities in such circumstances (and Tenant is provided with prior written notice of such prohibition) from providing any such rights to Tenant and (2) Tenant is unwilling or unable to modify the affected rights hereunder to enable such landlord to comply with any such laws); provided that in all events the ROFOP rights shall survive any such termination, and any such initial transfer, and shall apply to any and all subsequent transfers; (iii) to any member of Landlord or to any Affiliate of Landlord or of any member of Landlord, so long as, after such transfer, Tishman Speyer Properties, L.P., Tishman Speyer Crown Equities, a Delaware general partnership, or Tishman Speyer/Traveler's Real Estate Venture, L.P., either directly or indirectly, through one or more intermediate entities, (A) exercises Control over the entity which owns title to the Premises and (B) owns ten percent (10%) or more of the total beneficial interests in the entity which owns title to the Premises; and (iv) upon the sale or transfer of an equity interest in the entity directly or indirectly owning the Premises, so long as, after such transfer, Tishman Speyer Properties, L.P., Tishman Speyer Crown Equities, a Delaware general partnership or Tishman Speyer/Traveler's Real Estate Venture, L.P., either directly or indirectly, through one or more intermediate entities, (A) exercises Control over the entity which owns title to the Premises and (B) owns ten percent (10%) or more of the total beneficial interests in the entity which owns title to the Premises. The owner of the Premises following a transfer in accordance with subsection (c)(iii) and (iv) shall not be entitled or permitted to sell the Premises during the Term without first complying again with the ROFOP to Tenant in accordance with the terms of this Section 32.2.

32.3 [Reserved]

32.4 Certain Synthetic Lease Covenants. The following provisions shall

apply in connection with the exercise by Tenant of any of its rights under Section 32.1 in the form of a synthetic lease or other off-balance sheet transaction notwithstanding any other provision of this Lease to the contrary:

(a) In the event Tenant's synthetic lease counsel or accountant informs Landlord that, in such person's good faith, reasonable professional judgment, one or more provisions of this Lease would prohibit or otherwise materially adversely affect Tenant's ability to enter into a synthetic lease or other off-balance sheet transaction, Landlord agrees to amend such Lease provision provided that (i) Tenant pays all reasonable costs, including attorneys' fees, associated with so amending the Lease, and (ii) such amendment shall not materially increase Landlord's obligations or liabilities under this Lease (it being understood, however, that any cost, obligation or liability substantially identical to that assumed by Landlord under this Lease shall be deemed acceptable to Landlord hereunder) and (iii) such amendments shall be deemed void ab initio if the applicable transaction is not consummated and this Lease continues.

(b) Notwithstanding any other provision of this Lease to the contrary, Landlord acknowledges that Tenant shall have no obligation (other than posting the Security Deposit and any additional collateral that may be required pursuant to Section 31.6 of this Lease (concerning the Extension Term), Paragraph C.2(b) of the Design and Construction Agreement (concerning Lienable Initial Installations Costs), and Paragraph C.2(h) of the Design and Construction Agreement (concerning the Lock-Out Allowance, if any)), and Tenant shall not pay any costs for or relating to the Initial Installations, including Excess TI Costs, unless and until Landlord has expended the entire Landlord's Contribution and Supplemental Allowance and Lock-Out Allowance.

(c) Notwithstanding any other provision of this Lease to the contrary, with respect to any period prior to the later of (i) the Commencement Date, or (ii) the date the Primary Purchase Option is consummated, any indemnity being provided by Tenant under this Lease shall not be applicable, and Tenant shall not be liable, to (A) any third-parties (including, without limitation, Landlord's Affiliates and Agents) for any matters, nor (B) Landlord for the actions of any third-parties, including, without limitation, actions of Tenant's Agents and Affiliates during such period; provided, however, that Tenant's indemnity to Landlord for third party claims caused by or resulting from Tenant's own actions or failures to act (but not Tenant's Agents and Affiliates) during such period shall apply.

(d) In no event shall Tenant incur or be responsible for any Environmental Liabilities existing as of, or any Hazardous Materials introduced to the Premises prior to, or any Hazardous Materials Release occurring prior to, the Commencement Date, except to the extent of an indemnity to Landlord arising solely out of the acts and/or omissions of Tenant and/or Tenant's Agents.

(e) Subsections (c) and (d) shall each be deemed void ab initio with respect to the Premises and this Lease if the applicable transaction is not consummated as and when provided herein and this Lease continues.

ARTICLE 33
SIGNAGE

Section 33.1 (a) So long as Tenant is leasing at least 75% of the Agreed Area of the Building, Tenant shall have the exclusive right to install and construct Building mounted signage on Waterview I (to the maximum extent permissible by law) (not including, however, retail signage approved by Tenant (which shall not reduce Tenant's signage), such approval not to be unreasonably withheld, conditioned or delayed) anywhere on the Premises, provided the location, size and appearance of all signage is consistent with the design specifications package governing Woodland Park attached hereto as Exhibit Y, and

Landlord has reasonably approved the means of attaching such signage to the exterior of the Building. All such installations shall be subject to Article 5

hereof, other than Section 5.1(a)(iii) and Section 5.1(a)(vi).

Section 33.2 Tenant shall be entitled to non-exclusive use of the lobby directory in the Building and Tenant may display its name and logo on the lobby of each Floor; provided, however, if Tenant leases 100% of the Agreed Area, Tenant's rights under this Section 33.2 shall be exclusive. All signage provided by this Section shall be at Tenant's sole expense, with the exception of the lobby directory which shall be provided by Landlord at Landlord's expense.

Section 33.3 In accordance with the Design and Construction Agreement, Landlord will name the road leading to Waterview I (as shown on Exhibit M) as

"VeriSign Way" for so long as Tenant leases all of the office area of Waterview I. After Waterview II is completed, if one or more full Floors of Waterview II is not leased by Tenant, Landlord shall have the right to rename such road if appropriate in Landlord's reasonable judgment to accommodate other Waterview II or III tenant requirements; provided that Landlord shall use good faith and diligent efforts to either maintain such named road or to rename a different road (or portion of the same road) leading to Waterview I.

Section 33.4 Any assignee of this Lease who meets the Secondary Financial Condition, and any Tenant Affiliate, shall be entitled to all signage rights afforded to Tenant. In addition, all such rights shall continue in favor of Tenant notwithstanding any permitted sublease (and Tenant may exercise same for its own use or as an accommodation to its subtenant).

Section 33.5 In connection with the Standard Base Building Work, Landlord shall provide monument signage for Tenant on the Land at the entrance to Waterview closest to Centreville Road in the location shown on Exhibit W. In

addition, Landlord will also provide monument signage for Tenant and other tenants of Waterview on the Land at one or more locations deemed appropriate by Landlord. Such signage installed

pursuant to this Section 33.5 shall have Tenant's name/logo being exclusive or at least the most prominent so long as Tenant is leasing the most space in Waterview.

Section 33.6. So long as Tenant occupies 50% or more of the Building, none of the following entities shall have any exterior building or monument signage at Waterview: Baltimore Technologies, Entrust, Verizon, Nortel Networks, and Register.com (collectively, "Competitors"). No corporate or entity name or identification, except that of a Permitted Entity, shall ever be used in naming either Waterview or Woodland Park. A "Permitted Entity" means any entity that (a) is not a tenant user or occupant in Woodland Park or a Competitor, and (b) is an entity the primary business of which is real estate development or investment.

ARTICLE 34
ARBITRATION

Section 34.1 Arbitration. No dispute arising out of this Lease shall be determined by arbitration unless specifically provided herein.

Section 34.2 Expedited Arbitration of Other Disputes. In any dispute between Landlord and Tenant for which arbitration is specifically provided for hereunder, Landlord and Tenant agree that: (a) upon the request of either Landlord or Tenant, the dispute shall be submitted to the American Arbitration Association or its successor (the "AAA") for disposition pursuant to the "Expedited Procedures" of the AAA by the Washington, D.C. office of the AAA; (b) the decision of the AAA shall be final and all actions necessary to implement the decision of the AAA shall be undertaken as soon as possible, but in no event later than ten (10) Business Days after the rendering of such decision; (c) judgment upon the dispute or any award rendered may be entered in any court having jurisdiction thereof; and (d) all fees payable to the AAA for services rendered in connection with the resolution of the dispute shall be paid by the unsuccessful party (in the event of any dispute regarding which party was unsuccessful, the determination of the arbitrator with respect thereto shall be final). For purposes of this Section 34.2, the phrase "Expedited Procedures of the Association" shall mean those procedures set forth in paragraphs 53 through 57 of that certain booklet published by the Association and titled "Commercial Arbitration Rules", as effective on November 1, 1993 and any amendments thereto.

ARTICLE 35
SECURITY DEPOSIT

Section 35.1 Security Deposit. Within thirty (30) days after full and final execution of this Lease by Landlord and Tenant, Tenant shall deposit the Security Deposit in the form of a letter of credit with Landlord as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease, including the surrender of possession of the Premises to Landlord as herein provided. Landlord acknowledges that, due to the possibility of a synthetic lease or similar transaction, Landlord shall not use the Security Deposit (or any other deposit) for

construction funds unless Tenant is ineligible to purchase the Premises pursuant to Section 32.1 of this Lease.

Section 35.2 Letter of Credit. Tenant shall deliver the Security

Deposit to Landlord in the form of an irrevocable and unconditional letter of credit (the "Letter of Credit") issued by and drawable upon Bank of America in Los Angeles, California, or other commercial bank, trust company, national banking association or savings and loan association reasonably satisfactory to Landlord with offices for banking purposes in Northern Virginia or New York, New York (the "Issuing Bank"), which has outstanding unsecured, uninsured and unguaranteed indebtedness, or shall have issued a letter of credit or other credit facility that constitutes the primary security for any outstanding indebtedness (which is otherwise uninsured and unguaranteed), that is then rated, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, "Aa" or better by Moody's Investors Service and "AA" or better by Standard & Poors Rating Service, and has combined capital, surplus and undivided profits of not less than \$2,000,000,000. Such Letter of Credit shall (a) name Landlord as beneficiary, (b) be in the amount of the Security Deposit, (c) have a term of not less than one year, (d) permit multiple drawings, and (e) otherwise be substantially in the form set forth on Exhibit G

hereto. If upon any transfer of the Letter of Credit, any fees or charges shall be so imposed, then such fees or charges shall be payable solely by Tenant and the Letter of Credit shall so specify. The Letter of Credit shall provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one year each thereafter during the Term unless the Issuing Bank sends a notice (the "Non-Renewal Notice") to Landlord, with a copy to Landlord's Chief Financial Officer, by certified mail, return receipt requested, not less than forty-five (45) days next preceding the then expiration date of the Letter of Credit stating that the Issuing Bank has elected not to renew the Letter of Credit. Unless Tenant substitutes a new Letter of Credit not less than twenty (20) days prior to the expiration date of the Letter of Credit, Landlord shall have the right, upon receipt of the Non-Renewal Notice, to draw the full amount of the Letter of Credit, by sight draft on the Issuing Bank, and shall thereafter hold or apply the cash proceeds of the Letter of Credit pursuant to the terms of this Article 35. The Issuing Bank shall agree that drafts drawn

under and in compliance with the terms of the Letter of Credit will be duly honored upon presentation to the Issuing Bank at an office location in Northern Virginia, Washington, D.C. or New York, New York. The Letter of Credit shall be subject in all respects to the Uniform Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500.

Section 35.3 Application of Security. If, following the expiration of

any applicable notice and grace periods (except in the event of a Tenant bankruptcy, for which no grace or cure period shall apply), Tenant defaults in the payment or performance of any of the terms, covenants or conditions of this Lease, including the payment of Rent, Landlord may notify the Issuing Bank and thereupon receive all or a portion of the Security Deposit represented by the Letter of Credit and use, apply, or retain the whole or any part of such proceeds, as the case may be, to the extent required for the payment of any Fixed Rent or any other sum as to which Tenant is in default including

(a) any sum which Landlord may expend or may be required to expend by reason of Tenant's default under the terms of this Lease, and/or (b) any damages or Deficiency to which Landlord is entitled pursuant to this Lease or applicable Requirements, whether such damages or Deficiency accrues before or after summary proceedings or other reentry by Landlord. If Landlord so applies or retains any part of the Security Deposit, Tenant, upon demand, shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full Security Deposit on hand at all times during the Term. To the extent not so applied, the Security Deposit shall be returned to Tenant after the Expiration Date and after delivery of possession of the Premises to Landlord in the manner required by this Lease, and Landlord shall authorize the issuing bank to terminate the Letter of Credit. Tenant expressly agrees that Tenant shall have no right to apply any portion of the Security Deposit against any of Tenant's obligations to pay Rent hereunder.

Section 35.4 Transfer. Upon a sale of the Land and/or the Building or a

leasing of the Building, or any financing of Landlord's interest therein, Landlord shall have the right to transfer any cash Security Deposit or the Letter of Credit, as applicable, to the vendee, lessee or lender, provided such vendee, lessee or lender assumes Landlord's obligations hereunder with respect to the cash Security Deposit or the Letter of Credit, as applicable. With respect to the Letter of Credit, within ten (10) Business Days after notice of such sale, leasing or financing, Landlord (with Tenant's cooperation), at its sole cost, shall arrange for the transfer (by amendment) of the Letter of Credit to the new landlord or the lender, or have the Letter of Credit reissued in the name of the new landlord or the lender. To the extent so transferred, Tenant shall look solely to the new landlord or lender for the return of such cash Security Deposit or Letter of Credit and the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the cash Security Deposit or Letter of Credit and neither Landlord nor its successors or assigns shall be bound by any such action or attempted assignment, or encumbrance.

Section 35.5 Reduction.

(a) Provided (i) no uncured Material Default shall then exist and (ii) Tenant satisfies the Financial Condition, then on the first day of each Lease Year, commencing with the first day of the 2/nd/ Lease Year, and continuing annually thereafter on the first day of each subsequent Lease Year in which Tenant qualifies for reduction (each such anniversary date, a "Reduction Date"), Tenant shall have the right to reduce the Security Deposit (a "Reduction") to the amount set forth in the following schedule (the "Reduction Schedule"):

Reduction Date -----	Amount -----
First Day of Lease Year #2	\$12,727,272.73
First Day of Lease Year #3	\$11,454,545.46
First Day of Lease Year #4	\$10,181,818.19
First Day of Lease Year #5	\$ 8,909,090.92

First Day of Lease Year #6	\$ 7,636,363.65
First Day of Lease Year #7	\$ 6,363,636.38
First Day of Lease Year #8	\$ 5,090,909.11
First Day of Lease Year #9	\$ 3,818,181.84
First Day of Lease Year #10	\$ 2,545,454.57
First Day of Lease Year #11	\$ 1,272,727.30
End of Initial Term	\$ 0.00 (subject to Section 31.1 (renewals))

(b) Provided Tenant qualifies as of any such Reduction Date, such Reduction shall be effectuated by Tenant's delivery of either (i) a replacement letter of credit for the applicable lesser amount, which replacement letter of credit may (a) include an endorsement that provides that such replacement Letter of Credit shall be effective only upon Landlord's return of the Letter of Credit being replaced or Landlord's written consent to cancellation of the letter of credit being replaced, or (b) be delivered pursuant to an escrow arrangement otherwise reasonably approved by Landlord and Tenant, or (ii) at least eleven (11) Business Days prior to the effective date of such Reduction, a written amendment to the Letter of Credit which has the effect of reducing the amount of the Letter of Credit to the lesser amount determined pursuant to this Section as of the applicable Reduction Date.

(c) (1) If Tenant does not qualify for a Reduction as of any applicable Reduction Date (whether due to the pendency of Material Default or because of Tenant's failure to satisfy the Financial Condition as of such Reduction Date, or both), but Tenant subsequently does qualify for such Reduction as of a later Reduction Date, then Tenant shall be permitted to "catch up" all prior foregone Reductions as of the applicable Reduction Date. (For example, if Tenant had never previously qualified for a Reduction, but did so effective as of the Reduction Date coinciding with the first day of Lease Year #5, then the Security Deposit would be reduced from \$14,000,000.00 to \$8,909,090.92 as of such Reduction Date.)

(2) Conversely, if a Reduction has occurred at any time (or times) during the first five (5) Lease Years, but on a subsequent Reduction Date during such five-Lease Year period Tenant fails to satisfy the Financial Condition as of such Reduction Date, Tenant shall, upon written demand, restore the Security Deposit to its original amount. The failure to do so within thirty (30) days after demand shall be a Material Default. After such five-Lease Year period, subsection (1) above shall control. (For example, if Tenant was entitled to a reduction in Lease Year #2, lost it in Lease Year #3, and did not satisfy the Financial Condition again until Lease Year #7, then the Security Deposit would be \$11,454,545.46, \$14,000,000, and \$6,363,636.38 for those respective Lease Years.)

ARTICLE 36
MISCELLANEOUS

Section 36.1 Delivery. This Lease shall not be binding upon Landlord or

Tenant unless and until each party shall have executed and delivered a fully executed copy of this Lease to the other party and the Condition Precedent shall have been satisfied or waived by Tenant.

Section 36.2 Transfer of Premises. Landlord's obligations under this

Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively a "Transfer") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Premises, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder thereafter to be performed, provided that the transferee of Landlord's interest (or that of such subsequent Landlord) in the Premises shall have assumed in writing all obligations of Landlord under this Lease thereafter to be performed and provided such writing to Tenant.

Section 36.3 Limitation on Liability. The liability of Landlord for

Landlord's obligations under this Lease shall be limited to Landlord's interest in all of Waterview and the net proceeds of (i) any sale, conveyance, assignment or transfer of the Premises, and (ii) casualty, title or other insurance policies relating thereto, and Tenant shall not look to any other property or assets of Landlord or the property or assets of any partner, member, shareholder, director, officer, principal, employee or agent, directly and indirectly, of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under this Lease.

Section 36.4 Rent. Notwithstanding anything to the contrary contained

in this Lease, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Fixed Rent, Tenant's Tax Payment, Tenant's Operating Expense Payment, Additional Rent or Rent, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.

Section 36.5 Entire Document. This Lease (including any Schedules and

Exhibits referred to herein and all supplementary agreements provided for herein as set forth on Exhibit H) contains the entire agreement between the parties and

all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control. All Article and Section references set forth herein shall, unless the context otherwise requires, be deemed references to the Articles and Sections of this Lease.

Section 36.6 Governing Law. This Lease shall be governed in all

respects by the laws of the Commonwealth of Virginia (but not including the
choice of law rules thereof).

Section 36.7 Unenforceability. If any provision of this Lease, or its

application to any Person or circumstance, shall ever be held to be invalid or
unenforceable, then in each such event the remainder of this Lease or the
application of such provision to any other Person or any other circumstance
(other than those as to which it shall be invalid or unenforceable) shall not be
thereby affected, and each provision hereof shall remain valid and enforceable
to the fullest extent permitted by law.

Section 36.8 Lease Disputes.

(a) Each of Landlord and Tenant agrees that all disputes
arising, directly or indirectly, out of or relating to this Lease, and all
actions to enforce this Lease, shall be dealt with and adjudicated in the state
courts of the Commonwealth of Virginia or the United States District Court for
the Eastern District of Virginia and each of Landlord and Tenant for that
purpose hereby expressly and irrevocably submits itself to the jurisdiction of
such courts. Each of Landlord and Tenant agrees that so far as is permitted
under applicable law, this consent to personal jurisdiction shall be
self-operative and no further instrument or action, other than service of
process in one of the manners specified in this Lease, or as otherwise permitted
by law, shall be necessary in order to confer jurisdiction upon it in any such
court.

(b) To the extent that either Landlord or Tenant has or
hereafter may acquire any immunity from jurisdiction of any court or from any
legal process (whether through service or notice, attachment prior to judgment,
attachment in aid of execution, execution or otherwise) with respect to itself
or its property, each of Landlord and Tenant irrevocably waives such immunity in
respect of its obligations under this Lease.

Section 36.9 Landlord's Agent. Unless Landlord shall render written

notice to Tenant to the contrary, Tishman Speyer Properties, L.P. is authorized
to act as Landlord's Agent in connection with the performance of this Lease, and
Tenant shall direct all correspondence and requests to, and shall be entitled to
rely upon correspondence received from, Tishman Speyer Properties, L.P., as
agent for the Landlord in accordance with Article 26. Tenant acknowledges that

Tishman Speyer Properties, L.P. is acting solely as agent for Landlord in
connection with the foregoing; and neither Tishman Speyer Properties, L.P. nor
any of its direct or indirect partners, officers, shareholders, directors,
employees, principals, agents or representatives shall have any liability to
Tenant for the performance of Landlord's obligations under this Lease, and
Tenant waives any and all claims against any and all of such parties for the
performance of Landlord's obligations under this Lease, regardless of whether
performed by Landlord or Landlord's Agent.

Section 36.10 Estoppels.

(a) Within eleven (11) Business Days following a written request from Landlord or any Mortgagee or Lessor, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord and Tenant, (a) stating the Effective Date, the Commencement Date, all Rent Commencement Dates and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the Security Deposit, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and (g) responding to any other matters of a factual nature reasonably requested by Landlord or such Mortgagee or Lessor. Tenant acknowledges that any statement delivered pursuant to this Section 36.10 may be relied upon by any purchaser or owner of the Premises, or all or any portion of Landlord's interest in the Premises, or by any Mortgagee or Lessor, or assignee thereof.

(b) Within eleven (11) Business Days following a written request from Tenant, Landlord shall deliver to Tenant a written statement executed and acknowledged by Landlord, in form reasonably satisfactory to Tenant and Landlord, (a) stating the Effective Date, the Commencement Date, all Rent Commencement Dates and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent then payable, (c) stating whether or not, to the best of Landlord's knowledge, Tenant is in default under this Lease, and, if Tenant is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the Security Deposit, if any, under this Lease, (e) stating the address of Landlord to which all notices and communication under the Lease shall be sent, and (f) responding to any other matters of a factual nature reasonably requested by Tenant. Landlord acknowledges that any statement delivered pursuant to this Section 36.10 may be relied upon Tenant, or any assignee thereof.

Section 36.11 Certain Interpretational Rules. For purposes of this

Lease, whenever the words "include," "includes," or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of

any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question.

Section 36.12 Captions. The captions in this Lease are inserted only as

a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

Section 36.13 Parties Bound. The terms, covenants, conditions and

agreements contained in this Lease shall bind and inure to the benefit of
Landlord and Tenant and, except as otherwise provided in this Lease, to their
respective legal representatives, successors, and assigns.

Section 36.14 Counterparts. This Lease may be executed in two or more

counterparts, each of which shall constitute an original, but all of which, when
taken together, shall constitute but one instrument.

Section 36.15. No Third Party Beneficiary. This Lease is for the sole

and exclusive benefit of the parties hereto and their respective successors and
assigns, and no third party is intended to or shall have any rights hereunder.

Section 36.16. Rule Against Perpetuities. If the rule against

perpetuities or any other rule of law limits the time during which any provision
of this Lease shall be effective, then each such provision shall continue to be
effective until twenty-one (21) years after the death of the last survivor of
all of the members of the Senate of the United States of America, now serving,
and all of their children and grandchildren living on the date of execution of
this Lease.

Section 36.17. Reasonableness. Unless otherwise expressly provided

herein: each party hereto shall act, and shall cause their respective
architects, engineers, contractors, agents and employees to act, reasonably and
in good faith in satisfying their obligations and where one party's consent or
approval is sought by the other party, such consent or approval shall not be
unreasonably withheld, delayed or conditioned.

Section 36.18. Fees and Expenses. Except as otherwise provided for in

this Lease, each party hereto shall pay its own fees, costs and expenses
incurred in connection with this Lease and in the preparation for and
consummation of the transactions provided for herein. In the event of any
litigation arising out of or connected with this Lease, the prevailing party
shall be entitled to recover from the non-prevailing party all reasonable
attorneys' fees and costs incurred therein.

Section 36.19. Survival. In addition to any provisions which, by their

express terms, survive the expiration or earlier termination of this Lease, the
parties agree that (i) all monetary obligations and (ii) all other obligations
which by their nature will not be fully discharged as of the expiration or
earlier termination of this Lease, shall survive such expiration or termination
and continue in full force and effect until fully discharged.

Section 36.20. Time of Essence. Time shall be of the essence of this

Lease and each and every provision hereof.

Section 36.21. Deed of Lease; Resident Agent. Landlord hereby

designates James C. Brincefield, Jr., attorney-at-law, at the following address:
526 King Street, Alexandria, Virginia 22314 to serve as Landlord's resident
agent to receive service of process and other applicable notices pursuant to Va.
Codes (S)55-218.1 (1950)

as amended. For the purposes of Va. Code, Section 55-2 (1950) as amended, this Lease is and shall be deemed to be a Deed of Lease.

Section 36.22. Recordation. Except to the extent otherwise required by

law, neither Landlord nor Tenant shall record this Lease, provided that (i) a short form memorandum hereof (in the form attached as Exhibit O and (ii) a short

form memorandum of any purchase option specified herein (in the form attached as Exhibit S) may both be recorded at the request of either Landlord or Tenant,

provided the party requesting such recordation shall pay all costs, expenses and recordation taxes associated therewith. If recorded, each party covenants to execute and acknowledge upon the request of the other, a valid release of such memorandum, in recordable form, upon the expiration or earlier termination of this Lease or the rights referenced therein.

ARTICLE 37
CONDITIONS PRECEDENT

Notwithstanding anything in this Lease to the contrary, this Lease is not effective and binding on Tenant (with respect to Sections 37.2, 37.3 and 37.4), and Landlord and Tenant (with respect to Section 37.1, other than for Section 37.1 itself and Landlord's payment obligations thereunder) until satisfaction of the following conditions precedent (collectively, the "Conditions Precedent"). Satisfaction of all conditions in this Article 37 shall

be deemed satisfaction of the "Conditions Precedent". If any of the Conditions Precedent specified in Sections 37.2, 37.3 and 37.4 are not satisfied at the time of satisfaction of the Condition Precedent specified in Section 37.1, then, at Tenant's option, Tenant shall have the right, at any time prior to the earlier of (a) satisfaction of all such conditions or (b) the 30th/ day after satisfaction of the Conditions Precedent specified in Section 37.1, to terminate this Lease upon written notice to Landlord. Until such termination, Tenant also shall have the right to attempt to cause satisfaction of any such condition itself, subject to the self-help provisions of Section 19.2 of this Lease.

Section 37.1. WinStar Rejection. Landlord shall deliver and Tenant

shall receive a binding, unconditional and non-appealable order issued by the United States Bankruptcy Court for the District of Delaware in re WinStar Communications, Inc., et al., Case No. 01-1430; Chapter 11 proceeding authorizing and directing the rejection of the unexpired term of the WinStar lease (and such lease) currently encumbering the Building and any other interests WinStar may have in either the Building, the Land, any Option Building, or Waterview (including, without limitation, a valid, recordable release and termination of any interest in Waterview, including the rooftop, roof equipment, roof licenses, etc.) (the "Order"). In the event Landlord is unable to obtain and deliver the Order to Tenant on or before October 1, 2001, then Tenant shall have the right, at Tenant's sole and absolute discretion, for any reason or no reason, to terminate this Lease at any time until the Order is so delivered to Tenant, by giving written notice of such termination to Landlord. Upon any such termination, neither party shall have any

further obligation to the other except that Landlord shall pay to Tenant, within thirty (30) days after the date of such termination notice, an amount equal to the sum of (a) all actual out-of-pocket costs and expenses incurred by Tenant in connection with this Lease and Tenant's potential occupancy of the Premises for which Tenant has submitted reasonably detailed invoices, and (b) a liquidated amount equal to \$2,000,000.00. Landlord acknowledges that Tenant's damages are impossible to quantify and that the aforesaid amount is deemed to be a liquidated damage payment and not a penalty. Notwithstanding the foregoing, Landlord shall have the right (which may be exercised only twice) to extend its deadline for securing the Order by an additional thirty (30) days by notifying Tenant of its election to extend at least one (1) Business Day prior to the applicable deadline (i.e., from October 1, 2001 to November 1, 2001, and from November 1, 2001 to December 1, 2001). Each time Landlord elects to extend its deadline for securing the Order, the amount in subsection (b) of this Section 37.1 shall be increased by \$1,000,000.

Section 37.2 SNDA. At the time the condition specified in Section 37.1

is satisfied, if and only if there is a Mortgagor or Lessor in existence pursuant to Article 10, then Landlord shall deliver, and Tenant shall receive or refuse receipt thereof, the Non-Disturbance Agreement required in accordance with Section 10.5. Thereafter, the foregoing condition of Section 37.2 shall be deemed waived by Tenant subject to Section 10.5 (with any subordination of this Lease being conditioned on Tenant's receipt of a Non-Disturbance Agreement).

Section 37.3 Title Matters. At the time the condition specified in

Section 37.1 is satisfied, Landlord shall have delivered to Tenant and Commonwealth Land Title Insurance Company (the "Title Company") any and all items reasonably requested by the Title Company to satisfy the conditions listed on Schedule B, Section 1 of Tenant's Title Commitment No. 010415, dated April 26, 2001 (Rev. 6/23/01) ("Tenant's Title Commitment"), which Schedule B-1 (marked to show the conditions Landlord must satisfy) is attached as Exhibit Z

hereto.

Section 37.4 Title to Waterview. At the time the condition specified in

Section 37.1 is satisfied, Landlord shall have delivered to Tenant and the Title Company a file-stamped copy of a recorded Special Warranty Deed transferring, without restriction, title to all of the Adjacent Property (which was previously deeded to TST Woodland, L.L.C. pursuant to the Deed recorded in the land records of Fairfax County, Virginia at Deed Book 10163 at Page 1290) to Landlord so that Landlord is the sole fee simple owner to all of Waterview.

Section 37.5. Real Estate Brokerage Commission Agreement. At the time

the condition specified in Section 37.1 is satisfied, Landlord shall have delivered to Tenant a copy of a fully executed Real Estate Brokerage Commission Agreement by and between Landlord and Broker for Tenant.

ARTICLE 38
ASSOCIATION DECLARATION

Section 38.1 During the Term, but only so long as Tenant is leasing 100% of the Agreed Area of the Building, Landlord agrees that it shall not take any action, nor approve any amendment to the Declaration, nor vote on any matter, nor permit any Landlord Affiliate to take any action, approve any amendment to the Declaration or vote on any matter, whether in its capacity as Declarant or in its capacity as owner of the Land, which would materially adversely affect either (i) Tenant's use or enjoyment of the Premises or rights under the Lease or (ii) the economic obligations applicable to the Premises (and thus payable by Tenant under this Lease) in a discriminatory manner relative to other tenants at Woodland Park, without first obtaining Tenant's consent thereto, which consent may not be unreasonably withheld, conditioned or delayed. In addition, to the extent the Association Declaration grants to Landlord the right to consult with regard to, or participation in decisions relating to, amenities for the benefit of Waterview or Woodland Park (or any portion thereof), Landlord agrees that, so long as Tenant is leasing 100% of the Agreed Area of the Building, it will not exercise those rights (and that it will cause Declarant not to exercise such rights) during the Term without first consulting with Tenant and affording Tenant a meaningful opportunity to participate in such decisions or consultations.

Section 38.2 Landlord agrees to cause Declarant to enter into a binding letter agreement with Tenant (and deliver such letter agreement upon the delivery of this Lease) in the form of Exhibit R, hereto, under which Declarant,

among other things, irrevocably approves certain aspects of the proposed design of the Building, equipment planned to be installed by Tenant within the Land, and other matters relating to Tenant's planned occupancy that relate to the Association Declaration. Landlord further agrees to vote, in its capacity as an Owner under the Association Declaration, in the manner described in such letter. Landlord shall ensure that such letter is part of the official records of the Association for public view.

Section 38.3 Landlord hereby agrees that the Association and the Association Declaration shall not be administered in any manner that would be discriminatory against Tenant or have an effect on Tenant disproportionate to that on all other tenants in Woodland Park. Tenant shall have the right to review and approve fees and assessments of the Association consistent with Section 8.4(a).

Section 38.4 So long as one or more of Landlord's Affiliates is the Declarant under the Association, Landlord shall cause such Affiliates to administer the Association Declaration, and to exercise all consents and approvals thereunder, in a manner consistent with the standards for Landlord's consent and approval under this Lease.

Section 38.5 Tenant shall have the right to approve any amendments to the Association Declaration which would have an effect on Tenant disproportionate to that on all other tenants in Woodland Park.

ARTICLE 39
EXPANSION OPTIONS

In order to accommodate Tenant's desire for certain options for future expansion into Waterview II and Waterview III, simultaneously with its execution of this Lease, Landlord agrees to execute and deliver to (and with) Tenant that certain "Option Agreement" which is attached as Exhibit Q, and execute, deliver -----
and record that certain "Memorandum of Option" attached as an exhibit to the Option Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

TST WATERVIEW I, L.L.C.,
a Delaware limited liability company

By: _____(SEAL)

Name: _____

Title: _____

TENANT:

VERISIGN, INC.,
a Delaware corporation

By: _____(SEAL)

Name: _____

Title: _____

EXHIBIT A

Description of the Land

Beginning at an iron pipe set marking the intersection of the southeasterly right-of-way line of Centreville Road (Route 657) and the southerly right-of-way line of the Dulles Access and Toll Road (Route 267);

thence with said right-of-way line of the Dulles Access and Toll Road, the following five (5) courses:

S 69(degrees) 43' 30" E, 135.89 feet to an iron pipe found

S 72(degrees) 21' 11" E, 275.02 feet to an iron pipe set

S 69(degrees) 04' 14" E, 434.33 feet to an iron pipe set;

S 79(degrees) 08' 10" E, 255.41 feet to an iron pipe set marking the point of curvature of a non-tangent curve to the left and

48.14 feet along the arc of said curve having a radius of 8,794.40 feet and a chord bearing and chord of S68(degrees) 28' 07" E, 48.14 feet respectively,

to an iron pipe set marking the most northerly corner of now or formerly National Rural Utilities Cooperative Finance Corporation;

thence departing said Dulles Access and Toll Road and with the northerly lines of said National Rural Utilities Cooperative Finance Corporation the following four (4) courses:

S 03(degrees) 40' 38" E, 137.16 feet to an iron pipe set marking the point of curvature of a nontangent curve to the left;

224.74 feet along the arc of said curve having a radius of 862.05 feet and a chord bearing and chord of N 82(degrees) 39' 10" W, 224.10 feet respectively, to an iron pipe set;

S 07(degrees) 10' 13" W, 61.29 feet to an iron pipe set and

S 87(degrees) 37' 34" W, 300.45 feet

to an iron pipe set in the northerly right-of-way line of Woodland Park Road (Route 7806), said point marking the point of curvature of a non-tangent curve to the left;

thence with the said right-of-way line of Woodland Park Road

86.50 feet along the arc of said curve having a radius of 55.00 feet and a chord bearing and chord of S 88(degrees) 47' 10" W, 77.86 feet respectively,

to an iron pipe set marking the northeasterly corner of TST Woodland, L.L.C.;
thence departing said Woodland Park Road and with the northerly lines of said TST Woodland, L.L.C. the following eight (8) courses:

N 46(degrees) 16' 08" W, 45.22 feet to a point;
S 53(degrees) 38' 47" W, 131.13 feet to a point;
N 87(degrees) 14' 32" W, 405.49 feet to a point;
N 65(degrees) 26' 08" W, 84.93 feet to a point;
S 84(degrees) 34' 15" W, 175.57 feet to a point;
S 29(degrees) 04' 19" W, 70.64 feet to a point;
S 89(degrees) 27' 30" W, 84.90 feet to a point and
N 53(degrees) 11' 58" W, 37.00 feet

to an iron pipe set in the aforementioned southeasterly right-of-way line of Centreville Road marking the northwesterly corner of said TST Woodland, L.L.C.;

thence with the said right-of-way line of Centreville Road the following three (3) courses:

N 36(degrees) 48' 02" E, 334.78 feet to an iron pipe set;
N 51(degrees) 13' 27" E, 52.19 feet to an iron pipe set and
N 36(degrees) 47' 48" E, 352.70 feet

to the point of beginning.

Containing 497,009 square feet or 11.40976 acres of land.

EXHIBIT B

Definitions

"AAA": As defined in Section 34.2.

"Abatement Notice": As defined in Section 7.4(b).

"Above Building Standard Installations": As defined in Section 13.1.

"Additional Base Building Requirements": As defined in Section 2.3(b).

"Additional Rent": As defined in Article 1.

"Adverse Event": As defined in Article 30.

"Affiliate": An entity controlled by, controlling or under common control with, either Landlord or Tenant, as the case may be (including, without limitation, as to Tenant only, any Successor Corporation).

"Agreed Area of the Building": As defined in Article 1.

"Agreed Area of each Floor": As defined in Article 1.

"Agreed Area of the Premises": As defined in Article 1.

"Alterations": As defined in Section 5.1.

"Approved Zoning" shall mean, collectively, the following: (i) the Conceptual/Final Development Plan/Special Exception Plat prepared by William H. Gordon Associates, Inc., consisting of five (5) sheets variously dated December 1999 through June 23, 2000; (ii) Site Plan 5518-SP-25; (iii) the Proffers; and (iv) the Development Conditions.

"Assessed Valuation": As defined in Section 8.1(a).

"Association": Woodland Park Property Owners Association, Inc. and any successor thereto.

"Association Declaration": That certain Declaration of Covenants, Conditions and Restrictions dated February 25, 1986 and recorded February 26, 1986 in book 6324 at page 0514 among the land records of Fairfax County, Virginia, as may be amended from time to time.

"Base Rate": The annual rate of interest publicly announced from time to time by Citibank, N.A., or its successor, in New York, New York as its "base rate" (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its "base rate").

"Base Building": The Building to be constructed upon the Land in accordance with the Base Building Construction Documents.

"Base Building Construction Documents": As defined in Exhibit C.

"Base Building Work": As defined in Exhibit C.

"BOMA Standard": The 1996 edition of the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association (ANSI/BOMA Z65.1-1996).

"Broker for Tenant": As defined in Article 1.

"Building": As defined in Article 1.

"Building Services": As defined in Article 11.

"Building Systems": The mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety, elevator and other service systems or facilities of the Base Building, sprinklers and the horizontal distribution systems within and servicing the Base Building and by which mechanical, electrical, plumbing, sanitary, heating, ventilating and air conditioning, security, life-safety and other service systems are distributed for provision of such services to the Base Building.

"Business Days": All days, excluding Saturdays, Sundays and all days observed by either the State in which the Building is located, or the Federal Government.

"Business Hours": Daily from 8:00 a.m. to 7:00 p.m., Saturdays 9:00 a.m. to 1:00 p.m., Sundays and Holidays excepted or, for as long as Tenant is the sole tenant, such other hours as Tenant may elect.

"Code": The Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Comparable Buildings": As defined in Section 7.1.

"Commencement Date": As defined in Article 1.

"Common Areas" : During any period in which the Building is multi-tenanted, (i) all portions of the Land other than portions upon which the Building is physically located, including all exterior parking areas (but excluding the Parking Garage), drive ways, landscaped areas and the like, and (ii) all loading docks, corridors, lobbies, elevator cabs, stairs, telephone closets, electrical closets, janitorial closets, plenums, risers, core area restrooms and other public portions of the Building (but the foregoing shall not be construed to render any plenum, electrical or telecommunications closets on any Floor leased solely to Tenant to constitute a Common Area). The foregoing notwithstanding, during any period in which Tenant is leasing (A) 100% of the Building, Tenant shall have the exclusive right to use the interior Common Areas, and priority usage of the exterior Common Areas, and (B) 100% of any Floor of the Building, Tenant shall have the exclusive right to use the interior Common Areas on such Floor.

"Communications Equipment": As defined in Section 3.1(c).

"Competitors": As defined in Section 33.6.

"Conditions Precedent": As defined in Section 37.

"Construction Default": As defined in Section 19.2.

"Construction Procedures": As defined in Section 5.2.

"Control" (including the terms "controlled by" and "under common control with": The possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or as trustee or executor, by contract or credit arrangement or otherwise. For the purposes hereof, "control" shall be deemed to also require ownership of not less than ten (10%) of the voting stock or other beneficial interest of such corporation (or other entity). Notwithstanding the foregoing, ownership of fifty-one percent (51%) or more of the voting stock of such corporation shall be deemed control hereunder.

"Decorative Alterations": As defined in Section 5.1.

"Deficiency": The difference between (a) the Fixed Rent (including the unamortized portion of the Supplemental Allowance) and Additional Rent for the relevant period, and (b) the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of the Lease for any part of such period (after first deducting from such rents all reasonable expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting, including repossession costs, brokerage commissions, attorneys' fees and disbursements, and alteration costs).

"Design and Construction Agreement": The Design and Construction Agreement of even date herewith attached hereto and incorporated herein as Exhibit C.

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"Development Conditions": As defined in Section 20.2.

"Discretionary Expenses": All Operating Expenses except insurance (cost, not scope, so long as the scope is consistent with other Tishman properties in the area), labor contracts negotiated pursuant to collective bargaining agreements (cost, not scope, so long as the scope is consistent with other Tishman properties in the area), snow removal (as to cost only, but not number of incidents), utility rates, expenditures incurred in respect of an emergency, and costs of elevator, mechanical, electrical, maintenance and life-safety contracts.

"Environmental Laws": (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), (ii) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), (iii) the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.) and the regulations adopted and promulgated pursuant thereto, (iv) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.), and the regulations adopted and promulgated pursuant thereto, (vi) any other Federal, state or local environmental law, ordinance, rule, regulation and/or other statute or order of a governmental authority relating to pollution or protection of the environment, and (vii) any Federal, state or local law, ordinance, rule, regulation and/or other statute or order of a governmental authority relating to the protection, use or development for commercial purposes of any "wetlands".

"Environmental Liabilities": Any and all reasonable and necessary costs, liabilities, damages and expenses (including reasonable attorneys fees and court costs) incurred, suffered or sustained with respect to the presence, removal, utilization, generation, storage, transportation, disposal or treatment of any Hazardous Materials or any Hazardous Materials Release, including cleanups, remedial and response actions, remedial investigations and feasibility studies, and permits and licenses required by, or required to be undertaken in order to comply with any Environmental Laws, as well as any damages for injury to person, property or natural resources resulting from Hazardous Materials or any Hazardous Materials Release, and claims of governmental agencies or third parties for cleanup costs and costs of removal, discharge, and satisfaction of all liens, encumbrances and restrictions on the Premises relating to the foregoing.

"Equipment": As defined in Section 5.6.

"Estimate": As defined in Section 13.1.

"Essential Service": As defined in Section 7.4(b).

"Event of Default": As defined in Article 17.

"Excess TI Costs": As defined in Section 2.2.

"Expense Statement": As defined in Section 8.4(b).

"Expiration Date": As defined in Article 1.

"Extension Option": As defined in Section 31.1.

"Final Completion": As to any construction performed in, on or about the Premises, the Building or the Land, that such work shall have been completed as certified by an architect selected by Tenant and an architect selected by Landlord as being complete based on their reasonable professional judgments using AIA standards. Without limitation, the Standard Base Building Work shall not have achieved Final Completion until satisfaction of the following items: satisfactory completion of Punch List Items and delivery to Tenant of all warranties (per the specification), equipment and operations manuals, all building materials to be stockpiled, lien releases from all contractors and suppliers, "as built" drawings, HVAC commissioning and balancing reports, evidence of compliance with the acoustical criteria for the curtain wall system, and the existing elevator contractor with Otis Elevator made freely assignable to Tenant or its designee.

"Financial Condition": Shall mean satisfaction of the following test: (1) tangible net worth (i.e., assets minus liabilities (in each case excluding goodwill)) as of the end of the immediately preceding quarter of \$400,000,000; and (2) revenues for the preceding four quarters of not less than \$500,000,000.

"First Class Retailers": As defined in Section 20.7.

"Extension Period Fixed Rent": As defined in Section 31.2(b)(i).

"Extension Period": As defined in Section 31.1.

"Extension Periods": As defined in Section 2.3(c).

"FMR": As Defined in Section 31.2.

"Fixed Rent": As defined in Article 1.

"Floor": A full floor of the Building. The term "Floor" preceded by a number shall mean the indicated floor of the Building.

"Floor Ready Condition": As defined in Exhibit C.

"Foreclosure Date": As defined in Section 10.5(c).

"GAAP": Generally accepted accounting principles, consistently applied.

"Governmental Authority (Authorities)": The United States of America, the Commonwealth of Virginia, the County of Fairfax, or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises or any portion thereof or the curbs, sidewalks, and areas adjacent thereto.

"Hazardous Materials": Any substances, materials or wastes currently or in the future deemed or defined in any Requirement as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import, except for reasonable quantities of customary office, cleaning and cafeteria supplies.

"Hazardous Materials Release": Any release, spill, leak, pumping, pouring, emitting, emptying, discharge, injection, escaping, leaching, dumping or disposing into the environment (air, land or water) of any Hazardous Materials.

"Holidays" shall be: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"Incentives": As defined in Section 20.6.

"Indemnatee": As to Landlord: Landlord, Landlord's Agent, each Mortgagee and each Lessor, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, invitees, servants, agents, or representatives; and as to Tenant: Tenant and each of its direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, invitees, servants, agents or representatives.

"Initial Calendar Year": As defined in Section 8.4.

"Initial Installations": As defined in Section 4.1.

"Initial Term": As defined in Section 2.3(c)

"Insured Parties": As defined in Section 12.1(c).

"Interest Rate": As defined in Article 1.

"Issuing Bank": As defined in Section 35.2.

"Land": As defined in Article 1.

"Landlord Affiliate": Any entity that is an Affiliate of Landlord. Without limitation, the term "Landlord Affiliate" shall be deemed to include (i) TST Woodland, L.L.C., a Delaware limited liability company (the "Declarant"), (ii) Tishman Speyer Properties, L.P., a Delaware limited partnership, (iii) Tishman Speyer Crown Equities, a Delaware general partnership, (iv) Tishman Speyer Associates Limited Partnership, a New York limited partnership, and (v) Tishman Speyer/Traveler's Real Estate Venture, L.P., a Delaware limited partnership (the "Fund").

"Landlord Delay": Any actual delay suffered by Tenant in the completion of the Initial Installations to the extent caused by any negligence, misconduct or unreasonable interference of, or any breach of this Lease by, Landlord and/or Landlord's Agent or Affiliates.

"Landlord's Agent": As defined in Article 1.

"Landlord's Agents": Landlord's agents, employees, contractors and subcontractors and, solely while in the control of Landlord an invitee of Landlord (but expressly excluding Tenant or Tenant's Agents).

"Landlord's Contribution": As defined in Article 1.

"Landlord's FMR Proposal": As defined in Section 31.3.

"Last Rent Commencement Date": As defined in Article 1.

"Latent Defects": Any defect in design, materials or construction not readily discernible upon a physical inspection of the Premises.

"Lease Year": The period commencing on the Last Rent Commencement Date and ending on the last day of the month which completes twelve (12) full calendar months after the Last Rent Commencement Date, and each twelve (12) month period thereafter commencing on the first (1st) day after the end of the immediately preceding Lease Year, except that the last Lease Year shall end on the last day of the Term.

"Lender": As defined in Section 10.5.

"Lessor": A lessor under a Superior Lease.

"Letter of Credit": As defined in Section 35.2.

"Lock-Out Allowance": As defined in Exhibit C, Paragraph C.2(g).

"Lock-Out Date": As defined in Section 32.1(c).

"Losses": As defined in Section 29.1(b).

"Major Alterations": As defined in Section 5.1.

"Material Default": Shall mean (i) any Event of Default in the payment of money, or (ii) any non-monetary Event of Default arising in relation to a substantial or material obligation of Tenant under this Lease (as opposed to a minor non-compliance with a non-monetary covenant, even where such non-compliance extends past applicable cure periods hereunder). Without limitation, a failure to comply with, or violation of, the following non-monetary covenants shall be deemed to be material, and shall constitute Material Defaults hereunder if the same continue after expiration of the applicable cure period under this Lease: (A) any failure of Tenant to deliver the Security Deposit as and when provided herein, or to replace or refresh the Security Deposit as and where provided herein; (B) any failure of Tenant to accept delivery of possession of the Premises (or any phase thereof) when Substantial Completion thereof has occurred and tender of possession thereof is made in accordance herewith; (C) any violation of the Permitted Uses provisions of this Lease in more than de minimis ways; (D) any assignment or sublease made in violation of the requirements of this Lease; (E) any violation by Tenant of its environmental covenants under this Lease; (F) any failure by Tenant to obtain insurance coverage required by this Lease; (G) any holdover by Tenant in violation of this Lease; (H) any breach of Tenant's obligation to deliver possession of the Premises to Landlord at the expiration or earlier termination of the Term in the condition required herein; and (I) any material violation of a Requirement required to be complied with by Tenant under this Lease.

"Memorandum of Option": As defined in Article 39.

"Mortgage(s)": Any mortgage, trust indenture or other financing document which may now or hereafter affect the Premises, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder.

"Mortgagee(s)": Any mortgagee, trustee or other holder of a Mortgage.

"Non-Disturbance Agreement": As defined in Section 10.5.

"Non-Renewal Notice": As defined in Section 35.2.

"Offer Notice": As defined in Section 32.2(a).

"Offer Price": As defined in Section 32.2(a).

"Operating Budget": As defined in Section 8.4(a).

"Operating Expenses": As defined in Section 8.1(b).

"Option Agreement": That certain Option Agreement dated as of even date herewith by and between Landlord and Tenant.

"Option Building": As defined in Article 1.

"Option Land": As defined in Article 1.

"Option Notice": As defined in Section 31.1.

"Option Property": As defined in Article 1.

"Order": As defined in Section 37.1.

"Outside Date": As defined in Section 2.3(a)(1).

"PSA": As defined in Section 32.1(c).

"Parking Garage": As defined in Section 3.3.

"Partial Renewal": As defined in Section 31.5.

"Partial Term": The period (if any) commencing on the Commencement Date and ending on the day immediately preceding the Last Rent Commencement Date.

"Parties": As defined in Section 36.3.

"Partners": As defined in Section 15.9.

"Partnership Tenant": As defined in Section 15.8.

"Pending Contract": As defined in Section 32.2(a).

"Permitted Entity": As defined in Section 33.6.

"Permitted Uses": As defined in Article 1.

"Person": A natural person, a partnership, a limited liability company, a corporation and any other form of business or legal association or entity.

"Phase One": As defined in Section 2.3(b).

"Phase Two": As defined in Section 2.3(b).

"Phasing Plan": As defined in Section 2.4.

"Plans and Specifications": The Base Building Construction Documents and the Initial Installations Construction Documents, both as defined in the Design and Construction Agreement attached Exhibit C.

"Policy": As defined in Section 12.1(c).

"Premises": As defined in Article 1.

"Primary Purchase Option": As defined in Section 32.1(a).

"Proffers": As defined in Section 20.2.

"Prohibited Use": Any use or occupancy of the Premises that would: (a) cause unreasonable damage to the Building or any equipment, facilities or other systems therein; (b) impair the exterior appearance of the Building in more than a de minimis manner; (c) violate the certificate of occupancy issued for the Building or (d) be inconsistent (in more than a de minimis manner) with the Permitted Uses hereunder. "Prohibited Use" also includes the use of any part of the Premises for: (i) a restaurant or bar (except for the use of in-house food service and cafeteria purposes); (ii) the preparation, consumption, storage, manufacture or sale of food, beverages, liquor, tobacco (except in connection with vending machines and/or warming kitchens or a restaurant or cafeteria installed for the use of employees or permitted occupants of the Premises only) or drugs; (iii) the business of photocopying, multilith or offset printing (except photocopying in connection with businesses of permitted occupants of the Premises); (iv) a typing or stenography business; (v) a school or classroom (except for the use of employees of permitted occupants of the Premises only); (vi) lodging or sleeping; (vii) the operation of retail facilities (meaning a business whose primary patronage arises from the generalized solicitation of the general public to visit Tenant's offices in person without a prior appointment) of a savings and loan association or retail facilities of any financial, lending, securities brokerage or investment activity; (viii) a payroll office (except for the use of employees of permitted occupants of the Premises only); (ix) a barber, beauty or manicure shop; (x) an employment agency, executive search firm or similar enterprise; (xi) offices of any Governmental Authority, any foreign government, or any agency or department of the foregoing; (xii) the manufacture, retail sale, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in the Premises; (xiii) the rendering of medical, dental or other therapeutic or diagnostic services (except for the use of employees of permitted occupants of the Premises only); or (xiv) any illegal purposes or any activity constituting a nuisance.

"Punch List Items": Items of construction which require correction or completion due to one or more minor or insubstantial details of construction, decoration, mechanical adjustment or installation, and that do not unreasonably and adversely affect the use and occupancy of the Premises for the normal conduct of Tenant's business and/or do not materially and adversely detract from the overall aesthetic appearance of the Premises or the Building.

"Purchase Notice": As defined in Section 32.1(b).

"ROFOP": As defined in Section 32.2(a).

"ROFOP PSA": As defined in Section 32.2(c).

"Reduced Service": As defined in Section 11.1(b).

"Reduction": As defined in Section 35.5(a).

"Reduction Date": As defined in Section 35.5(a).

"Reduction Schedule": As defined in Section 35.5(a).

"Renewal Parameters": As defined in Section 31.2(b).

"Rent": As defined in Article 1.

"Rent Commencement Date": As defined in Article 1.

"Requirements": All laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary and ordinary of (i) all Governmental Authorities, including the Americans With Disabilities Act, 42 U.S.C. ss. 12,101 (et seq.), and any law of like import, and all rules, regulations and government orders with respect thereto, and any of the foregoing relating to Hazardous Materials, environmental matters, public health and safety matters, (ii) any applicable fire rating bureau or other body exercising similar functions, affecting the Premises or the maintenance, use or occupation thereof, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same and (iii) all requirements of all insurance bodies affecting the Premises which are customarily applicable to Comparable Buildings.

"Required Improvements": All improvements which are required to be performed or made by Landlord pursuant to the Approved Zoning.

"Rules and Regulations": The rules and regulations annexed to and made a part of this Lease as Exhibit I, as they may be modified from time to time by

Landlord.

"Secondary Financial Condition": Satisfaction of the following test: (1) tangible net worth (i.e., assets minus liabilities (in each case excluding goodwill)) as of the end of the immediately preceding quarter of \$200,000,000; and (2) revenues for the preceding four quarters of not less than \$250,000,000.

"Security Deposit": As defined in Article 1.

"Senior Lienors": As defined in Section 10.5(a).

"Special Offset Amounts": As defined in Section 19.2(b).

"Specialty Alterations": Initial Installations and Alterations consisting of the cafeteria (but not normal kitchens or executive bathrooms), computer installations (other than raised floors), safe deposit boxes, vaults, reinforced floors (unless there is no adverse effect (other than a de minimis effect) upon adjacent floors and spaces), internal staircases, conveyors, dumbwaiters, supplemental HVAC, generators, Communications Equipment and other Initial Installations and Alterations of a similar character (but not cabling, partitions, decorative Alterations and the like) which deviate from generic improvements made to office space in Comparable Buildings.

"Standard Base Building Work": As defined in Exhibit C.

"Substantial Completion": As to any construction performed by any party in the Premises, including the Base Building Work, Initial Installations, or any Alterations, "Substantial Completion" or "Substantially Completed" means that such work has been completed substantially in accordance with (a) the provisions of this Lease and the Design and Construction Agreement applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Requirements, except for Punch List Items. With respect to the Standard Base Building Work, "Substantial Completion" shall also include (i) the completion of the Base Building substantially in accordance with the requirements specified in Exhibit C, Schedule C-6 ("Building Shell Definition") as evidenced by the

issuance of a certificate of substantial completion by Landlord's architect, (ii) all Building Systems and equipment having been tested and operating, (iii) all interior and exterior common and public-type areas (including telephone trunk lines to the Building, mechanical rooms, electrical closets, and janitor closets for the applicable Floor, the Building lobby, the elevator lobbies for the applicable Floor, all public restrooms which are part of such Floor, and all other common and public areas of floors to be occupied in such phase by Tenant) (except for Punch List Items and long lead items therein, as aforesaid), being completed to the extent necessary to permit construction of the Initial Installations and occupancy, (iv) the receipt of a building shell non-residential use permit for the Base Building, (v) completion of the items specified in Exhibit C, Schedule C-7 ("Floor Ready Condition") for each Floor,

and (vi) all exterior site improvements, including but not limited to the Parking Garage, surface parking areas, landscaping and exterior utilities, have been substantially completed and operational (subject to Punch List Items), other than those items (including final landscaping installations) which are reasonably deferred due to seasonal considerations or which are long-lead items the delayed installation of which will not unreasonably and adversely affect the ability of Tenant to make beneficial use of such improvements or the Premises (or the applicable portion thereof).

"Successor Corporation" shall mean: (A) any successor entity via a bona fide merger, consolidation, business reorganization or sale of substantially all of the assets or stock of VeriSign, Inc.; or (B) any entity which acquires all or substantially all of the

assets or stock of Tenant by merger, consolidation, acquisition or other business reorganization.

"Super Outside Date": As defined in Section 2.3(a)(1).

"Superior Lease(s)": Any ground or underlying lease of the Land or any part thereof heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof.

"Supplemental Allowance": As defined in Section 2.2.

"Surrender Term": As defined in Section 2.3.

"Taxes": As defined in Section 8.1.

"Tenant Affiliate": any entity that is an Affiliate of Tenant.

"Tenant Delay": Any actual delay suffered by Landlord in the completion of the Base Building Work to the extent caused by any negligence, misconduct or unreasonable interference of, or any breach of this Lease by, Tenant and/or Tenant's Agents.

"Tenant's Agents": Tenant's agents, employees, contractors, subcontractors, sublessees, licensees and, solely while on the roof of the Building or within the Building and under Tenant's control, invitees and business visitors (but expressly excluding Landlord and Landlord's Agents).

"Tenant's Notice": As defined in Section 15.2.

"Tenant's Operating Expense Payment": As defined in Section 8.4.

"Tenant's Parking Allocation": As defined in Section 3.3(a).

"Tenant's Proportionate Share": As defined in Article 1.

"Tenant's Property": Tenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Premises or Building.

"Term": As defined in Article 1.

"Threshold": As defined in Section 15.1(a)(i).

"Transfer": As defined in Section 36.2.

"Unavoidable Delays": The inability of either Landlord or Tenant to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by such Person or such Person's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or such Person's inability to supply or delay in supplying any equipment or fixtures, if such Person's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever reasonably beyond such Person's control and is not caused by such Person's negligence or willful misconduct, except that lack of funds shall not be deemed a cause beyond the reasonable control of either Landlord or Tenant.

"Woodland Park": The property generally known as Woodland Park and consisting, as of the date of this Lease, of approximately 170 acres located in Fairfax County, Virginia, as shown on Exhibit J.

EXHIBIT C

Design and Construction Agreement

(Attached hereto)

EXHIBIT D

Fixed Rent Schedule

Lease Year	Annual Fixed Rental Rate/rsf	Annual Fixed Rent	Monthly Fixed Rent
1	\$21.00	\$8,497,965.00	\$708,163.75
2	\$21.74	\$8,795,393.78	\$732,949.48
3	\$22.50	\$9,103,232.56	\$758,602.71
4	\$23.28	\$9,421,845.70	\$785,153.81
5	\$24.10	\$9,751,610.30	\$812,634.19
6	\$24.94	\$10,092,916.66	\$841,076.39
7	\$25.81	\$10,446,168.74	\$870,514.06
8	\$26.72	\$10,811,784.65	\$900,982.05
9	\$27.65	\$11,190,197.11	\$932,516.43
10	\$28.62	\$11,581,854.01	\$965,154.50
11	\$29.62	\$11,987,218.90	\$998,934.91

Extension Period #1 See Section 31
 Extension Period #2 See Section 31
 Extension Period #3 See Section 31

NOTE: Monthly Fixed Rent for the period prior to the beginning of Lease Year #1 (which Lease Year begins only on the Last Rent Commencement Date) shall be calculated at the same per square foot annual rental rate provided for Lease Year #1 (i.e., \$21.00 p.s.f.), and shall be determined for each month during such period by multiplying such annual rental rate by the number of square feet of the Premises for which a Rent Commencement Date has occurred, and dividing the product so obtained by 12.

NOTE: If applicable, the Fixed Rent stated above shall be modified to include amounts required to be amortized into Fixed Rent in accordance with the provisions of Section 2.2 of the Lease, if any (which amounts shall be separately stated so as to not be subject to any annual escalation as above provided). The parties agree to execute an amendment to this Lease which specifies the amount of additional Fixed Rent that will become applicable by operation of such provision within a reasonable time after such calculation is made.

NOTE: Fixed Rental Rate escalation factor is 3.5% per annum.

EXHIBIT E

Subordination, Non-Disturbance and Attornment Agreement

No form SNDA shall be attached. Any SNDA to be signed in the future shall be in compliance in all material respects with Section 10.5 of the Lease.

EXHIBIT F

Cleaning Specifications

CONTRACTOR RESPONSIBILITIES

I. GENERAL CLEANING.

A. DAILY.

a. Vacuum carpeted areas and rugs, moving light furniture, other than desks, file cabinets, etc.

b. Empty and clean wastepaper baskets, ash trays, receptacles, etc.; damp dust as necessary. All cardboard, paper, and cans will be recycled and placed in appropriate dumpsters located in loading dock.

c. Clean cigarette urns and replace sand or water, as necessary.

d. Remove wastepaper and waste materials to a designated area in the building, using special janitorial carriages. Waste or rubbish bags shall be standardized to accommodate a uniform trash bag, whenever possible.

e. Dust baseboards, chair rails, trim louvers, pictures, charts, etc. within reach.

f. Wash drinking fountains and coolers.

g. Keep janitorial room in clean and orderly condition.

B. WEEKLY.

a. Dust and wipe clean furniture, fixtures, desk equipment, telephones, and window sills with specially treated cloths.

II. LAVATORIES/TOILET ROOMS, EXECUTIVE BATHROOMS AND KITCHENS.

A. DAILY.

a. Sweep and mop flooring with approved germicidal detergent solution.

b. Wash and polish mirrors, shelves, bright work, etc., including flushometers, piping, and toilet seat hinges.

c. Wash both sides of toilet seats, basins and bowls, and urinals using a brush with an approved germicidal detergent solution.

- d. Dust partitions.
- e. Wash tile walls, dispensers, and receptacles.
- f. Empty and clean towel and sanitary disposal receptacles.
- g. Remove wastepaper and refuse to designated area in the building, using special janitorial carriages, approved by Agent.
- h. Fill toilet tissue, soap (with first quality liquid soap), hand lotion dispensers, sanitary napkin, seat covers and towel dispensers with supplies furnished by Service Contractor as approved by Manager.
- i. Toilet bowl brush shall be used on toilet bowls and care shall be given to clean flush holes under rim of bowls and passage traps. Bowl Cleaner shall be used at least once a month and more often, if necessary.
- j. Flush floor drains with water at least once a week.

The intent of this specification is that toilet rooms shall be maintained in a clean and odor free condition upon completion of nightly cleanup. It is understood that in the kitchen, pantries, and coffee bars, Service Contractor will have no obligation to wash dishes or other utensils unless stipulated within or by a separate side agreement.

III. ENTRANCE LOBBY.

B. DAILY.

- a. Sweep and damp marble flooring. Wipe down columns with a damp cloth.
- b. Directory board glass is to be cleaned with a glass cleaner.
- c. Clean building entrance glass door with a glass cleaner and wipe down chrome handles and trim with a dry cloth.
- d. Vacuum entrance floor mats.
- e. Clean all cigarette urn(s) and wipe down chrome lids. Replace sand, as necessary.
- f. Floor in elevator cabs will be vacuumed and properly maintained. If carpet is stained, remove soluble spots which can safely respond to standard spotting procedure without risk of injury to color or fabric.
- g. Dust and rub down elevator doors, walls, metal work, and saddles in elevator cabs.

- h. Dust walls up to twelve feet, and keep free from finger marks, smudges, etc.

IV. OFFICE AREAS.

A. DAILY.

- a. Elevator, office and utility doors on each floor will be checked for general cleanliness, removing finger marks, as necessary.
- b. Remove finger marks from metal partitions, glass and wood doors and partitions, and other similar surfaces, as necessary and practical.
- c. Wipe clean interior building metal, as necessary and practical.
- d. Dust window sills.

B. MONTHLY.

- a. Unoccupied finished areas shall be swept or vacuumed, if carpeted.
- b. All grille, ceiling, and wall area around air conditioning and return air grilles will be cleaned, in place, once each month or more often, if necessary.
- c. Dust Venetian blinds.

C. QUARTERLY.

- a. Dust pictures, frames, charts, graphs, and similar wall hangings not reached in nightly cleaning.
- b. Dust vertical surfaces such as partitions, ventilating louvers, etc., not reached in nightly cleaning.

D. ANNUALLY.

- a. Dust and clean electric fixtures and any other fittings in public corridors as necessary.

V. LAVATORIES, SHOWERS, EXECUTIVE BATHROOMS, KITCHEN AND PANTRIES.

A. MONTHLY.

- a. Machine scrub flooring with approved germicidal detergent solution, as necessary.

- b. Wash partitions, tile walls, and enamel surfaces with approved germicidal detergent solution.
- c. Dust exterior of lighting fixtures.
- d. Do high dusting.

VI. FLOOR MAINTENANCE.

A. WEEKLY.

- a. Buff composition flooring once a week. (strip quarterly and apply three (3) coats of approved finish). This specification includes common area and tenant areas.

B. AS NEEDED BASIS.

- a. Spot cleaning of carpeting in elevator lobbies and corridors, as needed, to remove soluble spots which safely respond to standard spotting procedures without risk or injury to color of fabric.
- b. Resilient tile flooring shall be maintained in a waxed, polished, scrub free condition at all times. Wherever floors require wet mopping, it is essential that they be left in a streak free condition.
- c. Contractor shall use a low alkaline, non-injurious detergent for floor maintenance.
- d. Contractor shall use approved floor finishes that are non-staining and provide a high degree of slip prevention.
- e. Contractor shall wash and wipe baseboards during the floor maintenance operation.

VII. PUBLIC AREAS.

A. DAILY.

- a. Elevator stainless steel to be washed using neutral cleaner and polished dry with soft white terry cloth.
- b. Restroom stainless steel washed with neutral cleaner and polished dry with a soft white terry cloth.

B. WEEKLY.

- a. Restroom floors and walls around urinals will be scrubbed.

C. MONTHLY.

- a. Restroom floors to be scrubbed.

D. QUARTERLY.

- a. Machine marble granite lobby floor with an approved cleaning agent.

E. OTHER.

- a. Remove current residual wax from granite lobby floor (one time).

VIII. TENANT AREAS.

A. DAILY.

- a. Marble flooring will be dust mopped and spot mopped.
- b. Carpeting will be spot cleaned daily using plain cold water and a clean white terry cloth rag.
- c. Partition glass will be spot cleaned daily.
- d. All glass doors off of elevator lobby will be cleaned daily with a glass cleaner.

B. WEEKLY.

- a. Office areas with wood flooring will be buffed using a 18" floor machine with a soft white buffing pad.
- b. Etched glass will be dusted only, using an artificial lambswool duster.

NOTE: It is understood that, from time to time during the term of this Agreement, Owner may request Service Contractor to perform services or provide materials which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (herein "Additional Work"). Service Contractor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable, if any, to Service Contractor for the full performance of said Additional Work.

EXHIBIT G

Letter of Credit

DRAFT

DATE: _____, 2001

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: _____

BENEFICIARY APPLICANT

TST WATERVIEW I, L.L.C. VERISIGN, INC.
c/o Tishman Speyer Properties, L.P. [ADDRESS]
520 Madison Avenue
New York, New York 10022
Attn: Chief Legal Officer

AMOUNT
US \$14,000,000
FOURTEEN MILLION AND 00/100 US

DOLLARS

EXPIRATION _____, 2002 AT OUR COUNTERS

WE HEREBY ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR WHICH IS AVAILABLE BY PAYMENT WITH BANK OF AMERICA N.A., 333 S. BEAUDRY AVE. 19TH FLOOR, LOS ANGELES, CA 90017, UPON PRESENTATION OF YOUR DRAFTS AT SIGHT, ACCOMPANIED BY:

BENEFICIARY'S SIGNED STATEMENT CERTIFYING THAT PURSUANT TO THE LEASE DATED AS OF _____, 2001 BY AND BETWEEN TST WATERVIEW I, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("LANDLORD") AND VERISIGN, INC., A DELAWARE CORPORATION ("TENANT"), (THE "LEASE") THE LANDLORD IS PERMITTED TO DRAW UPON THE LETTER OF CREDIT UNDER THE EXPRESS TERMS OF THE LEASE AND SETTING FORTH THE AMOUNT THAT LANDLORD IS PERMITTED TO DRAW IN CONNECTION THEREWITH.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT AND EACH SUCCESSIVE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE, WE SHALL NOTIFY YOU IN WRITING SENT BY OVERNIGHT COURIER [OPEN FOR BofA REVIEW: TO THE ADDRESS SET FORTH ABOVE,

WITH A COPY OF SUCH NOTICE TO TST WATERVIEW I, L.L.C., c/o Tishman Speyer Properties, L.P., 520 Madison Avenue, New York, New York 10022, attn: Chief financial officer] THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT FOR SUCH ADDITIONAL ONE YEAR PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE YOU MAY DRAW HEREUNDER BY MEANS OF YOUR DRAFT ON US AT SIGHT, ACCOMPANIED BY YOUR WRITTEN STATEMENT THAT YOU HAVE NOT RECEIVED AN APPROPRIATE RENEWAL OR REPLACEMENT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS TRANSFERABLE. TRANSFER OF THIS LETTER OF CREDIT MAY BE EFFECTED UPON PRESENTATION TO US OF THIS ORIGINAL LETTER OF CREDIT, A TRANSFER REQUEST IN THE FORM OF EXHIBIT A ATTACHED HERETO AND PAYMENT OF OUR TRANSFER FEE.

ALL DRAFTS DRAWN UNDER THIS CREDIT MUST BEAR ON THEIR FACE THE CLAUSE "DRAWN UNDER [ISSUING BANK] LETTER OF CREDIT NO. _____ DATED _____, 200__."

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

WE HEREBY AGREE WITH THE BENEFICIARY THAT DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, THAT THE SAME WILL BE DULY HONORED UPON PRESENTATION TO US.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

EXHIBIT A

REQUEST FOR ENTIRE ABSOLUTE AND IRREVOCABLE TRANSFER OF
LETTER OF CREDIT WITHOUT SUBSTITUTION OF INVOICES

_____, 200____
NAME

ADDRESS LETTER OF CREDIT NO. _____

ISSUED BY _____

TO: BANK OF AMERICA, N.A.

WE REQUEST YOU TO TRANSFER ALL OF OUR RIGHTS AS BENEFICIARY UNDER THE LETTER OF CREDIT REFERENCED ABOVE TO THE NEW BENEFICIARY NAMED BELOW, WHO IS THE SUCCESSOR IN INTEREST UNDER THE LEASE REFERRED TO IN THE LETTER OF CREDIT:

NAME OF NEW BENEFICIARY

ADDRESS

BY THIS TRANSFER, ALL OUR RIGHTS AS THE ORIGINAL BENEFICIARY, INCLUDING ALL RIGHTS TO MAKE DRAWINGS UNDER THE LETTER OF CREDIT, GO TO THE NEW BENEFICIARY. THE NEW BENEFICIARY SHALL HAVE SOLE RIGHTS AS BENEFICIARY, WHETHER EXISTING NOW OR IN THE FUTURE, INCLUDING SOLE RIGHTS TO AGREE TO ANY AMENDMENTS, INCLUDING INCREASES OR EXTENSIONS OR OTHER CHANGES. ALL AMENDMENTS WILL BE SENT DIRECTLY TO THE NEW BENEFICIARY WITHOUT THE NECESSITY OF CONSENT BY OR NOTICE TO US.

WE ENCLOSE THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS. PLEASE INDICATE YOUR ACCEPTANCE OF OUR REQUEST FOR THE TRANSFER BY ENDORSING THE LETTER OF CREDIT AND SEND IT TO THE NEW BENEFICIARY WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

FOR YOUR TRANSFER FEE:

____ ENCLOSED IS OUR CHECK FOR \$ _____ (NOT TO EXCEED \$1,000)

____ YOU MAY DEBIT MY/OUR ACCOUNT NO. _____

[OPEN FOR BofA REVIEW: DELETE THE FOLLOWING? WE ALSO AGREE TO PAY YOU ON DEMAND ANY EXPENSES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH THIS TRANSFER.]

THE SIGNATURE AND TITLE AT THE RIGHT CONFORM WITH THOSE SHOWN IN OUR FILES AS AUTHORIZED TO SIGN FOR THE BENEFICIARY. POLICIES GOVERNING SIGNATURE AUTHORIZATION AS REQUIRED FOR WITHDRAWALS FROM CUSTOMER ACCOUNTS SHALL ALSO BE APPLIED TO THE AUTHORIZATION OF SIGNATURES ON THIS FORM.

NAME OF BANK

AUTHORIZED SIGNATURE

NAME OF BENEFICIARY

NAME OF AUTHORIZED SIGNER AND TITLE

AUTHORIZED SIGNATURE

EXHIBIT H

[Reserved]

EXHIBIT I

Rules and Regulations

The following rules and regulations have been formulated for the safety and well-being of all the tenants of the Building (but only if more than one) and become effective upon occupancy. Any repeated or continuing violation of these rules and regulations by Tenant after the applicable notice and cure period provided for in the Lease for non-monetary defaults shall constitute an Event of Default under the Lease. To the extent of any conflict between these rules and regulations, and the provisions of the Lease to which they are attached, the provisions of the Lease shall be controlling. The rules and regulations shall not be enforced by Landlord in a manner which is discriminatory towards Tenant. The rules and regulations set forth herein may be modified as provided in the Lease.

1. The sidewalks, entrances, passages, courts, vestibules, or stairways, or other parts of the Building not occupied by any tenant shall not be unreasonably obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from any tenant's Premises. Subject to compliance with applicable requirements of the Design and Construction Agreement, Landlord hereby consents to Tenant's installation and use of a reasonable outdoor seating area in the vicinity of its cafeteria. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall knowingly permit the visit to its Premises of persons in such numbers or under such conditions as to unreasonably interfere with the use and enjoyment by other tenants of the entrances, and other public portions or facilities of the Building.

2. Except as otherwise provided for in the Lease, no signs, awnings or other projections shall be attached to the outside walls of any building without the prior written consent of Landlord. No draperies, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such signs, awnings, projections, curtains, blinds, screens or other fixtures must be of a quality, type, design and color, and attached in the manner reasonably approved by Landlord.

3. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in any interior Common Area of a multi-tenanted floor without the prior written consent of Landlord.

4. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.

5. Except as provided in the Lease, there shall be no marking, painting, drilling into or in any way defacing any part of the Premises or the Building. Except in connection with a permitted security system, no tenant shall construct, maintain, use or operate on the outside of the Building, any electrical devices, wiring or apparatus in connection with a loud speaker system or other sound system.

6. No animals, birds, pets of any kind shall be brought into or kept in or about the Premises.

7. Other than in the cafeteria or any other restaurant space or kitchen space within the Building, if any, no cooking shall be done or permitted by any tenant on its Premises except for a tenant's employee's own use. Microwave cooking devices, toasters, coffee machines, refrigerators, and other similar kitchen or pantry devices typical of a general office use shall be permissible. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate from its Premises.

8. Any person employed by any tenant to do janitorial work within its premises must, while in the Building and outside of the Premises, comply with all instructions issued by the superintendent of the Building.

9. No tenant shall purchase spring water, ice, coffee, tea, soft drinks, towels, or other like service, from any company or persons whose repeated documented violations of these Regulations have caused, in Landlord's reasonable opinion, a hazard or nuisance to the Building and/or its occupants, and regarding which Landlord has notified Tenant in writing.

10. Landlord reserves the right to exclude from the Building at all times any person who does not properly identify himself to the Building management.

11. The Premises shall not be used for lodging or sleeping or for any illegal purpose.

12. No tenant shall occupy or permit any portion of its Premises to be used or occupied for the manufacture, or sale of liquor, narcotics, tobacco in any form.

13. Canvassing, soliciting, and peddling on the Premises is prohibited and each tenant shall cooperate to prevent the same.

14. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those reasonably equipped (e.g., with rubber tires or side guards or similar protection) to protect the flooring and walls of the applicable area.

EXHIBIT J

Description of Woodland Park

Woodland Park is best loosely depicted as the property bound by Centreville Road (Route 657) to the west, the Dulles Airport and Access Road (Route 267) to the north, Monroe Street (Route 666) to the east and Sunrise Valley Drive (Route 5320) and Fox Mill Road (Route 665) to the south. The property consists of approximately 168.6 acres.

Fairfax County tax map designations for the parcels encumbered by the covenants include:

- . 16-3 ((1)) 29A
- . 16-3 ((1)) 29B
- . 16-3 ((1)) 29C
- . 16-3 ((1)) 29D
- . 16-3 ((11)) 1
- . 16-3 ((11)) 2
- . 16-3 ((11)) 3
- . 16-3 ((11)) 4B
- . 16-3 ((11)) 5A
- . 16-3 ((11)) 6A1
- . 16-3 ((11)) 6B
- . 16-3 ((11)) 6C
- . 16-3 ((11)) 6D
- . 16-3 ((11)) 7
- . 16-4 ((1)) 35
- . 16-4 ((1)) 36
- . 16-4 ((1)) 37
- . 16-4 ((1)) 38
- . 16-4 ((1)) 39

Although not included with the above referenced parcels, a pond providing storm-water management and water quality for a portion of the Woodland Park properties is located within the Southside development (tax map # 16-3 ((1)) 25D) and obligations exist for the maintenance of this facility.

EXHIBIT K

Construction Procedures

The following covenants shall apply to any Landlord's work at the Premises:

A. All contractor(s) shall be obligated to keep all construction areas reasonably clean and free of trash and debris, and each party shall monitor the activities of its contractors, subcontractors and their respective employees with regard to keeping the Building clean. Any construction contract entered into by Landlord for work to be performed in the Agreed Area of the Premises shall indemnify Tenant from damages, losses and expenses associated with the acts and omissions of the contractor, its agents, employees and subcontractors, and shall otherwise be consistent with the terms hereof.

B. Landlord agrees to comply (or to cause its contractors to comply) with all applicable federal, state and local laws, regulations and ordinances in the performance of any work, and to promptly rectify any violations of such laws caused by the acts or omission of Landlord, its employees, agents and/or contractors.

C. The following covenants shall apply during the hours of 8:30 a.m. to 6:00 p.m. on weekdays when Tenant is occupying and conducting business in any portion of the Building and Landlord is performing any of Landlord's work or other work or repairs in the Building. Tenant acknowledges that all such activities which are prohibited during such hours will be scheduled at off-hours. All contracts for Landlord's work shall include these covenants.

1. Landlord shall not permit the following activities;

a. Noise that is disruptive to Tenant;

b. Any and all core drilling on any floor directly contiguous to any part of the Agreed Area of the Premises;

c. Work on bare concrete floors on a floor directly above occupied tenant space that causes noise which is disruptive to the Tenant in their occupied space;

d. Sweating or welding that causes objectionable odors; and/or

e. Painting or other activity that causes noxious fumes or odors that may disrupt the Tenant

2. Landlord shall be responsible for maintaining the cleanliness of the elevator cabs and floors and shall use appropriate measures to protect floor coverings when moving equipment across carpet and in Common Areas.

3. Landlord shall cause contractors and related personnel to remove their trash and debris daily (including waste foods and containers), or as often as necessary to maintain cleanliness in the Building and shall cause contractors and related personnel to use only the trash receptacles supplied by the contractors themselves. Building trash containers shall not be used for construction debris. Tenant shall have the right to bill Landlord for all cost incurred in cleaning and removing debris left by contractors or related personnel (only after appropriate notification and lack of reasonable response from Landlord).
4. Landlord will notify Tenant of all work schedules of all workers working within the Agreed Area of the Premises and the names of those who will be working in the Agreed Area of the Premises after Normal Business Hours. Landlord shall cause contractors and personnel to use loading dock area for all deliveries and will not use loading dock for vehicle parking. Landlord shall not permit contractors or related personnel to use Tenant's Parking Allocation without Tenant's consent, which shall not be unreasonably withheld, conditioned or delayed.
5. No building materials are to enter the Building by way of the lobby or be stored in the lobby or other public areas (unless there is no other physical way to bring such items into the Building, in which case such entry shall be coordinated with the Tenant).
6. Landlord shall not permit construction personnel to eat or congregate in the lobby, Common Areas or in front of the Building.
7. Landlord shall cause public spaces (i.e. elevators, bathrooms, lobby), to be protected and cleaned immediately after use by the contractors and related personnel. Tenant may remove construction debris or materials found in public areas and Landlord shall reimburse Tenant for the cost of such removal within (within the same time frames as Tenant's timing of payment of excess costs) business days of Tenant's written request therefor (only after appropriate notification and lack of reasonable response from Landlord).
8. Landlord shall institute rules prohibiting contractors or related personnel from possessing or consuming any alcohol or controlled substances in the Building.
9. The contractors and Landlord shall be responsible for all loss of any materials and tools owned by such contractors or Landlord and shall hold Tenant harmless for such loss and from any damages or claims resulting from such loss (unless an employee, contractor or visitor of the Tenant is adjudged to have participated in causing such loss or damages).
10. Landlord shall use its best efforts to avoid disturbing Tenant's normal operations.

EXHIBIT L

Specifications for HVAC, Electrical Capacity and Floor Load

See Exhibit C-6 to the Design and Construction Agreement.

EXHIBIT M

Description of Waterview at Woodland Park

Beginning at an iron pipe set marking the intersection of the southeasterly right-of-way line of Centreville Road (Route 657) and the southerly right-of-way line of the Dulles Access and Toll Road (Route 267);

thence with said right-of-way line of the Dulles Access and Toll Road, the following five (5) courses:

S 69(degrees) 43' 30" E, 135.89 feet to an iron pipe found

S 72(degrees) 21' 11" E, 275.02 feet to an iron pipe set

S 69(degrees) 04' 14" E, 434.33 feet to an iron pipe set;

S 79(degrees) 08' 10" E, 255.41 feet to an iron pipe set marking the point of curvature of a non-tangent curve to the left and

48.14 feet along the arc of said curve having a radius of 8,794.40 feet and a chord bearing and chord of S68(degree) 28' 07" E, 48.14 feet respectively,

to an iron pipe set marking the most northerly corner of now or formerly National Rural Utilities Cooperative Finance Corporation;

thence departing said Dulles Access and Toll Road and with the northerly lines of said National Rural Utilities Cooperative Finance Corporation the following four (4) courses:

S 03(degrees) 40' 38" E, 137.16 feet to an iron pipe set marking the point of curvature of a nontangent curve to the left;

224.74 feet along the arc of said curve having a radius of 862.05 feet and a chord bearing and chord of N 82(degree) 39' 10" W, 224.10 feet respectively, to an iron pipe set;

S 07(degrees) 10' 13" W, 61.29 feet to an iron pipe set and

S 87(degrees) 37' 34" W, 300.45 feet

to an iron pipe set in the northerly right-of-way line of Woodland Park Road (Route 7806), said point marking the point of curvature of a non-tangent curve to the left;

thence with the said right-of-way line of Woodland Park Road the following ten (10) courses:

163.72 feet along the arc of said curve having a radius of 55.00 feet and a chord bearing and chord of S 48(degrees) 33' 45" W, 109.63 feet respectively, to an iron pipe found marking the point of reverse curvature of a curve to the right;

20.32 feet along the arc of said curve having a radius of 25.00 feet and a chord bearing and chord of S 13(degrees) 25' 55" E, 19.76 feet respectively, to an iron pipe found;

S 09(degrees) 51' 07" W, 101.91 feet to an iron pipe found marking the point of curvature of a curve to the right;

651.94 feet along the arc of said curve having a radius of 490.00 feet and a chord bearing and chord of S 47(degrees) 58' 04" W, 604.91 feet respectively, to an iron pipe found marking the point of compound curvature of a second curve to the right;

477.14 feet along the arc of said curve having a radius of 963.95 feet and a chord bearing and chord of N 79(degrees) 44' 10" W, 472.28 feet respectively, to an iron pipe found marking the point of compound curvature of a third curve to the right;

131.09 feet along the arc of said curve having a radius of 450.00 feet and a chord bearing and chord of N 57(degrees) 12' 37" W, 130.63 feet respectively, to an iron pipe set marking the point of reverse curvature of a curve to the left;

62.31 feet along the arc of said curve having a radius of 691.62 feet and chord bearing and chord of N 51(degrees) 26' 45" W, 62.29 feet respectively, to an iron pipe set marking the point of reverse curvature of a curve to the right;

14.56 feet along the arc of said curve having a radius of 948.95 feet and a chord bearing and chord of N 53(degrees) 35' 15" W, 14.56 feet respectively, to an iron pipe set and

N 53(degrees) 08' 53" W, 36.40 feet

to an iron pipe found marking the point of curvature of a 45.00 foot radius return to the right at the northeasterly intersection of aforementioned Centreville Road and Woodland Park Road;

thence departing from Woodland Park Road and

72.52 feet along the arc of said return having a chord bearing and chord of N 06(degrees) 58' 40" W, 64.93 feet respectively,

to an iron pipe set in the aforementioned southeasterly right-of-way line of Centreville Road;

thence with the said right-of-way line of Centreville Road the following three (3) courses:

N 36(degrees) 48' 02" E, 616.21 feet to an iron pipe set;

N 51(degrees) 13' 27" E, 52.19 feet to an iron pipe set and

N 36(degrees) 47' 48" E, 352.70 feet

to the point of beginning.

Containing 1,017,474 square feet or 23.35799 acres of land.

EXHIBIT N
AGREED AREAS OF FLOORS/PREMISES

WATERVIEW					TISHMAN SPEYER PROPERTIES				
A DEVELOPMENT OF: TISHMAN-SPEYER					SQUARE FOOTAGE SUMMARY ANSI/BOMA Z65.1-1996				
FLOOR	INSIDE GROSS AREA	NON RENTABLE SERVICE	BUILDING COMMON SERVICE	FLOOR RENTABLE SERVICE	BUILDING COMMON FACTOR	NET RENTABLE	FLOOR RENTABLE SERVICE	SINGLE TENANT USEABLE	SINGLE TENANT FACTOR
1	32072.00	1251.20	7656.50	23164.30	1.037792	24039.72	2030.90	21133.40	1.137523
2	32121.00	3058.20		29062.80	1.037792	30161.13	1905.00	27157.80	1.110588
3	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
4	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
5	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
6	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
7	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
8	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
9	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
10	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
11	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
12	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
13	32121.00	1420.80		30700.20	1.037792	31860.41	1900.50	28799.70	1.106276
PENTHOUSE	7474.00	393.90	7079.60	0.00	1.037792	0.00	0.00	0.00	0.000000
TOTAL	424998.00	20332.10	14736.10	389929.30		404665.40	24841.40	365087.90	

DATE: 18 JUN 2001

PRINT DATE: 18 JUN 2001
FILE: Waterview BOMA

FLOOR COMMON SERVICE	MULTIPLE TENANT USEABLE	MULTIPLE TENANT FACTOR
79.30	21054.10	1.141807
1399.10	25758.70	1.170911
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
1316.10	27483.60	1.159252
0.00	0.00	0.000000
15955.50	349132.40	

NON RENTABLE

FLOOR 1	
STAIRS	334.40
ELEVATORS	916.80
TOTAL	1251.20

FLOOR 2	
STAIRS	334.40
ELEVATORS	915.70
SHAFTS	234.20
ATRIUM	1573.90
TOTAL	3058.20

FLOOR 3-13	
STAIRS	334.40
ELEVATORS	852.20

BUILDING COMMON

FLOOR 1	
EL./FR./REAR LOBBY	3640.80
HALL	37.00
SECURITY/RECEPTION	167.10
PUMP ROOM	465.30

MAIN TEL. ROOM	122.20
MAIN ELEC. ROOM	597.10
FIRE CONTROL	69.90

FREIGHT ELEV./LOBBY	144.90
SERV.CORR./LOADING DOCK	1112.00
PROP. MAN. OFF.	1300.20
TOTAL	7656.50

PENTHOUSE	
BLDG. MAINTENANCE	7079.60

RENTABLE SERVICE

FLOOR 1	
TELEPHONE CLOSET	36.20
MECHANICAL ROOM	680.50
ELECTRICAL ROOM	268.60
RESTROOMS	998.70

JANITOR	46.90
TOTAL	2030.90

FLOOR 2	
TELEPHONE CLOSET	36.20
MECHANICAL ROOM	605.30
RESTROOMS	992.20

ELECTRICAL ROOM	225.50
JANITOR	45.80
TOTAL	1905.00

SHAFTS 234.20

TOTAL 1420.80

PENTHOUSE

STAIRS 393.90

TOTAL 393.90

TOTAL 7079.60

FLOORS 3-13

TELEPHONE CLOSET 36.20

MECHANICAL ROOM 602.70

RESTROOMS 992.20

ELECTRICAL ROOM 223.60

JANITOR 45.80

TOTAL 1900.50

FLOOR COMMON

FLOOR 1

CORRIDOR 79.30

TOTAL 79.30

FLOOR 2

CORRIDOR 59.00

ELE. LOB./CORRIDOR 1196.20

FREIGHT ELE. LOBBY 143.90

TOTAL 1399.10

FLOORS 3-13

CORRIDOR 59.50

ELE. LOB./CORRIDOR 1111.30

FREIGHT ELE. LOBBY 145.30

TOTAL 1316.10

EXHIBIT 0

Form of Memorandum of Lease

(attached)

EXHIBIT P

Form of Purchase and Sale Agreement

(attached)

EXHIBIT Q

Form of Option Agreement

(attached)

EXHIBIT R

Declarant Letter

(attached)

EXHIBIT S

[Reserved]

EXHIBIT T

Form of ROFO PSA

Landlord will prepare a purchase and sale agreement based on then current market conditions for an arm's length sale transaction between seller and purchaser which will give consideration to the fact that the purchaser is a major tenant of the park, and which will attempt in good faith to accommodate Tenant's reasonable requests regarding synthetic lease or other off balance sheet financing considerations. The parties will negotiate in good faith to arrive at a mutually acceptable agreement within thirty (30) days.

EXHIBIT U

SAMPLE AMORTIZATION SCHEDULE

[To be attached]

EXHIBIT V

LOCATION OF GENERATOR

EXHIBIT W

LOCATION OF ENTRANCE MONUMENT SIGN

EXHIBIT X

SCHEDULE FOR COMPLETION OF PROFFERS/

DEVELOPMENT CONDITIONS

To be completed
not later than
Substantial
Completion of:

Traffic

Transportation
Management (I.B.5)

Site
Amenities

Waterview I

. Traffic signal at Centreville Road and Woodland Park Drive (I.B.1.d) (deadline is July 1, 2002, notwithstanding anything herein to the contrary)

\$ Construction of bus shelters, if required by Governmental Authorities, shall be an ongoing obligation of Landlord.

\$ Benches and outdoor eating areas in plazas and landscaped open space. (I.C.4.b)

\$ Eight-foot trail along Centreville Road frontage (I.C.5.a)

\$ Bicycle parking facilities. (cond. #8)

\$ Showers/lockers in one of the buildings (cond. #8) Landlord to satisfy proffer; however, if the County requires public access to the showers, the showers satisfying such proffers shall not be located in Waterview I.

\$ Interior noise level DNL 50 dBA or less (cond. #10)

. Lighting-full cutoff at Property perimeter (I.B.6 and cond. #9)

* Regardless of notations to the contrary on a site plan or other documentation regarding the Proffers, the terms of this chart shall control as between Landlord and Tenant.

To be completed
not later than
Substantial
Completion of:

Traffic

Transportation
Management (I.B.5)

Site
Amenities

Waterview II

\$ Traffic signal at Sunrise
Valley Drive and Wood Oak
Drive (I.B.3)

. Construction of bus shelters, if
required by Governmental
Authorities, shall be an
ongoing obligation of Landlord.

\$ Sidewalks along Woodland Park
Drive and within interior of
Waterview. (I.B.5.b) (cond. #5)

\$ Tenant shall have a one-time
right to request that Landlord
perform a warrant study, if
not required by VDOT or Fairfax
County, for traffic signal at
Sunrise Valley Drive and Wood
Oak Drive and Landlord will be
obligated to construct such
traffic signal, if warranted

\$ If not already satisfied,
Showers/lockers in one of the
buildings (cond. #8) Landlord
to satisfy proffer; however,
if the County requires public
access to the showers, the
showers satisfying such proffers
shall not be located in Waterview
I.

\$ Four-lane approach to the
Centreville Road and Woodland
Park Drive intersection (along
Woodland Park Road frontage)
(I.B.2)

- Dual left turn lanes onto
southbound Centreville Road
 - Either dual right turn lanes
onto northbound Centreville
Road or dedicated right turn
lane and shared right
turn/through lane, as determined
by VDOT
-

To be completed not later than Substantial Completion of:	Traffic	Transportation Management (I.B.5)	Site Amenities
Waterview III	<ul style="list-style-type: none"> . Second left turn lane from southbound Centreville Road onto Woodland Park Drive (I.B.1.c) . If not previously constructed, Tenant shall have a one-time right to request that Landlord, if not previously required by VDOT or Fairfax County, perform a warrant study for traffic signal at Sunrise Valley Drive and Wood Oak Drive and Landlord will be obligated to construct such traffic signal, if warranted 	<ul style="list-style-type: none"> . Construction of bus shelters, if required by Governmental Authorities, shall be an ongoing obligation of Landlord. 	<ul style="list-style-type: none"> . Paved and landscaped plaza areas between three buildings and the park. (I.C.4.a) \$ If not already satisfied, Showers/lockers in one of the buildings (cond. #8) Landlord to satisfy proffer; however, if the County requires public access to the showers, the showers satisfying such proffers shall not be located in Waterview I.

EXHIBIT Y

SIGN SPECIFICATIONS FOR WOODLAND PARK

Woodland Park Property Owners Association

Building Signage Standards

April 2000

Tenant Building Mounted Signs

1. Size. Shall be determined by the allowable area per Fairfax County

code. Buildings with single tenants shall be able to use the allowable square footage provided the size is appropriate to certain guidelines, i.e., the size of spandrel and/or parapet and its relationship to length and height of the proposed sign.

This standard is arbitrary and approval will be determined on a case by case basis. In no event shall any one sign exceed 100 square feet and a total of only two signs will be allowed. Multi-tenant building signage shall be addressed on a case by case basis as allowed for in their respective lease.

2. Type. Signs shall be backlit, mounted on pins attached to the facade

with anchor bolts.

Examples include the Sprint sign at Northridge I, the Road Runner sign at Northridge II, and the Computer Associates sign at 2291 Wood Oak Drive.

Building Monument Signs

1. Size. Shall be determined by the allowable area per Fairfax County

code.

Building monument signs for buildings with single tenants shall conform to the Park signage standards.

Building monument signs for multi-tenant buildings shall also conform to the Park signage standards and shall be addressed on a case by case basis as allowed for in their respective lease.

This standard will not be compromised.

EXHIBIT Z

CONDITIONS LANDLORD MUST SATISFY FOR
ISSUANCE OF TENANT'S TITLE POLICY

Please see attached. In addition, Landlord must satisfy any other requirements reasonably requested by Title Company relating to agreements or other documents that are recorded against the Property or entered into by Landlord that encumber the Property between the date hereof and the satisfaction of the Conditions Precedent set forth in Section 37.1 of the Lease.

AGREEMENT TO PURCHASE BUILDING

By and Between

VeriSign, Inc.
a Delaware corporation,
as Purchaser

and

Sobrato Development Co. #792
a California limited partnership,
as Seller

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AGREEMENT TO PURCHASE BUILDING

THIS AGREEMENT TO PURCHASE BUILDING (the "Agreement") is made this 1st day of October, 2001, by and between Sobrato Development Co. #792, a California limited partnership ("Seller"), and VeriSign, Inc., a Delaware corporation ("Purchaser").

R E C I T A L S:

A. Seller is currently the owner of fee simple title to approximately 10.63 acres of land upon which is currently constructed the building commonly known as 685 East Middlefield Road, Mountain View, California containing approximately 162,090 rentable square feet (the "Property").

B. Pursuant to that certain lease listed on Exhibit F hereto (the "Lease") Purchaser is the tenant of the Property.

C. Purchaser desires (i) to purchase the Property from Seller, and (ii) to terminate the Lease effective as of the Closing. Seller desires to effectuate the foregoing.

A G R E E M E N T S:

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions As used herein, the following terms shall have the respective meanings indicated below:

Agreement: This Agreement to Purchase Building, including the Exhibits, which are incorporated herein.

Building: The building referred to in Recital A.

Closing: As defined in Section 5.1.

Closing Date: As defined in Section 5.1.

Contracts: All equipment leases, management, leasing, repair, maintenance, operating, supply, purchase, consulting, advertising, service, equipment, utility, concession, telephone, cable, employment, collective bargaining, employee benefit and other contracts, commitments and agreements (excluding the Leases) relating to all or any portion of the Property.

Deposit: The sum of Thirty Thousand Dollars (\$30,000.00), which shall

be deposited by Purchaser with Escrowee, as escrowee, to be held as earnest
money subject to the terms of this Agreement, and interest thereon, if any.

Escrow: The escrow created for the purpose of facilitating the

transactions contemplated hereby pursuant to the Escrow Instructions (as
defined herein).

Escrowee: Alliance Title Company, located at 901 Campisi Way, Suite

100, Campbell, California.

Escrow Instructions: The escrow instructions to be executed and

delivered by a party hereto pursuant to Section 3.2 (or such party's attorneys
who are hereby authorized by such party to execute same) to the Escrowee, as are
reasonably necessary to consummate the transactions contemplated by this
Agreement and consistent with the terms of this Agreement.

Improvements: The Building, including, but not limited to, structures

(surface and sub-surface) and other improvements, including all fixtures,
systems, facilities, machinery, equipment and conduits to provide fire
protection, security, heat, exhaust, ventilation, air-conditioning, electric
power, light, plumbing, refrigeration, gas, sewer and water thereto, to the
extent completed as of the Closing.

Intangible Personal Property: All intangible property owned by Seller

or any affiliate thereof and used in connection with the Property, if any,
including without limitation all permits, approvals, land use and other rights
to construct a two story approximately 50,000 square foot building adjacent to
the Building (Seller does not warranty that any such rights exist for such
adjacent building), all trademarks, trade names, contract rights, guarantees,
licenses, permits, warranties, promotional materials, leasing brochures, and
logos.

Land: The real property described in Exhibit A hereto, together with

all easements and appurtenances thereto, all oil, gas and mineral rights
belonging to Seller with respect to such real property, all rights, title and
interest, if any, of Seller in and to all land lying in any street, alley, road
or avenue, open or proposed, in front of or adjoining said Land, to the
centerline thereof.

Lease: The lease listed on Exhibit F hereto.

Legal Requirements: (i) All laws, statutes, codes, acts, ordinances,

orders, judgments, decrees, injunctions, rules, regulations, permits, licenses,
authorizations, certificates (including the certificate of occupancy issued for
the Property), directions and requirements, including any applicable
environmental, zoning, building, housing or similar law, ordinance, code, order
or regulation of all governments and governmental authorities having
jurisdiction of the Property (including, for purposes hereof, any local Board of
Fire Underwriters), which now or hereafter may be applicable to the Property,
and the operation thereof, and (ii) all covenants, easements and restrictions
affecting the Property.

Obligations: All payments required to be made and all representations,

warranties, covenants, agreements and commitments required to be performed under
the provisions of this Agreement by Seller or Purchaser, as applicable.

Permitted Exceptions: Any liens, encumbrances, restrictions, exceptions

and other matters specified in Exhibit B to which title to the Real Property may
be subject on the Closing Date.

Personalty: All fixtures, equipment, furniture, furnishings,

appliances, supplies and other personal property of every nature and description
attached or pertaining to, or otherwise used in connection with, all or any part
of the Real Property (except such as are owned by tenants of the Real Property
or anyone other than Seller), if any.

Property: (i) The Real Property, (ii) the Personalty, and (iii) the

Intangible Personal Property, collectively.

Proration Date: The day immediately preceding the Closing Date.

Purchase Price: One Hundred Nineteen Million Five Hundred Two Thousand

Thirty-Seven Dollars (\$119,502,037).

Real Property: The Land together with the Improvements located on the

Land.

Records: All books and records maintained by Seller or its agents

pertaining to the Property (excluding organizational documents of Seller and
documents relating to the ongoing governance of the entities which comprise
Seller).

Survey: The survey for the Real Property prepared in accordance with

Section 5.3(a).

Title Company: First American Title Insurance Company.

Title Defect: A lien, claim, charge, security interest or encumbrance

other than a Permitted Exception.

UCC: The Uniform Commercial Code in effect in California.

1.2 References. Except as otherwise specifically indicated, all

references to Section and Subsection numbers refer to Sections and Subsections
of this Agreement, and all references to Exhibits refer to the Exhibits attached
hereto. The words "hereby," "hereof," "herein," "hereof," "hereto," "hereunder,"
"hereinafter," and words of similar import refer to this Agreement as a whole
and not to any particular Section or Subsection hereof. The word "hereafter"
shall mean after, and the term "heretofore" shall mean before, the date of this
Agreement. Captions used herein are for convenience only and shall not be used
to construe the meaning of any part of this Agreement.

ARTICLE 2
PURCHASE AND SALE/LEASE TERMINATION

2.1 Purchase and Sale/Lease Termination Subject to the conditions

and on the terms contained in this Agreement:

(a) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Purchaser, the Property by a recordable grant deed in the form attached hereto as Exhibit I (the "Deed").

(b) Purchaser and Seller agree to terminate the Lease.

(c) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell, assign and transfer to Purchaser pursuant to an Assignment and Assumption Agreement in the form attached hereto as Exhibit L, all of Seller's right, title and interest in (i) the Contracts listed under the heading "Assigned Contracts" on Exhibit G hereto, and (ii) the Intangible Personal Property pertaining to the Property.

(d) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell, assign and transfer to Purchaser, the Personal Property owned by Seller, if any, by good and sufficient bill of sale in the form attached hereto as Exhibit E.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price Purchaser agrees to pay to Seller, and Seller

agrees to accept payment of the Purchase Price as follows:

(a) The Deposit shall be applied against the Purchase Price at Closing. The Deposit shall be paid to Seller if the transaction contemplated hereby fails to close for any reason, including without limitation a default by Seller.

(b) At Closing, Purchaser shall pay to Seller the Deposit and the balance of the Purchase Price, plus or minus prorations and adjustments as hereinafter provided, in cash or by wire transfer of collected federal funds for immediate credit. The Purchase Price shall not be adjusted due to variances in acreage or square footage of the Land or Building from those stated in the Recitals.

3.2 Escrow Not later than two (2) business days following the date

hereof, the parties, through their respective attorneys, shall establish an escrow (the "Escrow") with Escrowee, if not established as of the date hereof, and shall deposit a copy of an executed counterpart of this Agreement with Escrowee. Seller and Purchaser agree to execute such escrow instructions, consistent with this Agreement, as may be necessary or appropriate to consummate the transactions contemplated in this Agreement; provided, however, that in the

event of any conflict between the provisions of this Agreement and any such escrow instructions, the terms of this Agreement shall control. Upon opening of said Escrow, Purchaser shall cause the Deposit to be deposited in said Escrow. Purchaser shall direct the Escrowee to invest the Deposit in accounts or securities permitted by Escrowee at the highest available rate of interest.

Said Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by said Escrow. The parties shall instruct Escrowee to file with the Internal Revenue Service the information return (Form 1099B) required by Section 6045(e) of the Internal Revenue Code and any regulations issued pursuant thereto in connection with the sales proceeds delivered to Seller at the Closing. Seller shall be responsible to give to the Escrowee such information as the Escrowee requires to complete said form.

3.3 Review and Inspection At any time prior to Closing, Purchaser shall

have the right to enter upon the Real Property to inspect the Property and to conduct tests and investigations at its sole cost and expense. In addition, Seller shall allow Purchaser to review all Records. Seller shall cooperate with Purchaser, or its agents, in arranging such inspections and reviews, provided that Purchaser shall give Seller at least twenty four (24) hours prior notice of the need for Seller's cooperation. Purchaser may order an environmental report, at Purchaser's sole cost and expense, to be conducted by an environmental engineering firm selected by Purchaser (the "Environmental Study"). Purchaser may contact governmental bodies and agencies regarding the Property. Purchaser acknowledges that prior to the date of this Agreement, Seller provided Purchaser all the information described on Exhibit C. Within ten (10) days after request therefore by Purchaser, Seller shall, from time to time, update any information previously provided by Seller pursuant hereto. If this Agreement terminates for any reason other than a breach by Seller hereunder, then Purchaser shall promptly return to Seller all materials delivered by Seller to Purchaser and deliver to Seller, without representation or warranty, express or implied, all non-proprietary studies, tests and reports relating to the physical condition of the Property prepared by third party consultants for Purchaser. The immediately preceding sentence shall survive the termination of this Agreement. All entry onto and inspections of the Real Property shall be subject to the following:

(a) The persons or entities performing work for the Purchaser shall have obtained all required licenses and permits for performing relevant tests on the Real Property prior to performing any tests on the Real Property. Prior to entry onto the Real Property to perform any tests or other due diligence investigations pursuant to this Agreement, each of Purchaser's third party consultants and contractors shall have obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate, covering liability to property or persons for such consultant's or contractor's activities on or about the Real Property, and naming Seller as an additional insured.

(b) Seller shall have the right, at Seller's sole cost and expense, to have one (1) or more representatives of Seller accompany Purchaser and Purchaser's agents, employees, consultants, contractors and representatives (collectively "Purchaser's Representatives") while they are on the Real Property pursuant to this Agreement.

(c) If the Property is damaged in connection with any of Purchaser's activities pursuant to this Agreement, Purchaser, at Purchaser's sole cost and expense, shall immediately repair such damage and restore the Real Property to its condition existing immediately prior to such activities. Until restoration is complete, Purchaser shall take all steps necessary to ensure that any conditions on the Real Property created by Purchaser's activities do not create any dangerous or unhealthy conditions on the Real Property. Purchaser agrees that the activities of

Purchaser and Purchaser's Representatives under this Article 3 shall not constitute an interference with or disturbance of Purchaser's rights as tenant under the Leases. The restoration obligation contained in this Section 3.3(c) shall survive the termination of this Agreement.

(d) Purchaser shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller for, from and against any and all claims, damages, liens, judgments, demands, obligations, actions, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, attorneys' fees) ("Claims and Liabilities") to the extent arising out of any entry by Purchaser or Purchaser's Representatives, except that such obligations shall not apply to the extent such Claims and Liabilities arise out of any negligent acts or omissions of Seller or any of Seller's agents, representatives, employees, consultants or contractors. The indemnity, defense and hold harmless obligations contained in this Section 3.3(d) shall survive Close of Escrow or any termination of this Agreement.

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Covenants, Representations and Warranties of Seller To induce Purchaser

to execute, deliver and perform this Agreement, Seller covenants, represents and warrants to Purchaser on and as of the date hereof as follows:

(a) Authority. The Seller has the power and authority to sell,

transfer, convey and deliver the Property to be sold and purchased hereunder, to terminate the Lease, and to enter into the agreements contemplated hereby, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of the Seller are duly authorized to sign same on behalf of the Seller and to bind the Seller.

(b) No Breach. The execution and delivery of this Agreement, the

consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of the Seller or any instrument to which the Seller is a party or by which the Seller or the Property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

(c) Leases. Exhibit F is a complete and correct list of all leases,

tenancies, occupancy licenses and other rights of occupancy or use for all or any portion of the Property (other than subleases or other agreements assigned to Purchaser or to which Purchaser or any affiliate of Purchaser is a party) currently in effect.

(d) Commissions. No brokerage or leasing commission or other

compensation is or will be due or payable to any person, firm, corporation or other entity with respect to or on account of any of the Leases affecting the Real Property or the current subleases to America Online, Inc. and Hewlett-Packard (provided, however that the foregoing shall not apply with respect to any breach of the tenant's representations, warranties or other obligations expressly set forth in the Leases or with respect to any such commission or compensation incurred by Purchaser).

(e) Condemnation. Seller has not received written notice of any

pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Real Property, and the Seller has no actual knowledge that any such proceeding is contemplated.

(f) Contracts. To Seller's actual knowledge, attached hereto as

Exhibit G is a complete list of all Contracts currently in effect for the Property. The Seller has no actual knowledge of any defaults under any of such Contracts, and all of such Contracts are in good standing and in full force and effect. The Seller shall, effective as of Closing, terminate all Contracts listed as "Terminated Contracts" on Exhibit G hereto, and the Seller shall pay at or prior to the Closing all amounts which are or may come due under such terminated Contracts.

(g) Employees. The Seller has no employees.

(h) Legal Requirements. The Seller has not received notice of existing

violations of any Legal Requirements by the Property or due to the operation of the Property which remain uncured.

(i) Litigation. The Seller has not received written notice of any

action, suit or proceeding pending, and Seller has no actual knowledge of any threatened against or affecting all or any portion of the Property, or any of the Leases affecting the Real Property, or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(j) Value. The Seller has not received notice of any proposed change

in the assessed valuation of all or any portion of the Real Property for real property tax purposes other than the customary reassessments imposed annually pursuant to Laws, provided however that Purchaser is hereby advised that the Real Property will also be subject to reassessment in connection with any work in progress or otherwise completed and not yet reassessed.

(k) License and Permits. The licenses and permits listed on Exhibit H

are all of the renewable licenses and permits currently held by the Seller in connection with its ownership and operation of the Real Property. The Seller has not received written notice of any intention on the part of the issuing authority to cancel, suspend or modify any of such licenses or permits or any other license or permit issued in connection with the ownership or operation of the Real Property or to take any action or institute any proceedings to effect such a cancellation, suspension or modification. The Seller has not received written notice that it fails to hold any licenses, franchises, certifications, authorizations, approvals or permits required by any governmental or quasi-governmental authority for the use and operation of the Property as the same is presently used and operated or that the operation of such Property fails to comply with any of the licenses and permits. All of the licenses and permits are fully paid for, and the Seller has made, or will make, application for renewals of any such licenses and permits which will expire before the Closing Date.

(l) Exactments/Recapture Agreements. Except as disclosed in any

preliminary title reports, the documents listed on Exhibit J (the "Environmental Reports") hereto

or in any other materials delivered by Seller to Barry Popkin, Robert Dmytryk or Peter Ross (collectively, the "Delivered Materials"), the Seller has no actual knowledge of any outstanding obligations in connection with the Land it owns for any exactments. Except as disclosed in the Delivered Materials, the Seller has no actual knowledge of any outstanding obligations in connection with the Land for any so-called "recapture agreement" involving refund for sewer extension, oversizing utility, lighting or like expense or charge for work or services done upon or relating to the Real Property. To the Seller's actual knowledge, no portion of its Property is subject to or is affected by any special assessment or special taxing district, except as disclosed in the Delivered Materials.

(m) Zoning. The Seller has no actual knowledge of any existing, pending, contemplated, threatened or anticipated (i) change in the zoning classification of the Real Property or (ii) widening, change of grade or limitation on use of streets abutting the Real Property, except as may be disclosed in the Delivered Materials.

(n) Environmental Reports. The Delivered Materials include all reports currently in the Seller's possession related to whether any Hazardous Materials have been located on the Real Property or have migrated onto the Real Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Real Property.

The term "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; oil

and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.;

asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; source

material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq., or the Nuclear

Waste Policy Act of 1982, 42 U.S.C. 10101 et seq.; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. { 1910.1200 et seq.; and industrial

process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. The term "Environmental Laws" shall mean and include all federal, state and

local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and

the Water Quality Act of 1987, 33 U.S.C. Section 1251; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 et seq.; the Marine

Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise

Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act

42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.;

the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and

Reauthorization Act, the Emergency Planning and

Community Right-to-Know Act of 1986, 12 U.S.C. Section 1101 et seq., and the

Radon Gas and Indoor Air Quality Research Act of 1986, 42 U.S.C. Section 7401,
et seq.; the Toxic Substances Control Act 15 U.S.C. Section 2601 et seq.; the

Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste

Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state and local

environmental statutes and ordinances, with implementing regulations and rules,
as any of the foregoing may be amended from time to time.

(o) Documents. The Delivered Materials, together with the JCP Report

referenced in Section 15.15 and the Contracts described on Exhibit G, constitute
all of the documents of the type described in Exhibit C affecting the Property
which are currently in the Seller's possession with respect to the Property.

The representations and warranties made by Seller in this Section 4.1
shall survive the Closing and not be merged therein for a period of one (1)
year, and the Seller shall only be liable to Purchaser hereunder for a breach of
representation or warranty made herein with respect to which a claim is made by
Purchaser against the Seller on or before the first anniversary of the Closing
Date.

4.2 Covenants, Representations and Warranties of Purchaser.

Purchaser covenants, represents and warrants to Seller as follows:

(a) Authority. Purchaser has the power and authority to purchase and

accept the Property to be sold and purchased hereunder, to terminate the Lease,
and to enter into the agreements contemplated hereby, and all required action
and approvals therefor have been duly taken and obtained. The individuals
signing this Agreement and all other documents executed pursuant hereto on
behalf of Purchaser are duly authorized to sign same on behalf of Purchaser and
to bind Purchaser.

(b) No Breach. The execution and delivery of this Agreement, the

consummation of the transactions provided for herein and the fulfillment of the
terms hereof will not result in a breach of any of the terms or provisions of,
or constitute a default under, any agreement of Purchaser or any instrument to
which Purchaser is a party or by which Purchaser is bound, or any judgment,
decree or order of any court or governmental body, or any applicable law, rule
or regulation.

ARTICLE 5
MATTERS

5.1 Closing. The closing of the transaction contemplated hereby (the

"Closing") shall take place on October 1, 2001 (the "Closing Date"). The parties
will deposit documents and funds into escrow in sufficient time to close on the
scheduled Closing Date, but in any event documents shall be deposited at least
one (1) business day prior to the scheduled Closing Date. The Closing shall be
effected pursuant to the Escrow Instructions.

5.2 [Retained for Numbering Purposes Only]

5.3 Survey, Title Commitment and Searches. Seller shall deliver to

Purchaser the following (hereinafter referred to collectively as the "Title Documents") within ten (10) days after the date hereof, to the extent not already delivery as of the date hereof:

(a) Survey. Five (5) copies of a Plat of Survey of the Property

prepared after the date hereof by a surveyor licensed by the State of California, in conformity with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and ACSM in 1999, meeting the accuracy requirements of an Urban Survey, as defined therein, and including items 1-4 and 6-11 and 13 in Table A contained therein, and in conformity with such standards as are required by the Title Insurer as a condition to the removal of any general survey exceptions from the Title Commitment (other than those matters that may be shown by the survey), certified to Purchaser and the Title Company.

Purchaser acknowledges having received a preliminary title report ("Title Report") dated as of July 9, 2001 issued by the Escrowee with respect to the Real Property, together with full and legible copies of all documents ("Title Papers") referred to in the Title Report. Purchaser shall arrange for any update thereto and such other information relating to title matters as Purchaser may desire directly with the Escrowee and Title Company.

5.4 Defects.

(a) Seller shall be obligated to remove mortgages, deeds of trust and other monetary liens or encumbrances of a definite and liquidated amount which encumber the Real Property (other than non-delinquent real property taxes and assessments and any encumbrances caused by or through Purchaser, the Purchaser's Representatives, or any tenant or subtenant of the Property) ("Mortgage Liens"), which the parties agree may be removed by the use of the proceeds of sale at Closing. If the proceeds of sale are insufficient to remove all Mortgage Liens, the Seller shall deposit at Closing any additional amount required to remove such Mortgage Liens, and should Seller fail to do so, Purchaser may exercise any remedy available to Purchaser at law or in equity against Seller. If any such Title Defect other than a Mortgage Lien is not cured (or subject to Purchaser's approval (not to be unreasonably withheld), insured over by the Title Company) on or prior to the Closing Date, Purchaser may either: (i) terminate this Agreement, in which event (hereinafter referred to as "Election No. 1") the parties shall have no further Obligation or liability to each other hereunder other than the obligations which are expressly stated herein to survive the termination of this Agreement ("Surviving Obligations") and the interest on the Deposit shall be returned to Purchaser; or (ii) accept title with the Title Defect, without any adjustment to the Purchase Price and without any liability of Seller with respect thereto (hereinafter referred to as "Election No. 2"). Title Defects which are acceptable as part of Election No. 2 shall thereupon be deemed to be Permitted Exceptions.

(b) Purchaser's obligations hereunder shall be contingent on the Title Company being unconditionally committed to issue, at the Closing, (i) an ALTA Owner's Policy of Title Insurance (Form B, rev. 10/17/70) in the amount of the Purchase Price insuring fee simple title to the Real Property in the Purchaser subject only to the Permitted Exceptions and the pre-printed exceptions not removed by extended coverage, and with a Zoning 123.2 endorsement (with parking), an access endorsement, a contiguity endorsement, a restrictions

endorsement, and such other endorsements as may be reasonably requested by Purchaser and available in California (the "ALTA Title Policy").

ARTICLE 6
DELIVERIES

6.1 Seller's Deliveries. At least one day prior to the Closing Date,

Seller shall deposit in the Escrow the following:

(a) the Deed executed by the Seller, together with a separate statement regarding documentary transfer tax in the form attached in Exhibit I-1 containing the information requested therein, which separate statement shall not be recorded as a public record in the Official Records, but shall be filed with the County Recorder when the Deed is recorded in the Official Records;

(b) a Bill of Sale in the form attached hereto as Exhibit E executed by the Seller;

(c) the Assignment and Assumption Agreement (the "Assignment") in the form attached hereto as Exhibit L executed by the Seller;

(d) a termination of the Lease in the form attached hereto as Exhibit K (the "Lease Termination") effective as of the Closing Date, executed by the Seller;

(e) originals of certificates of occupancy, licenses, permits, authorizations, consents and approvals required by law and issued by any governmental or quasi-governmental authority having jurisdiction over the Real Property (to the extent in the Seller's possession) and copies of all certificates, if any, issued by the local board of fire underwriters (or other body exercising similar functions) to the extent in the Seller's possession, to the extent not previously delivered to Purchaser;

(f) to the extent in the Seller's possession and not previously delivered to Purchaser, a complete set of as-built architectural and engineering drawings, utilities layout plans, topographical plans and the like used in the construction of the buildings, structures and other improvements on the Real Property;

(g) originals or certified copies of all Contracts then in the Seller's possession, which will be assigned pursuant to the Assignment;

(h) a written certification ("FIRPTA Certificate"), which certification shall be in compliance with the Tax Reform Act of 1984 (the "Act") and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA") and certifying that the Seller is not a person or entity subject to withholding under FIRPTA and the Act, and containing the Seller's tax identification number and address. If Seller does not provide such written certification, Purchaser may withhold at Closing ten percent (10%) of the gross proceeds of the sale of the Property for remittance to the Internal Revenue Service in accordance with the provisions of the Act;

(i) a California 597-W form; and

(j) a certificate remaking and updating through the Closing Date the representations and warranties made in Section 4.1 hereof, or in the event the Seller has knowledge that any such representations and warranties are no longer accurate, describing how they are no longer accurate.

6.2 Purchaser's Deliveries. At the Closing, Purchaser shall cause to

be delivered to Seller:

(a) the Purchase Price required to be paid pursuant to Section 3.1 hereof;

(b) the Lease Termination executed by Purchaser;

(c) the Assignment executed by Purchaser;

(d) a certificate remaking and updating through the Closing Date the representations and warranties made in Section 4.2 hereof, or in the event the Purchaser has knowledge that any such representations and warranties are no longer accurate, describing how they are no longer accurate.

6.3 Closing Statement. Not later than five (5) days prior to the

Closing Date, Seller and Purchaser shall request of the Escrowee that Escrowee prepare a closing statement showing the funds to be delivered, closing costs and prorations for the transactions contemplated hereby in accordance with the provisions of Article 7 hereof.

6.4 Further Assurances. Each of parties hereto, at the Closing, will

execute such additional instruments, documents or certificates as is reasonably required in order to consummate the purchase and sale of the Property pursuant to this Agreement.

ARTICLE 7
APPORTIONMENTS; TAXES; UTILITIES

The following items shall be adjusted and apportioned between Seller and Purchaser as follows:

7.1 Taxes. There shall be no proration of ad valorem real estate

taxes, general and special real property assessments, personal property taxes, charges and assessments ("Taxes") affecting the Property pursuant to this Agreement or under the Lease.

7.2 Rents. All rents with respect to the Real Property shall be

prorated as of midnight of the Proration Date, such that Seller shall be entitled to rents which are due or past due or not yet due but accrued under the terms of the Lease, prorated to midnight of the Proration Date, regardless of when such payments are actually made and Purchaser shall be entitled to all such rents and other revenues accruing on and after the Closing Date. Any proration of rents between Purchaser and Seller pursuant to this Section shall also be deemed to have satisfied any rent proration requirements of the landlord and tenant under the Lease.

7.3 Security Deposits. All cash security and other deposits of the

tenant under the Lease not theretofore applied, shall be delivered by Seller to Purchaser on the Closing Date, or as to such cash deposits, Seller may elect to give Purchaser a credit against the Purchase Price in the amount of such deposits. Any security deposit in the form of a letter of credit shall be delivered to Purchaser immediately following the Closing. Any such delivery or credit of the security and other deposits by Seller shall also be deemed to satisfy any requirement under the Lease for the return of such security and deposits to the tenant under the Lease.

7.4 Contracts. Purchaser shall be entitled to a credit against the

Purchase Price for sums that are due (or accrued) and unpaid as of the Closing Date under any contracts listed on Exhibit G as "Assigned Contracts", and Seller shall be entitled to a credit to the extent that sums have been paid under any such Contracts for services to be performed or goods to be delivered after the Closing Date. At Closing, Seller shall at its cost and expense terminate the existing insurance policies affecting the Property, and there shall be no proration of any amounts related thereto under this Agreement or under the Lease.

7.5 Other Property Operating Expenses. Operating expenses for the

Property shall be prorated as of midnight of the Proration Date. Seller shall pay all utility charges and other operating expenses attributable to the Property to, but not including the Closing Date (except for those utility charges and operating expenses payable by tenant in accordance with the Lease) and Purchaser shall pay all utility charges and other operating expenses attributable to the Property on or after the Closing Date together with any utility charges and operating expenses payable by tenant in accordance with the Lease (other than real property taxes and assessments and insurance premiums). To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based on the last available reading and post-closing adjustments between Purchaser and Seller shall be made within twenty (20) days of the date that actual consumption for such pre-closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall not assign to Purchaser any deposits which Seller has with any of the utility services or companies servicing the Property, and Seller shall be entitled to the return of such deposits from the utility provided, if any. Purchaser shall arrange with such services and companies to have accounts opened in Purchaser's name beginning at 12:01 a.m. on the Closing Date.

7.6 Insurance Premiums. At Closing, Seller shall cancel the

existing insurance policies for the Property. Seller shall pay all insurance premiums owed prior to the Closing Date and there shall be no proration of such items.

7.7 No Credit For Tenant Inducements. Purchaser agrees that there shall

be no payment or credit to Purchaser or liability to any tenant for any allowances and other expenditures required to complete tenant improvements or to satisfy other tenant inducements to be provided by the landlord under the Lease.

ARTICLE 8

CONDITIONS TO SELLER'S OBLIGATIONS

8.1 Seller's Conditions Precedent. The obligation of Seller to close

the transaction contemplated hereby is, at Seller's option, subject to all representations and warranties of

Purchaser contained in this Agreement being true and correct in all material respects at and as of the Closing Date and all covenants of Purchaser to have been performed on or before the Closing Date having been timely and duly performed in all material respects, which conditions are for Seller's benefit only and can be unilaterally waived by Seller.

ARTICLE 9
CONDITIONS TO PURCHASER'S OBLIGATIONS

9.1 Feasibility Contingency. The obligation of Purchaser to close the

transaction contemplated hereby is, at the option of Purchaser, subject to Purchaser's being satisfied, in Purchaser's sole and absolute discretion, with the Records, Lease, Contracts and reports for the Property and the results of its physical inspections of the Property, including, but not limited to, environmental and engineering reports, and the availability of financing for the proposed acquisition (the "Feasibility Contingency"). Purchaser shall have through September 30, 2001 (the period from the date hereof through September 30, 2001 being the "Contingency Period") for satisfaction of the Feasibility Contingency. If Purchaser does not terminate this Agreement by written notice to Seller given prior to the expiration of the Contingency Period, Purchaser shall be deemed to have satisfied the Feasibility Contingency, in which event, subject to the terms and conditions hereof, Purchaser shall be obligated to close the transaction contemplated hereby. If Purchaser does terminate this Agreement by written notice to Seller given prior to the expiration of the Contingency Period, the interest on the Deposit shall forthwith be released to Purchaser from Escrow, the Deposit shall forthwith be released to Seller from Escrow, and, thereupon, this Agreement shall become null and void and neither party shall have any further rights and obligations hereunder, other than the Surviving Obligations.

9.2 Additional Conditions Precedent. The obligation of Purchaser to

close the transaction contemplated hereby is, at Purchaser's option, further subject to all representations and warranties of the Seller contained in this Agreement being true and correct in all material respects at and as of the Closing Date, all covenants of Seller contained in this Agreement to have been performed on or before the Closing Date having been timely and duly performed in all material respects, the Title Company being committed to issue the ALTA Title Policy, and there being no material change in the condition of the Property from the date of the waiver of the Feasibility Condition through the Closing Date (other than changes caused by Purchaser, the Purchaser's Representatives or any tenant or subtenant of Purchaser).

ARTICLE 10
ACTIONS AND OPERATIONS PENDING

10.1 Actions and Operations Pending Closing. Seller agrees that

from the date hereof through the Closing Date:

(a) Except as may be provided to the contrary herein, the Property will continue to be operated and maintained substantially in accordance with the Seller's present standards (except to the extent failure to so maintain such Property is due to the tenant's breach of its obligations under the Lease).

(b) the Seller shall perform or cause to be performed all obligations of the landlord under the Lease, all obligations of Seller under the Contracts to which it is a party and all licenses and permits, all obligations of Seller under the Legal Requirements applicable to the Property, and all obligations of the mortgagor under the any mortgage affecting the Property, to and including the Closing Date or termination of this Agreement. From the date hereof to the Closing Date or earlier termination of this Agreement, Seller shall operate and manage the Property in the same manner as it has been operated and managed heretofore, provided that during said period, without the prior written consent of Purchaser (except as indicated below), Seller shall not do, suffer or permit, or agree to do, any of the following:

(i) Enter into any transaction with respect to or affecting the Property out of the ordinary course of business;

(ii) Sell, lease, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; or

(iii) Remove from the Real Property any of the fixtures thereon or any of the Personalty.

(c) Seller will not enter into any new contracts affecting the Property, or cancel, modify or renew any existing Contracts, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Seller shall comply with all applicable terms, provisions and obligations of Seller contained in the Contracts and any other contractual arrangements referred to in this Agreement applicable to Seller.

(d) Seller shall notify Purchaser promptly if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of Seller contained in Section 4.1 untrue in any material respect.

(e) Seller will maintain in effect all policies of casualty and liability insurance, or similar policies of insurance, with the same limits of coverage which they now carry with respect to the Property.

ARTICLE 11
DAMAGE OR DESTRUCTION; CONDEMNATION; INSURANCE

11.1 Termination of Agreement. If at any time after the date hereof and -----
prior to the date of Closing, (i) all or any material portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever or (ii) if any proceeding relating to the proposed taking of all or any material portion of the Property by condemnation or eminent domain is instituted or threatened by any public authority, then, at the option of Purchaser, this Agreement shall terminate and shall be cancelled with no further liability of either party to the other, other than the Surviving Obligations. Seller shall give Purchaser written notice of any such casualty or instituted or threatened proceeding within three (3) days after Seller becomes aware of the occurrence thereof.

11.2 No Termination of Agreement. If there is any partial or total damage -----
or destruction or condemnation or taking, as above set forth, and if Purchaser elects not to terminate

this Agreement as herein provided, then in any such case all condemnation and insurance proceeds paid or payable to the Company or Seller as a result thereof shall belong to Purchaser at the Closing and shall be paid over and assigned to Purchaser at Closing, and Seller shall further execute all assignments and any other documents or other instruments as Purchaser may reasonably request or as may be necessary to transfer all interest in all such proceeds to Purchaser or to whomever Purchaser shall direct.

ARTICLE 12
LIABILITIES, ASSIGNMENT AND ASSUMPTION OF CERTAIN CONTRACT OBLIGATIONS

12.1 No Liability of Purchaser. Except as expressly provided herein,

Purchaser shall not assume or take subject to any liabilities or obligations of the Property or Seller existing or accrued as of the date of Closing, and Seller shall pay the same as they mature and shall hold Purchaser harmless with respect to all thereof. Liabilities and obligations of the Property accruing after the date of Closing shall be the responsibility of Purchaser or the Property, as the case may be.

12.2 Assumption of Liabilities by Purchaser. Subject to the terms and

conditions of this Agreement, Seller will assign to Purchaser all of its right, title and interest in and to the Contracts listed as "Assigned Contracts" on Exhibit G hereto, and Purchaser will assume and agree to perform Seller's duties and obligations thereunder accruing on and after the date of Closing, pursuant to the Assignment.

ARTICLE 13
[Retained for Numbering Purposes Only]

ARTICLE 14
NOTICES

14.1 Notices. Except as otherwise provided in this Agreement, all

notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

If intended for Seller, to: Sobrato Development Co. #792
 10600 North De Anza Boulevard, Suite 200
 Cupertino, California 95014
 Attention: John M. Sobrato

Copies to: Berliner Cohen
Ten Almaden Boulevard
11/th/ Floor
San Jose, California 95113-2233
Attention: Kathy Siple

If intended for Purchaser, to: VeriSign, Inc.
487 East Middlefield Road
Mountain View, California 94043-4047
Attention: Rick Walsh

with copies to: VeriSign, Inc.
21355 Ridgetop Circle
Dulles, Virginia 20166-6503
Attention: Henry F. White, III

and: VeriSign Inc.
487 East Middlefield Road
Mountain View, California 94043-4047
Attention: James Ulam, Esq.
Senior Vice President,
General Counsel

and: Jones Lang LaSalle Americas, Inc.
8484 Westpark Drive, Suite 710
McLean, Virginia 22102
Attention: Kenneth W. Rudy

and: Piper Marbury Rudnick & Wolfe, LLP
1200 Nineteenth Street, NW
Washington, D.C. 20036-2412
Attention: Jeffrey R. Keitelman

Notice mailed by registered or certified mail shall be deemed received by the addressee three (3) days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee one (1) business day after mailing thereof. Either party at any time may change the address for notice to such party by mailing, sending or delivering a Notice as aforesaid.

ARTICLE 15
MISCELLANEOUS

15.1 Expenses. All costs associated with the transfer of title to the

Property and the associated escrow shall be in accordance with the customary practices in Santa Clara County, California except as otherwise expressly set forth herein. Seller shall pay one-half (1/2) of the escrow fees, one-half (1/2) of the applicable city transfer taxes, all of the documentary county transfer taxes, all of the recording costs necessary to remove monetary liens which the Seller is

required or elects to remove pursuant to this Agreement, and the portion of the premium charged by the Title Company for the ALTA Title Policy which is attributable to basic CLTA coverage (including for those endorsements required by the Title Company to be obtained in order to cause the removal from title of objectionable title matters which Seller is required to remove in accordance with the provisions of Section 5.3 above) . Purchaser shall pay one-half (1/2) of the escrow fees, one-half (1/2) of the applicable city transfer taxes, all costs associated with Purchaser's financing, all of the recording costs with respect to the Deed, and the entire portion ALTA Title Policy not required to be paid by Seller (including endorsements). The fees and expenses of Seller's designated representatives, accountants and attorneys shall be borne by Seller, and the fees and expenses of Purchaser's designated representatives, accountants and attorneys shall be borne by Purchaser. The provisions of this Section 15.1 shall survive Closing.

15.2 Brokerage. Seller and Purchaser each hereby represent and warrant

to the other that with the exception of Jones Lang LaSalle Americas, Inc., to whom Purchaser shall pay all commissions due, neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by the other party and arising out of, or resulting from, any claim by any such broker or finder in contravention of the representing party's representation and warranty herein contained. The parties' obligations hereunder shall survive the termination of this Agreement.

15.3 Books and Records. Seller covenants and agrees that the Records

will remain at Seller's offices, located within Santa Clara County, California, for examination and audit by Purchaser and its agents for a period of five (5) years after the Closing. The provisions of this Section 15.3 shall survive Closing.

15.4 Seller Default. If this Agreement is terminated by a default of

Seller, the interest on the Deposit shall be promptly released to Purchaser, the Deposit shall be promptly released to Seller, and Purchaser shall be entitled to pursue against Seller any and all remedies available to Purchaser, at law or in equity, including, but not limited to, specific performance. The provisions of this Section 15.4 shall survive termination of this Agreement.

15.5 Liquidated Damages. IN THE EVENT PURCHASER FAILS TO COMPLETE THE

PURCHASE OF THE PROPERTY AS CONTEMPLATED HEREIN DUE TO THE DEFAULT BY PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT IN FAVOR OF PURCHASER) TO PERFORM ITS OBLIGATIONS HEREUNDER AND SELLER IS READY, WILLING AND ABLE TO CONSUMMATE THE SALE CONTEMPLATED HEREIN, PURCHASER AND SELLER HEREBY AGREE THAT THE DEPOSIT (TO THE EXTENT MADE) SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. SUBJECT TO THIS SECTION BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT HEREUNDER BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, SUBJECT TO THIS SECTION BELOW, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT (TO THE EXTENT MADE) HAS BEEN AGREED UPON, AFTER NEGOTIATION AND TAKING INTO CONSIDERATION

ALL CIRCUMSTANCES EXISTING AS OF THE AGREEMENT DATE, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AS WELL AS THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT COULD BE ANTICIPATED AND, SUBJECT TO THIS SECTION BELOW, SUCH SUM SHALL BE PAID TO AND RETAINED BY SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PURCHASER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT BY PURCHASER IN PURCHASING THE PROPERTY UNDER THIS AGREEMENT ON THE PART OF PURCHASER. NOTWITHSTANDING THE FOREGOING, THE SURVIVING OBLIGATIONS (AS DEFINED IN THIS AGREEMENT) SHALL NOT BE LIMITED, IMPAIRED OR OTHERWISE AFFECTED BY ANY TERMINATION OF THIS AGREEMENT OR ANY LIQUIDATED DAMAGES RECEIVED BY SELLER PURSUANT TO THIS SECTION AS A RESULT OF PURCHASER'S DEFAULT. AS TO THE SURVIVING OBLIGATIONS, SELLER SHALL RETAIN THE RIGHT TO SEEK AND OBTAIN ANY AND ALL ADDITIONAL REMEDIES AVAILABLE AT LAW AND IN EQUITY AND SHALL NOT BE LIMITED OR AFFECTED BY THE LIQUIDATED DAMAGES PAID TO AND RETAINED BY SELLER PURSUANT TO THIS SECTION. IN PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

15.6 Survival. Subject to the limitations specified in Section 4.1

hereof, the representations, warranties, indemnification, defense and hold harmless obligations and the post Closing obligations of Seller and Purchaser contained or in the documents to be delivered at the Closing herein shall survive the Closing.

15.7 Construction. This Agreement shall not be construed more strictly

against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

15.8 Confidential Information. Seller and Purchaser acknowledge that

the economic terms of the transaction described herein are of confidential nature and shall not be disclosed except to consultants, lenders, attorneys, advisors and affiliates, or as required by law or regulation of any governmental authority or self regulatory organization (i.e., NYSE, NASD), or as reasonably necessary to consummate the transaction. Neither Seller nor Purchaser will make any public disclosure of the economic terms of this Agreement, except as provided in this paragraph. In connection with the preparation for the consummation of the transactions contemplated thereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, not duplicate or use such information, except to advisors, attorneys, consultants, lenders and affiliates in connection with the transactions contemplated hereby, or in connection with any litigation involving Seller and Purchaser or related to the

Property, or as required by law or regulation of any governmental authority or self-regulatory organization or as reasonably necessary to consummate the transaction. Seller acknowledges and agrees that any press release will be made only in a form approved in advance by Purchaser and Seller. The provisions of this Section 15.8 shall survive Closing.

15.9 General. This Agreement may be executed in any number of

counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. This Agreement (including all Exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, if any, with respect thereto (including without limitation that certain letter signed by Purchaser and Seller dated August 10, 2001) and may not be amended, supplemented or terminated, nor shall any Obligation hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged or as otherwise expressly provided herein. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto and their permitted successors and assigns. Captions used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement. If Seller is comprised of more than one person or entity, the obligations of each such person or entity shall be independent of the other person or entity comprising Seller, such that one person or entity comprising Seller shall not be liable for the breach of the other person or entity's obligations hereunder.

15.10 Headings. The headings preceding the text of the paragraphs and

subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

15.11 Governing Law; Parties at Interest. This Agreement will be

governed by the law of the State of California, and will bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and personal representatives. Neither Seller nor Purchaser shall assign any of its rights or obligations pursuant to this Agreement without the consent of the other; provided, however, that (i) Seller shall be permitted to assign its rights and obligations hereunder to an entity affiliated with Seller or in connection with any like-kind exchange referenced in Section 15.16 below, and (ii) Purchaser shall be permitted to assign its rights and obligations hereunder to an affiliate of Purchaser or to an entity established to facilitate a sale-leaseback, synthetic lease or other off-balance sheet financing. Any such assignment by Seller shall not relieve Seller from its liability under this Agreement. Any such assignment by Purchaser shall not relieve Purchaser from its liability under this Agreement for matters accruing prior to the assignment, and, unless such assignment is made at Closing, until Closing, Purchaser shall remain jointly and severally liable with the assignee for matters accruing after the Assignment. If the Assignment is made at Closing, Purchaser shall have no liability under this Agreement for matters accruing after the Assignment.

15.12 Computation of Time. In computing any period of time pursuant to

this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

15.13 [Retained for Numbering Purposes Only.]

15.14 Time of the Essence. All times, wherever specified herein for the

performance by Seller or Purchaser of their respective obligations hereunder,
are of the essence of this Agreement.

15.15 As-Is and Release. Except as otherwise specifically represented

by Seller in this Agreement, Purchaser acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Purchaser in its present condition, "AS-IS, WHERE-IS, WITH ALL FAULTS", without representation or warranty of any kind, express or implied, and that no patent or latent defect in the condition of the Property, whether or not known or discovered, shall give rise to any claim or cause of action by Purchaser against Seller. Purchaser acknowledges and agrees that prior to the end of the Contingency Period, Purchaser and its representatives will have been afforded sufficient opportunity to make and complete such review of the documents received in connection with the Property and inspections of the Property and matters related thereto, and to investigate any land use or other governmental issues affecting the Property as Purchaser and its representatives desire and, except as otherwise expressly provided herein, Purchaser shall accept the Property upon the basis of its review and determinations. Except as otherwise expressly provided herein, Purchaser acknowledges that the Property has been leased or otherwise used from time to time for various industrial/commercial purposes, and has been in the past and is currently subject to a number of environmental concerns. Purchaser further acknowledges that prior to the end of the Contingency Period it will have been given the opportunity to review and be knowledgeable of the matters described in the materials provided by Seller and that Purchaser will acquire the Property subject to all matters described in such materials. Purchaser acknowledges that the materials provided by Seller do not constitute all materials ever received by Seller with respect to the Property, and specifically, without limiting the foregoing, that over the years Seller has received significantly more reports and other information relating to the environmental condition of the Property which are no longer in Seller's possession. Purchaser therefore agrees to rely on the investigations of its environmental and other consultants in ascertaining the present condition of the Property. Purchaser acknowledges that some or all of the materials provided by Seller may have been obtained from previous owners or users of the Property or other sources and Seller makes no representation or warranty as to the reputation or reliability of the persons or entities preparing the materials. Notwithstanding that Seller has made materials available for Purchaser's review, Purchaser will make its own investigation relative to the Property and will rely on its own investigation in determining the suitability of the Property for its use. Without limiting the foregoing, Purchaser shall be responsible for confirming the accuracy of title materials provided by Seller, and for obtaining from the City of Mountain View confirmation of the existence and extent of any City development, zoning or land use approvals. Purchaser acknowledges receipt of the report prepared by JCP Geologists ("JCP") dated August 30, 2001, relating to the location of the Real Property within any natural hazard disclosure zone (the "Natural Hazard Disclosure Report"). Purchaser acknowledges that it will prior to Closing conduct and rely its own independent investigations as to whether the Property is located within any natural hazard disclosure zone and that Seller makes no representations or warranties and shall have no liability in connection with such matters, notwithstanding any terms or conditions contained in the Natural Hazard Disclosure Report.

Purchaser, on behalf of Purchaser and its officers, directors, members, employees, agents, shareholders, heirs, executors, administrators, successors and assigns, does hereby waive, release and forever discharge Seller and its officers, directors, members, partners, employees, agents, heirs, executors, administrators, successors and assigns from any and all claims, actions causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable ("Claims"), which Purchaser may have at Closing or which may arise in the future on account of or in any way arising out of or connected with the Property (except for breach of Seller's express representations made in this Agreement), including without limitation: (i) the physical condition, nature or quality of the Property (including the soils and groundwater on and under the Property); and (ii) the presence or release in, under, on or about the Property (including the soils and groundwater on and under the Property) of any Hazardous Materials. Purchaser, on behalf of Purchaser and its officers, directors, members, employees, agents, shareholders, heirs, executors, administrators, successors an assigns, hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Purchaser's Initials: _____

Notwithstanding anything to the contrary contained herein, the foregoing release shall specifically exclude any Claim which Purchaser may allegedly have against Seller (i) resulting from fraud on the part of the Seller, or (ii) with respect to the Surviving Obligations under this Agreement or any obligation of Seller pursuant to the Assignment delivered to Purchaser at Closing, or (iii) for any tort claims of third parties unrelated to Purchaser or any subsequent owner of the Property from any acts or negligent omissions of Seller for which Purchaser would not be liable under any Lease and not relating to Hazardous Materials.

15.16 Like-Kind Exchange. Purchaser agrees to cooperate reasonably with

Seller in effecting one or more exchange transactions which includes the Property or any portion thereof, pursuant to Section 1031 of the United States Internal Revenue Code, provided that any such exchange transactions, and the related documentation, shall: (a) be at the sole cost and expense of Seller (other than costs and expenses incurred in connection with any review by Seller's attorneys or other consultants), (b) not require Purchaser to execute any contract, make any commitment, or incur any obligations, contingent or otherwise, to third parties, (c) not cause Purchaser to be liable or potentially liable for any environmental conditions affecting property other than the Property, (d) not delay the closing of the transaction, (e) not include Purchaser's acquiring title to any property other than the Property or otherwise becoming involved in a transaction with a third party, and (f) not excuse Seller from any of its obligations under this Agreement, (g) not otherwise be contrary to or inconsistent with the terms of this Agreement. Seller acknowledges that it is not relying on any representation of Purchaser or its counsel with respect to the tax treatment of Seller or any other aspect of the exchange.

15.17 [Retained for Numbering Purposes Only.]

15.18 Attorneys' Fees. If any legal proceeding is brought or undertaken

to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

SELLER:

SOBRATO DEVELOPMENT CO. #792, a California limited partnership

By: SOBRATO INTERESTS, a California limited partnership
Its: sole general partner

By: THE JOHN MICHAEL SOBRATO 1985 SEPARATE PROPERTY TRUST
Its: sole general partner

By: _____
JOHN MICHAEL SOBRATO, Trustee

PURCHASER:

VERISIGN, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

JOINDER

The John Michael Sobrato 1985 Separate Property Trust hereby joins in the foregoing Agreement for the purpose of agreeing to be jointly and severally liable with Seller for all post-closing liability of Seller under this Agreement for which a claim is made prior to the first anniversary of the Closing Date; provided, however, that the John Michael Sobrato 1985 Separate Property Trust shall not have any liability pursuant to this Joinder if the aggregate net worth of Seller does not fall below fifty percent (50%) of the net proceeds from the closing of the transactions contemplated hereby prior to satisfaction of any such claims made prior to the first anniversary of the Closing Date.

THE JOHN MICHAEL SOBRATO 1985
SEPARATE PROPERTY TRUST

By: _____
JOHN MICHAEL SOBRATO, Trustee

EXHIBIT A

LAND LEGAL DESCRIPTION

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, described as follows:

Parcel 1, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on November 27, 1979, in Book 455 of Maps, page(s) 3 and 4.

Excepting therefrom all that portion of land granted to the State of California by deed filed for record in the office of the Recorder of the County of Santa Clara on March 28, 1997 under Recorder's Series No. 13654075, Official Records and being more particularly described as follows:

Being a portion of Parcel No. 1, as said Parcel is shown on that certain Map recorded in the Office of the County Recorder of Santa Clara County, on November 27, 1979, in Book 455 of Maps at Pages 3 and 4, situated in the City of Mountain View, County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the northwest corner of Parcel 3A described in that Final Order of Condemnation recorded June 9, 1969 in Book 8561, Page 506, Official Records of Santa Clara County, on the southwesterly line of Middlefield Road (100.00 feet wide measured at right angles); thence along said line, from a tangent which bears S. 27(degrees) 27' 26" E., along a curve to the right have a radius of 180.00 feet, through a central angle of 10(degrees) 03' 03", an arc length of 31.50 feet to a point of compound curvature, along a tangent curve to the right having a radius of 35.00 feet, through a central angle of 38(degrees) 22' 34", an arc length of 23.44 feet; thence N. 31(degrees) 06' 28" W., 169.17 feet; thence along a tangent curve to the left having a radius of 790.00 feet, through a central angle of 6(degrees) 00' 08", an arc length of 82.76 feet to a point on said southwesterly line of said Middlefield Road; thence along last said line, S.37(degrees) 13' 39" E., 202.44 feet to the POINT OF BEGINNING.

Also excepting therefrom all that portion of land granted to the Santa Clara County Transit District by deed filed for record in the office of the Recorder of the County of Santa Clara on June 5, 1997 under Recorder's Series No. 13728708, Official Records and being more particularly described as follows:

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, and being a portion of Parcel 1 as shown on that certain Map recorded in Book 456 of Maps, at Page 4, Records of Santa Clara County and being described as follows:

Beginning at the Northeasterly corner of said Parcel 1, said point also being on a non-tangent curve to the right (concave to the Southwest) the center of which bears S. 48(degrees) 33' 00" W., 1,449.92 feet;

Thence along the Northeasterly line of said Parcel 1 and along the arc of said curve through a central angle of 00(Degrees) 04' 50", for an arc length of 2.04 feet to a point on a non-tangent curve to the right (concave to the Northwest the center of which bears N. 63(Degrees) 52' 10" W., 619.77 feet;

Thence departing said Northeasterly line along the arc of said curve through a central angle of 18(Degrees) 04' 41", for an arc length of 195.55 feet to a point on the Northwesterly line of said Parcel 1, said point also being on a non-tangent curve to the left (concave to the Northwest) the center of which bears, N. 45(Degrees) 47' 29" W., 598.11 feet; Thence along said Northwesterly line and along the arc of said curve through a central angle of 18(Degrees) 47' 08", for an arc length of 196.10 feet to the POINT OF BEGINNING.

ARB No: 159-40-046
APN No: 160-60-013

EXHIBIT B

PERMITTED EXCEPTIONS

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2001-2002, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) to the Revenue and Taxation Code of the State of California.

No such supplemental taxes are currently due and payable.

3. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: City of Mountain View, a municipal corporation

For: Laying, installing, maintaining, repairing, protecting and replacing sanitary sewers, water mains, storm drains, gas mains, underground electrical and telephone wires, and other municipal uses, together with appurtenances, with the right of ingress and egress

Recorded: May 7, 1964 in Book 6494, Page 465, Official Records

Affects: a portion of the Northwesterly 15 feet of said land as shown on the Parcel Map herein referred to

4. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: City of Mountain View, a municipal corporation

For: Laying, installing, maintaining, repairing, protecting and replacing sanitary sewers, water mains, storm drains, gas mains, underground electrical and telephone wires, and other municipal uses, together with appurtenances, with the right of ingress and egress

Recorded: July 3, 1964 in Book 6567, Page 577, Official Records

Affects: A portion of the Northwesterly 15 feet of said lands as shown on the Parcel Map herein referred to

5. The fact that the ownership of said land does not include any right of ingress or egress to or from Middlefield Road and State highway 237 contiguous thereto, at the points shown as no ingress/egress points on the survey prepared by Kier & Wright Civil Engineers & Surveyors, Inc., dated August 30, 2001, Job No. 79019-2, said right having been condemned by Final Decree of Condemnation, a certified copy of which was,

Recorded: June 4, 1969 in Book 8557, Page 161, Official Records and June 9, 1969 in Book 8561, Page 506, Official Records

Case No.: 209495 and 209492, Superior Court, County of Santa Clara, State of California

Except: the Southeasterly boundary line of said land as shown on the Parcel Map recorded November 27, 1979 in Book 455 of Maps, Pages 4 and 5, Official Records

6. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: City of Mountain View, a municipal corporation

For: A perpetual easement, with right of ingress and egress, for the purpose of laying, installing, maintaining, repairing, protecting and replacing sanitary sewers, water mains, storm drains, gas mains, underground electrical and telephone wires, and other municipal uses, together with appurtenances

Recorded: December 26, 1975 in Book B 791, Page 218, Official Records

Affects: That portion of said land described as follows:

Beginning at a point on the common boundary of Lots 27 and 28 as shown upon said Map of Arques Subdivision No. 2 at the most Westerly corner of that certain tract of land described in the Deed to the State of California, recorded on June 4, 1969, Book 8557 Official Records, at Page 161 Santa Clara County Records; thence Northwesterly along said common boundary North 37(degrees) 13' 39" West 20.34 feet; thence leaving said common boundary North 42(degrees) 14' 15" East 77.09 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 1520.00 feet and a central angle of 7(degrees) 56' 59" an arc distance of 210.90 feet to a point on the curved Northwesterly boundary of said land described in Deed; thence Southwesterly along the Northwesterly boundary along the arc of a curve to the right from a tangent which bears South 30(degrees) 58' 35" West having a radius of 272.00 feet and a central angle of 11(degrees) 25' 40", an arc distance of 54.25 feet; thence South 42(degrees) 14' 15" West 237.14 feet to the point of beginning, and as shown on the Parcel Map herein referred to.

7. An Agreement, affecting said land, for the purposes stated herein and subject to the terms, covenants, and/or conditions, and easements, if any, contained therein

For: Payment of one-quarter of the total cost of signaling the intersection of East Middlefield Road and Logue Avenue

Dated: Not shown

Executed by: City of Mountain View and Sobrato Development No. 792

Recorded: November 30, 1979 in Book E 984, Page 614, Official Records.

8. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: The Pacific Telephone and Telegraph Company

For: To construct and maintain (place, operate, inspect, repair, replace and remove) such underground communication facilities as may from time to time require (including ingress thereto and egress therefrom consisting of wires, cables, conduits, manholes, handholes and above ground markers, pedestals, terminal equipment cabinets, other associates electrical conductors and necessary fixtures and appurtenances

Recorded: April 15, 1980 in Book F 271, Page 659, Official Records

Affects: as follows:

Beginning at the most Westerly corner of said Parcel No. 1; thence along the Southwesterly boundary line of said Parcel No. 1, South 38(degrees) 12' 45" East a distance of 10 feet; thence North 71(degrees) 14' 45" East, parallel with the Northwesterly boundary line of said Parcel No. 1, a distance of 10 feet; thence North 38(degrees) 12' 45" West, parallel with said Southwesterly boundary line, to said Northwesterly boundary line; thence along said Northwesterly boundary line South 71(degrees) 14' 45" West to said most Westerly corner of said Parcel No. 1 and the point of beginning.

9. An unrecorded Lease, affecting the premises herein stated, executed by and between the parties named herein, for the terms and upon the terms, covenants, and conditions therein provided,

Dated: September 07, 1995

Lessor: Sobrato Development Companies #792, a California limited partnership

Lessee: Netscape Communications Corporation, a Delaware corporation

Disclosed by: Subordination, Non-disturbance and Attornment Agreement

Recorded: October 18, 1996, under Recorder's Series No. 13488866,
Official Records

Affects: said land

10. Any rights, interests, or claims that may exist or arise by reason of the following facts as shown on an ALTA/ACSM LAND TITLE SURVEY prepared by Kier & Wright Civil Engineers & Surveyors, Inc. prepared for Sobrato Development Company Job No. 79019-2 dated August 30, 2001:
 - A. The fact that irrigation risers, a gravel running path, parking spaces, curbs and gutters, and a sand walk are located on the easements recorded May 7, 1964 in Book 6494 Page 465, Official Records and July 3, 1964 in Book 6567 Page 577, Official Records.
 - B. The fact that a 3.0' X 3.0' concrete pad with a drinking fountain, a sand walk, and a concrete walk are located on the easement recorded December 26, 1975 in Book B 791, Page 218, Official Records.
 - C. The fact that there is a Pac Bell Box located on the northwesterly portion of said land as shown on said survey.
 - D. The fact that a sign is located partially outside of the northeasterly property line as shown on said survey.
 - E. The fact that a chain link fence is located outside of the northwesterly property line as shown on said survey.
 - F. The fact that concrete and curbs are located outside of the northeasterly and southeasterly property lines as shown on said survey.
11. Matters caused by Purchaser, Purchaser's Representatives or any subtenant of Purchaser.
12. The America Online, Inc. and Hewlett-Packard subleases referred in Section 4.1(d).

EXHIBIT C

SUBMISSION MATTERS

A. Copies of all lease agreements in effect as of the date of the Contract (other than those naming Purchaser or an affiliate of Purchaser as the tenant, or any subleases or other agreements to which Purchaser or an affiliate of Purchaser is a party), if any.

B. A complete list of all contracts (other than leases) in effect as of the date of the Contract and complete copies of all such contracts, other than contracts to which Purchaser or an affiliate of Purchaser is a party.

C. A schedule setting forth the type and amounts of insurance coverage maintained by the Seller with respect to the Property as of the date of the Contract and complete copies of all such insurance policies.

D. If or to the extent in the Seller's possession or reasonably available to the Seller:

- (i) Copies of complete sets of all architectural, mechanical, structural and/or electrical plans and specification used in connection with the construction of or alterations or repairs to the Property together with copies of as-built plans and specifications for the Property.
- (ii) Copies of all soil tests, structural engineering tests, masonry tests, percolation tests, water, oil, gas, mineral, radon, formaldehyde, PCB or other environmental tests, audits or reports, market studies and site plans related to the Property.
- (iii) Parking, structural, mechanical or other engineering reports or studies related to the Property, if any.
- (iv) Copies of the most current ALTA surveys of all or any portion of the Property.
- (v) Copies of all authorizations, including, without limitation, all certificates of occupancy, permits, authorizations, approvals and licenses issued by Governmental Authorities having jurisdiction over the Property and copies of all certificates issued by the local board of fire underwriters or other body exercising similar functions) relating to the Property.
- (vi) Financial and operating statements for the Property for the previous three (3) calendar years and the year to date.
- (vii) Copies of receipts for all ad valorem taxes and special assessments assessed against the Property for the current calendar year and prior three (3) calendar years, statements for utilities payable for the current calendar year and prior three calendar years, statements for utilities payable for the

current calendar year and prior three calendar years, and any information regarding current renditions or assessments on the Property or notices relative to change in valuation for ad valorem taxes.

(viii) Copies of all warranties.

EXHIBIT D

INTENTIONALLY OMITTED

D-1

EXHIBIT E

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, a _____ (the "Seller"), does hereby SELL, CONVEY, TRANSFER and DELIVER to _____ a _____ ("Purchaser"), any and all of Seller's rights, title and interests in and to all fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description, if any, owned by Seller and attached to, located at or pertaining to the real property described on Exhibit A attached hereto and made a part hereof (the "Personal Property").

SELLER IS SELLING, CONVEYING TRANSFERRING AND DELIVERING THE PERSONAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of this ____ day of _____, 2001.

SELLER:

_____, a

By: _____
Name: _____
Title: _____

EXHIBIT F

LEASE

Lease dated October 27, 2000 between VeriSign, Inc. and Sobrato Development Co.
#792 for a 162,090 square foot building located at 685 E. Middlefield Road,
Mountain View, CA

EXHIBIT G

CONTRACTS

A. Assigned Contracts

Landlord's Consent to Sublease between Seller, Netscape Communications Corporation and Hewlett-Packard Company relating to Sublease dated April 29, 1998 for a portion of the Building.

B. Terminated Contracts

Pacific Water Art - Fountain Maintenance
ProSweep - Parking Lot Sweeping
Kelleher & Associates - Roof Maintenance
Maniglia - Landscape Maintenance

EXHIBIT H

LICENSES AND PERMITS

None

H-1

EXHIBIT I

DEED

Recording Requested by and
When Recorded Mail to:
Piper Marbury Rudnick & Wolfe
203 N. LaSalle, Suite 1800
Chicago, Illinois 60601
Attention: Peter B. Ross

and Mail Tax Statements to:
EMBP 685, L.L.C.
c/o VeriSign, Inc.
487 East Middlefield Road
Mountain View, CA 94943
Attention: James, Ulam, Esq.

Space Above This Line for Recorder's Use

APN: 160-60-013

GRANT DEED

For valuable consideration, receipt of which is acknowledged, Sobrato Development Co. #792, a California limited partnership (the "Grantor"), grants to EMBP 685, L.L.C., a California limited liability company ("Grantee"), that certain real property located in the City of Mountain View, County of Santa Clara, State of California, as more particularly described in Exhibit A attached

hereto and made a part hereof (the "Property") together with all right, title and interest in and to all improvements located thereon, and all easements, air rights, development rights, appurtenances, rights and privileges appertaining to the Property, and all right, title and interest in, to and under adjoining streets, rights of way and easements.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

SELLER:

SOBRATO DEVELOPMENT CO. #792, a California limited partnership

By: SOBRATO INTERESTS, a California limited partnership
Its: sole general partner

By: THE JOHN MICHAEL SOBRATO 1985 SEPARATE PROPERTY TRUST
Its: sole general partner

By: _____
JOHN MICHAEL SOBRATO, Trustee

I-2

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 CORPORATE OFFICERS(S)

Title(s)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 CORPORATE OFFICERS(S)

Title(s)
 PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

EXHIBIT A TO DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Mountain View, County of Santa Clara, State of California, described as follows:

[Legal Description to be Inserted]

DO NOT RECORD

FILOR REQUESTS
DO NOT RECORD STAMP VALUE

DECLARATION OF TAX DUE: SEPARATE PAPER:
(Revenue and Taxation Code 11932-11933)
NOTE: This Declaration is not a public record

Document # _____

Property located in:

- Unincorporated
- City of Mountain View

APN: _____

DOCUMENTARY TRANSFER TAX IS \$ _____

Computed on full value

Computed on full value less liens or encumbrances remaining at the time of conveyance

CITY CONVEYANCE TAX IS \$ _____

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Date

Signature

Name (Typed or Printed)

For (Firm Name)

DO NOT RECORD

EXHIBIT J

ENVIRONMENTAL REPORTS

- A. Source Control Workplan dated 7/1/91 by Dames & Moore
- B. Preliminary Source Control Design dated 2/8/94 by PES
- C. Letter dated 5/1/95 regarding construction access from Secor
- D. Phase I Environmental Assessment dated 6/8/95 by E2C
- E. Response to Tenant Concerns dated 12/8/95 from Secor
- F. Authorization for Site Redevelopment dated 5/14/96 by PES
- G. Summary of Environmental Site Concerns dated 10/24/00 by PES
- H. Phase I Environmental Assessment dated 11/28/00 by E2C
- I. Request for EPA Clearance for Construction Activities dated 1/8/01 by PES
- J. Asbestos Sampling Report dated 1/25/90 by E2
- K. Environment Site Assessment dated 4/30/90 by Dames and Moore
- L. Phase I Environmental Assessment dated 8/28/96 by E2C
- M. Combined Intermediate and Final Source Control Remedial Design for Soil and Groundwater Remediation for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 4/12/96
- N. Construction Operation and Maintenance Plan for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 9/27/96
- O. Final Report - Construction Operation and Maintenance Plan for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 12/24/96

INDEX TO SOBRATO ENVIRONMENTAL CONSULTANTS' TECHNICAL BINDERS

Date	Exec Sum	Tab	Document
Redwell #1:			
Feb-86	no	S1	Dames & Moore - Raytheon Contamination Middlefield
Jan-87	no	S2	Golder associates - Interim Remedial Measures
Jan-87	no	S3	Cooper Labs, Inc., Site-Inspection Technical Report Guidance
Mar-87	no	S4	Cooper Labs, Inc., Site-Inspection Technical Report
May-87	no	S5	Calif. Regional Water - Site Inspection Technical Report
Jun-87	no	S6	Cooper Vision - Technical Report
Dec-87	no	S7	Dames & Moore - Evaluation of Contamination
Jan-88	no	S8	Dames & Moore - Evaluation of Contamination
Jan-88	no	S9	U.S. Environmental Protection Agency
Jan-88	no	S10	Dames & Moore letter
Feb-88	no		Dames & Moore Report Soil Gas Survey
Feb-88	no	S11	Dames & Moore Letter
Feb-88	no	S12	Dames & Moore Letter
Feb-88	no	S13	U.S. Environmental Protection Agency - Sec 104/CERLA & Sec 3007/RCRA
Feb-88	no	S14	Acurex Corp. Analysis of 27 soil samples
Mar-88	no	S15	United Soil Engineering Inc. - Proposed Industrial Building Intersection
Mar-88	no	S16	Dames & Moore - DRAFT Report - Soil Sampling Program
Apr-88	no	S17	U.S. Environmental Protection Agency - Sec 104/CERLA & Sec 3007/RCRA
Jun-88	yes	S18	Harding Lawson Associates
Sep-88	no	S19	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites
Oct-88	no	S20	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites

Oct-88 no S21 Dames & Moore

Date	Exec Sum	Tab	Document
Oct-88	no	S22	Dames & Moore Report - Air and Soil Vapor Monitoring
Oct-88	no	S23	Siemens - Raytheon, Intel, Fairchild and Superfund Sites
Jan-89	no	S24	U.S. Environmental Protection Agency - Indian Bend, Wash Superfund Site
Jan-89	no	S25	Dames & Moore - Contamination of Middlefield Road
Mar-89	no	S26	Raytheon, Intel & Fairchild Superfund Sites
May-89	no	S27	U.S. Environmental Protection Agency - Special Notice Letter
May-89	no	S28	Dames & Moore Consulting Service Proposal
May-89	no	S29	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites
Jul-89	no	S30	Dames & Moore Evaluation of Possible TCE Plumes Associated with Middlefield Road
Jul-89	no	S31	Good Faith Offer in Response to EPA Special Notice Letters
Jul-89	no	S32	U.S. Environmental Protection Agency-Middlefield-Ellis-Whisman Superfund Site
Jul-89	no	S33	Dames & Moore - East Middlefield Road Properties
Aug-89	no	S34	Dames & Moore - Monitoring Well Sites
Aug-89	no	S35	NAS - Moffett Field - US Navy
Aug-89	no	S36	Dames & Moore to John Wyss - Siemens
Sep-89	no	S37	Dames & Moore - Groundwater & Vadose Modeling Additional Site Investigation
Sep-89	no	S38	Dames & Moore - Additional Scope Item
Sep-89	no	S39	Dames & Moore - Modelling Assumptions - Additional Site Investigation
Oct-89	no	S40	Dames & Moore - Resampling of Well S0-2
Oct-89	no	S41	Dames & Moore - Underground Tank Sampling
Dec-89	no	S42	Dames & Moore - Additional Site Investigation
Dec-89	no	S43	Dames & Moore - Additional Site Investigation

Date	Exec Sum	Tab	Document
Dec-89	no	S44	Dames & Moore - Proposal-Removal & Investigation of Two Underground Storage Tanks - 455 E. Middlefield Road
Dec-89	yes	1	Dames & Moore Additional Site Investigation
Dec-89	no		Dames & Moore Groundwater Modelling Report
Mar-89	no		Dames & Moore Draft Report Soil Sampling Program
Mar-89	no		Dames & Moore Interim Report-Tank Removal
Nov-89	no		Hamming & Laws Conceptual Work Plan for Remedial Design and Remedial Action
Jan-90	no		Canonie Remedial Design and Remedial Action Cost Estimate
Jan-90	yes	2	Hamming & Laws Remedial Design Regional Groundwater Extraction and Treatment System Proposal
Redwell #2:			
Jan-90	yes	3	Weston Remedial Design Proposal
Jan-90	no		McLaren Proposal to Provide Remedial Design Services
Jan-90	yes	4	Groundwater Technology, Inc. Proposal for Remedial Design-volumes 1 & 2
Jan-90	no	S45	TEI Consulting Engineers-Motorola Complex - N/A
Mar-90	no	S46	Dames & Moore - List of Chemicals
Mar-90	no	S47	Dames & Moore - Removal and Disposal of Soil and Debris
Mar-90	no	S48	Dames & Moore - Final Progress Report No. 8 - Additional Site Investigation
Apr-90	no	S49	Dames & Moore - Request for Additional Authorization, Underground Tank Removal and Investigation
Apr-90	no	S50	Dames & Moore - Hazardous Waste Manifest - Cooper Lab Tank Removal
Apr-90	no	S51	Dames & Moore - Hazardous Waste Manifest - Cooper Lab Tank Removal
May-90	no		Canonie Response to Dames & Moore Additional Site Investigation and Groundwater Modelling Reports
May-90	no	S52	Photos of Damage Covered to 455 E. Middlefield

May-90 6	no	S53	Dames & Moore - Interim Report Tank Removal
Jul-90	no	S54	Dames & Moore - Proposal Removal and Investigation of Two Underground Storage Tanks
Date	Exec Sum	Tab	Document
Aug-90	no		Canonie Response to Bechtel Sensitivity Analysis - MEW Allocation Model Report
Aug-90	no	S55	Inter/Siemens Proposed Superfund Site Revised Responsiveness Summary
Aug-90	no	S56	E2C Work Plan - Soil Sampling and Soil Vapor Study
Sep-90	no	S57	Dames & Moore - Proposed Well SO-2 Replacement
Oct-90	no	S58	U.S. Environmental Protection Agency - Report Format - MEW Superfund Site
Oct-90	no	S59	Sobrato/Explanation of Significant Differences
Nov-90	no	S60	U.S. Environmental Protection Agency - MEW Superfund Site
Dec-90	no	S61	Canonie Environmental - Proposed Preparation of Four 106 Order Work Plans
Dec-90	no	S62	U.S. Environmental Protection Agency - 106 Order
Dec-90	no	S63	Canonie Environmental - Proposal and Cost Estimate
Jan-91	no	S64	Dames & Moore - Technical Memorandum-EPA Administrative Order-MEW Study Site
Jan-91	no	S65	Canonie Environmental - Transmittal of DRAFT Work Plan
Jan-91	yes	S66	U.S. Environmental Protection Agency - Uniform Reporting Format
Jan-91	no	S67	Canonie Environmental - Transmittal of DRAFT Work Plans
Jan-91	no	S68	Dames & Moore Proposal
Jan-91	no	S69	Canonie Environmental - Transmittal of DRAFT Work Plans
Jan-91	no	S70	Dames & Moore Sources of Data Presented in 106 Order
Jan-91	no	S71	Canonie Environmental - Transmittal of DRAFT Work Plan
Jan-91	no	S72	Schlumberger - Submission of MEW Water Reuse & Groundwater Chemistry Work Plans
Jan-91	no	S73	Schlumberger - Submission of Source Control Work Plans
Jan-91	no	S74	Canonie Environmental - Plume Definition Work Plan
Jan-91	no	S75	Canonie Environmental - Plume Definition Work Plan

Jan-91	no	S76	Canonie Environmental - Potential Conduit Work Plan
Jan-91	no	S77	Canonie Environmental - Potential Conduit Work Plan
Exec Date	Sum	Tab	Document
Jan-91	no	S78	Canonie Environmental - Groundwater chemistry Work Plan
Jan-91	no	S79	Canonie Environmental - Groundwater chemistry Work Plan
Jan-91	no	S80	Canonie Environmental - Reuse Work Plan
Jan-91	no	S81	Canonie Environmental - Reuse Work Plan
Jan-91	yes	S82	Canonie Work Plan - 369 Whisman
Jan-91	yes	S83	Canonie Work Plan - 401 National
Jan-91	yes	S84	Canonie Work Plan - 441 N. Whisman
Jan-91	yes	S85	Canonie Work Plan - 515-545 N. Whisman - 313 Fairchild
Jan-91	yes	S86	Canonie Work Plan - 464 Ellis
Jan-91	yes	S87	Canonie Work Plan - 644 National
Jan-91	no	S88	Canonie Quarterly Status Report Oct. - Dec 90

Redwell #3:

Jan-91	yes	5	Canonie Potential Conduit Work Plan
Jan-91	yes	6	Canonie DRAFT Potential Conduit Work Plan-(2 parts)
Jan-91	yes	7	Canonie Ground Water Chemistry Work Plan
Jan-91	yes	8	Canonie DRAFT Groundwater Chemistry Work Plan (2 parts)
Jan-91	yes	9	Canonie Plume Definition Work Plan
Jan-91	yes	10	Canonie DRAFT Plume Definition Work Plan (2 parts)
Jan-91	yes	11	Canonie Water Reuse Work Plan
Jan-91	yes	12	Canonie DRAFT Water Reuse Work Plan (2 parts)

Redwell #4:

Jan-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Jan-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Date	Exec Sum	Tab	Document
Jan-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Feb-91	yes	13	Canonie DRAFT Site Safety Plan
Feb-91	yes	14	Canonie DRAFT Data Management System Plan
Feb-91	yes	15	Canonie DRAFT Quality Assurance Project Plan
Feb-91	yes	16	Canonie Data Management Plan
Feb-91	yes	17	Canonie DRAFT Sampling Plan
Feb-91	yes	18	Bechtel Data Management Plan
Feb-91	no	S89	Dames & Moore - Addendum Source Control Work Plan
Feb-91	no	S90	Landels, Ripley & Diamond-Schlumberger - MEW Site Monthly Progress Reports
Feb-91	no	S91	State Board of Equalization
Feb-91	no	S92	U.S. Environmental Protection Agency - Fairchild Semi Conductor
Feb-91	no	S93	Schlumberger - Monthly Progress Reports
Feb-91	no	S94	Canonie - Draft MEW 106 Work Order Plans
Feb-91	no	S95	Dames & Moore - Increase Authorization - U.S. EPA Administrative Order
Feb-91	no	S96	Schlumberger - Implementation of MEW 106 Order
Feb-91	no	S97	NAS Moffett Field - US Navy - Phase I - Installation Restoration Program
Mar-91	no	S98	Canonie - Draft Quality Assurance Project Plan
Mar-91	no	S99	U.S. District Court - USA v. Intel Corp. and Raytheon Company
Redwell #5:			
Mar-91	yes	19	Canonie DRAFT Quality Assurance Project Plan
Mar-91	no		Canonie Quality Assurance Project Plan - DRAFT
Mar-91	no	S100	Dames & Moore Monthly Progress Report

Date	Exec Sum	Tab	Document
Mar-91	no	S101	Schlumberger MEW 106 Order - Monthly progress Report
Mar-91	no	S102	Dames & Moore - Quarterly Water Level Monitoring
Mar-91	no	S103	Schlumberger Distribution and Due Dates for 106 Orders
Mar-91	no	S104	E2C - Addendum To Well Installation Report for Replacement well SO-2(R)
Mar-91	no	S105	Schlumberger Draft Response to EPA's March 14 Memorandum
Mar-91	yes	S106	Siltec Corp. Addendum A to the Source Control Work Plan
Apr-91	no	S107	Schlumberger - Enclosed Correspondence from Sobrato Development. Co.
Apr-91	no	S108	Schlumberger - Pending Requests to EPA re: Implementation of MEW 106 Order
Apr-91	no	S109	Schlumberger - MEW Documents Repository at Mt. View Public Library
Apr-91	no	S110	Canonie MEW 106 Order - Joint Work
Apr-91	no	S111	Schlumberger - Submission of QAPPS and Sampling Plans for MEW Field Work
Apr-91	no	S112	Schlumberger draft Cover Letter for Quality Assurance Project Plan
Apr-91	no	S113	Schlumberger MEW 106 Order Monthly Progress Report
Apr-91	no	S114	Dames & Moore - Monthly Progress Report - EPA MEW 106 Order
Apr-91	no	S115	Schlumberger 106 Order Respondents EPA report & Groundwater Sampling report
Apr-91	no	S116	Schlumberger Draft Cover Letters for MEW Sampling Plans
Apr-91	no	S117	Dames & Moore Billing No. 3 Consulting
Apr-91	no	S118	EPA Contractor Qualification Requirements of CERLA 106 Order of MEW Site
Apr-91	no	S119	Dames & Moore Request List of Reviewed Canonie Workplans
Apr-91	no	S120	Canonie MEW 106 Order Joint Work Revision to Cost Estimate
Apr-91	yes	20	Canonie DRAFT Sampling Plan Ground Water Chemistry Program
Apr-91	yes	21	Canonie DRAFT Sampling Plan Plume Definition Program
May-91	yes	22	Canonie Ground Water Chemistry Program Sampling Plan

Date	Exec Sum	Tab	Document
May-91	yes	23	Canonie Plume Definition Program Sampling Plan
May-91	yes	24	Canonie Quality Assurance Project Plan Work Plan
Redwell #6:			
May-91	yes	25	Bechtel Source Control Workplan for 475 Ellis Street
May-91	no	S121	Schlumberger Qualifications of Canonie Environmental Services Corp.
May-91	no	S122	EPA MEW CERLA 106 Administrative Order
May-91	no	S123	Schlumberger MEW 106 Order Monthly Progress Reports (April 1991)
May-91	no	S124	EPA Work Plan Submittals under the CERLA 106 Administrative Order for MEW Site
May-91	no	S125	EPA Review 485-487 & 501-505 E. Middlefield Road Work Plan
May-91	no	S126	EPA Review of Work Plan
May-91	no	S127	EPA Response to Letters concerning 106 Order and Work Plan review
May-91	no	S128	Dames & Moore Comments on Canonie Work Plans
May-91	no	S129	Dames & Moore Increase in Authorization for EPA Source Control Work Plans 455,485-487,501-505,575 E. Middlefield Road
May-91	no	S130	Golder Assoc. Review of Source Control Workplans - MEW Study Area
May-91	yes	S131	Canonie - Plume Definition Program Work Plan
Jun-91	no	S132	Dames & Moore Quarterly Groundwater Level Monitoring MEW Site
Jun-91	no	S133	Canonie - Transfer of Previously Generated Technical Data
Jun-91	no	S134	MEW 106 Order - Monthly Progress Reports
Jun-91	no	S135	MEW 106 Order - Monthly Progress Reports
Jun-91	no	S136	Dames & Moore Draft Cost Estimate
Jun-91	yes	S137	Site Safety Plan Report
Jun-91	yes	26	Bechtel Source Control Workplan for 501 Ellis Street
Jun-91	yes	29	Canonie Source Control Work Plan for 441 North Whisman Road, Bldgs. 13 & 23

Date	Exec Sum	Tab	Document
Redwell #7:			
Jun-91	yes	30	Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Drive, Bldgs. 1-4
Jun-91	yes	31	Canonie Source Control Work Plan for 644 National Avenue, Bldg. 18
Jun-91	yes	32	Canonie Source Control Work Plan for 369 North Whisman Road, Bldg. 18
Redwell #8:			
Jun-91	yes	33	Canonie Source Control Work Plan for 401 National Street
Jun-91	no		Canonie DRAFT Site Safety Plan
Jun-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Jun-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Jun-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Jul-91	yes	S138	Golder Assoc. Source Control Work Plan for 490 E. Middlefield
Jul-91	yes	S139	Golder Assoc. Source Control Work Plan for Lots 4 and 5 E. Middlefield
Jul-91	yes	S140	Golder Assoc. Source Control Work Plan for 350 Ellis St.
Jul-91	no	S141	Schlumberger - Submission of Source Control Work Plans for Fairchild's MEW facilities
Jul-91	no	S142	Raytheon - Source Control Workplan
Jul-91	no	S143	Schlumberger - MEW 106 Order Monthly Progress Report (June 1991)
Jul-91	no	S144	EPA Review of Quality Assurance Project Plan
Jul-91	no	S145	Source Control Workplan for 405 National Avenue
Jul-91	no	S146	EPA Submission of Revised NEW Documents
Jul-91	no	S147	Canonie - Proposal Schedule and Cost Estimate Quality Assurance Project Plan Revision
Jul-91	no	S148	Canonie - Quarterly Status Report April - June 1991

Date	Exec Sum	Tab	Document
Jul-91	no		Bechtel Quality Assurance Report
Jul-91	yes	27	Bechtel Phase I Source Control Remedial Design for 501 Ellis Street
Jul-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Jul-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Jul-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Redwell #9:			
Aug-91	no		Canonie Quality Assurance Project Plan Work Plan - Revision 1.0
Aug-91	no		Canonie Response to EPA Review of Quality Assurance Project Plan
Aug-91	no	S149	EPA Proposed Meeting Dates and Agendas MEW Study Area
Aug-91	no	S150	Canonie - Response to EPA's Review and Comments on Quality Assurance
Aug-91	no	S151	Canonie Proposal, Schedule and Cost Estimate Revision of Potential Conduit Work Plan
Aug-91	no	S152	MEW 106 Order - Monthly Progress Report - (July 1991)
Aug-91	no	S153	NAS Moffett Field U.S. Navy Update on Environmental Clean up Activities
Aug-91	no	S153b	Canonie - Draft Response to EPA's Comments on the Potential Conduit Work Plan
Aug-91	no	S154	Dames & Moore Quarterly Water Level Monitoring
Aug-91	no	S155	EPA August 28, 1991 Meeting Agenda
Aug-91	no	S156	EPA Summary of August 28, 1991 Meeting
Aug-91	yes	S157	Source Control Work Plan - Intel Corporation - 365 E. Middlefield
Sep-91	yes	34	Canonie Potential Conduit Work Plan - Revision 1.0
Sep-91	no		Canonie Source Control Work Plan for 644 National Avenue, Bldg. 18 - Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Avenue, Bldgs. 1-4, Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 441 North Whisman Road, Bldgs. 13 & 23 - Addendum 1

Date	Exec Sum	Tab	Document
Sep-91	no		Canonie Source Control Work Plan for 401 National Avenue, Bldg. 19 - Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 464 Ellis Street, Bldg. 20 - Addendum 1
Redwell #10:			
Sep-91	no		Bechtel Source Control Workplan for 501 Ellis Street: Addendum A -Summary of Hydrogeology and Addendum B - Saturated Soil Sampling Plan
Sep-91	yes	35	Bechtel Proposed Final Remedial Design and Construction Operation & Maintenance Plan for 501 Ellis Street - volume 1
Sep-91	no		Bechtel Proposed Final Remedial Design and Construction Operation & Maintenance Plan for 501 Ellis Street - volume 2
Sep-91	no	S158	MEW 106 Order - Monthly Progress Report (Aug. 1991)
Sep-91	no	S159	Dames & Moore Monthly Progress Report EPA MEW 106 Order
Sep-91	no	S160	Canonie - Transmittal Transfer of Updated Technical Data
Sep-91	no	S161	Schlumberger - Standard Time Period to Respond to EPA Comment on MEW 106 Workplan
Sep-91	no	S162	Canonie - Well Coordinates at the Sobrato Property-Mt. View
Sep-91	no	S163	Schlumberger - Listing of Reports (and status) submitted to EPA
Sep-91	yes	S164	Work Plan for Design, Construction and Implementation of the Regional Groundwater Remediation Program, Intel Corp./Raytheon Work Plan A, Volume 1
Sep-91	no	S165	Work Plan for Design, Construction and Implementation of the Regional Groundwater Remediation Program, Intel Corp./Raytheon Work Plan A, Volume 2 Appendices - A-1
Sep-91	no	S166	Canonie - Revisions, 1991 Scope of Work and Cost Estimate 106 Order Joint Work Program
Sep-91	no	S167	Canonie Source Control Work Plan on 369 N. Whisman Rd. Addendum 1
Sep-91	no	S168	Canonie Source Control Work Plan on 369 N. Whisman Rd. Addendum 2
Oct-91	no	S169	Dames & Moore proposal Technical Review of Documents
Oct-91	yes	S170	R. L. Stollar & Associates, Inc. - Sampling & Analysis Plan for Source Control Work 405 National Ave.
Oct-91	no	S171	Schlumberger - Changes/Additions to MEW 106 Order
Oct-91	no	S172	Schlumberger - MEW 106 Order Joint Work Request for Comments

Date	Exec Sum	Tab	Document
Oct-91	no	S173	PRC Environ. Management Inc. - Naval Air Station - Moffett Field
Oct-91	no	S174	Harding Lawson Associates May and November 1990 Potential Surface Maps MEW Study Area
Oct-91	no	S175	EPA - Review of the Potential Conduit Work Plan
Oct-91	no	S176	Schlumberger - Plume Definition and Ground water Monitoring Programs
Oct-91	no	S177	Schlumberger Data Management and Report Formats
Oct-91	no	S178	Schlumberger - conflicting QAPP Requirements
Oct-91	no	S179	Intel - Site Transmittal for Intel's Mt. View Facility
Oct-91	no	S180	EPA - Review of 455,485-487-501-505,575 E. Middlefield Rd. Documents
Nov-91	no	S180b	Golder Associates - Hydraulic Control and Monitory Summary Report
Nov-91	no	S181	EPA - MEW Study Area
Nov-91	no	S182	MEW 106 Order - Monthly Progress Reports (October 1991)
Nov-91	no	S183	Dames & Moore Draft Cost Estimate for the Implementation of Source Control Work Plans
Nov-91	no	S184	Canonie - Transmittal Draft Unified Quality Assurance Project Plan
Redwell #11:			
Nov-91	no		Canonie DRAFT Unified Quality Assurance Project Plan - 2 copies
Nov-91	yes	36	Canonie Ground Water Treatment Plant System Technical Memorandum for 369 North Whisman Road, Bldg. 19
Nov-91	yes	37	Canonie Preliminary Source Control Remedial Design for 369 North Whisman Road, Bldg. 19 - volume 1
Nov-91	no		Canonie Preliminary Source Control Remedial Design for 369 North Whisman Road, Bldg. 19 - volume 2
Nov-91	yes	38	Canonie Slurry Wall Evaluation Technical Memorandum for 369 North Whisman Road, #19
Dec-91	no	S185	Dames & Moore - Resubmittal of Proposal Technical Review of Documents
Dec-91	no	S186	Canonie - Draft Proposed Sampling Network Potential Conduit Program
Dec-91	no	S187	Canonie Transmittal Draft Unified Plume Definition and Ground Water Monitoring Program

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Dec-91	no	S188	Dames & Moore Quarterly Water Level Monitoring 455, 485-487 E. Middlefield Road
Dec-91	no	S189	Canonie - Transmittal Draft Unified Report Format Program and Data Management Plan
Dec-91	no	S190	Dames & Moore EPA MEW 106 Order Monthly Progress Report
Dec-91	no	S191	MEW 106 Order - Monthly Progress Report (November 1991)
Dec-91	no	S192	E2C Ordinance 90-1 Violation, Well S0-2 Destruction 455 E. Middlefield Rd.
Dec-91	no	S193	Santa Clara Valley Water District, an Ordinance of Regulations
Dec-91	no	S194	Canonie Draft Unified Plume Definition and Ground Water Monitoring Program

Redwell #13:

Dec-91	yes	39	Canonie Unified Plume Definition and Ground Water Monitoring Program Report
Dec-91	yes	40	Canonie Unified Quality Assurance Program Plan
Dec-91	yes	41	Canonie Unified Report Format Program Report
Dec-91	yes	42	Canonie DRAFT Unified Report Format Program Report
Jan-92	No	S195	Map of Revised Plan Checked Set
Jan-92	No	S196	Canonie Draft Status Report Potential Conduit Program
Jan-92	No	S197	Schlumberger Change to MEW 106 Distribution List
Jan-92	Yes	S198	Golder Assoc. Inc. Design Specific Data Collection Phase I Work Plan
Jan-92	Yes	S199	Golder Assoc. Inc. Design Specific Data Collection Phase I Work Plan
Jan-92	No	S200	Golder Assoc. Inc. Quality Assurance Project Plan
Jan-92	No	S201	Schlumberger MEW Potential Conduit Tenant/Owner Survey Report
Jan-92	No	S202	Schlumberger - Change to MEW 106 Distribution list
Feb-92	no	S203	PES Environmental Monthly Progress Report (Jan. 92) EPA MEW 106 Order
Feb-92	no	S204	MEW 106 Order Monthly Progress Report Jan. 92
Feb-92	no	S205	Schlumberger - Source Control Work Plans Raytheon Lots 4 & 5 Implementation of Soils Cleanup

Date	Exec Sum	Tab	Document
Feb-92	no	S206	PES Environ. PES Service Agreement
Mar-92	no	S206b	Raytheon Hydraulic Control and Monitoring Report
Redwell #14:			
Mar-92	yes	43	Bechtel Saturated Soil Investigation and Characterization for 501 Ellis Street
Mar-92	yes	44	Bechtel Field Verification Program for 475 Ellis Street
Mar-92	no		PES DRAFT Source Investigation and Characterization Report for 485/487 and 501/505 East Middlefield Road
Mar-92	no		PES DRAFT Source Investigation and Characterization for 455 East Middlefield Road
Mar-92	no		PES DRAFT Source Investigation and Characterization for 575 East Middlefield Road
Mar-92	no		PES Source Investigation and Characterization for 575 East Middlefield Road
Mar-92	no		PES Source Investigation and Characterization for 455 East Middlefield Road
Redwell # 15:			
Mar-92	no		PES Source Investigation and Characterization for 485/487 and 501/505 East Middlefield Road
Mar-92	no		Canonie Quality Assurance Report for 515/545 North Whisman Road and 313 Fairchild Drive
Mar-92	no		Canonie Quality Assurance Report for 644 Ellis Street
Mar-92	no		Canonie Quality Assurance Report for 464 Ellis Street
Mar-92	no		Canonie Quality Assurance Report for 441 North Whisman Road
Mar-92	no		Canonie Quality Assurance Report for 401 National Avenue
Mar-92	no		Canonie Quality Assurance Report for 369 North Whisman Road
Mar-92	no	S207	Schlumberger - Request for Meeting to Discuss EPA Memorandum on Implementation of Soil Cleanup
Mar-92	no	S208	Golder Assoc. Hydraulic Control and Monitoring Summary Report June-Nov. 1991 350 Ellis
Mar-92	no	S209	PES Environmental. Monthly Progress Report Feb. 92 EPA MEW 106 Order

Date	Exec Sum	Tab	Document
Mar-92	yes	S210	Schlumberger MEW 106 Order - Monthly Progress Reports - Feb. 92
Mar-92	no	S211	Schlumberger - Annual Report - MEW 106 Order Respondents (1991)
Apr-92	no	S212	EPA MEW Site Sobrato's 3/30/92 Information Request
Apr-92	no	S213	PES Environmental - Submittal of March 19, 1992 Water Level Evaluation Data
Apr-92	no	S214	PES Environmental. Monthly Progress Report March 1992 EPA MEW 106 Order
Apr-92	no	S215	Schlumberger Distribution List - Change
Apr-92	no	S216	Schlumberger MEW 106 Order - Fairchild Quarterly Quality Assurance Report
Apr-92	no	S217	Raytheon Summary of Activities for March 1992
Apr-92	no	S218	Schlumberger Investigation and Source Control Work Plan
Apr-92	no	S219	Intel Site Data Transmittal for Intel's Mt. View Facility
May-92	no	S220	PES Environmental. Corrections to Sour Investigation and Characterization Reports
May-92	no	S221	Schlumberger - EPA Questions
May-92	no	S222	Raytheon - Proposed Schedule for Implementation of the Silva Well Work Plan
May-92	no	S223	Raytheon Summary of Activities for April 1992
May-92	no	S224	Schlumberger Water Reuse Work Plan EPA Approval
May-92	no	S225	Canonie EPA Review of Potential Conduit Work Plan
Jun-92	yes	S226	Golder Assoc. Data Management Plan - 350 Ellis St. Lots 4 & 5 E. Middlefield Rd.
Jun-92	no		Canonie DRAFT Response to EPA's Comments on Plume Definition Work Plan and Sampling Plan
Jun-92	no	S227	Weisse Assoc. Intel Mt. View Data Management Plan
Jun-92	yes	S228	Siltec - Transmittal of "Characterization Report for Facility Specific Source Control Work 405 National Ave.
Jun-92	no	S229	Schlumberger - Response to EPA Letter of June 15, 1992
Jun-92	no	S230	Watkins-Johnson Environmental. Inc. - Addition Laboratory Analytical Report 405 National Ave.

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Jun-92	no	S231	Canonie Draft Response to EPA's Comments on the Plume definition Work Plan
Jun-92	no	S232	Canonie Preliminary Responses to Comments of the International Tech. Corp.
Jun-92	no	S233	Canonie - Potential Source Areas
Jul-92	no	S234	PES Environmental. June 30, 1992 Meeting Regarding NAS Moffett Field
Jul-92	no	S235	PES Environmental Quarterly Progress Report April - June 1992 EPA MEW 106 Order
Jul-92	no	S236	Raytheon Submission to EPA Records Destruction Plan
Jul-92	no	S237	Raytheon Summary of Activities for April, May and June 1992
Jul-92	no	S238	Schlumberger MEW 106 Work Order Joint work Quarterly Progress Report 2nd Quarter
Jul-92	no	S239	Schlumberger MEW 106 Order Joint Work Quarterly Progress Report
Jul-92	no	S240	Intel Site Data Transmittal for Intel's Mountain View facility
Jul-92	no	S241	Schlumberger MEW 106 Order Fairchild Quarterly Quality Assurance Reports
Jul-92	no	S242	Schlumberger - Access Agreement for 265 N. Whisman Road
Jul-92	no	S243	Canonie Water Reuse Survey
Jul-92	no	S244	Submission of Addendum to the Unified Quality Assurance Project Plan for 106 Order and consent decree parties
Jul-92	no	S245	Canonie Hydraulic Control North of US Highway 101 Addendum 1 Work Plan A
Jul-92	no	S246	Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Well Destruction Reports
Jul-92	no		Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Response to EPA's Comments on Unified Quality Assurance Project Plan
Jul-92	no		Canonie DRAFT Quarterly Progress Reports
Jul-92	no		Canonie DRAFT Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Response to EPA's Comments on Unified Quality Assurance Project Plan
Jul-92	no		Canonie DRAFT Quarterly Progress Reports

Jul-92 no Canonie DRAFT Surface Water Sampling Plan Plume Definition Program

Date	Exec Sum	Tab	Document
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Aug-92	yes	45	Canonie Water Production and Potential Water Use Survey Results Water Reuse Program Report
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Aug-92	no		Canonie DRAFT Report of Results of Water Production and Potential Water Uses
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Redwell #16:

extra copies of PES Investigation and Characterization studies for 455, 575 and 485/487 & 501/505 East Middlefield Road (see redeploys 14 &15) and aerial photos of site

Redwell #17:

Aug-92	no		Canonie response to EPA's Comments on Plume Definition Work Plan Sampling Plan
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Aug-92	no		Canonie Well Destruction Reports
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Aug-92	yes	46	Golder Associates Design Specific Data Collection Report
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Aug-92	no		Canonie DRAFT Response to EPA's Comments on Plume Definition Work Plan and Plume Definition Sampling Plan
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Aug-92	no		Dames & Moore Response to Canonie's Comments on Additional Site Investigation and Groundwater Modeling Reports
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Aug-92	no	S247	PES Environmental - Sobrato Properties Confirmed VOC Sources
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Aug-92	no	S248	Canonie Request for Time Extension Investigation of Well 23L*3 (Sobrato Well)
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Aug-92	no	S249	Canonie Start Up Procedures for Sampling Plume Definition Program
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Aug-92	no	S250	Schlumberger Response to EPA's Plume Definition Work Plan
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Aug-92	no	S251	Sobrato Development. Co. Ellis-Middlefield Plan indicating underground pipelines
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Aug-92	no	S252	Schlumberger Investigation of Well 6S2W23L*3 Sobrato Development. Co. 487 E. Middlefield Rd.
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Sep-92	no		Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Drive - Addendum 2
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Sep-92	No	S253	Schlumberger - Naval Facilities Engineering
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Date	Exec Sum	Tab	Document
Sep-92	No	S254	Distribution
Sep-92	No	S255	Raytheon Potential Navy Sources of Chlorinated Solvents on Moffett Field
Sep-92	No	S256	Canonie Notification of Changes in the Monitoring Schedule
Sep-92	No	S257	Canonie Request for Well Designation and Coordination
Sep-92	No	S258	NAS Moffett Field Update on Environmental Clean Up Activities
Sep-92	No	S259	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 410 National Ave Building 9
Sep-92	No	S260	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 441 No. Whisman Building
Sep-92	No	S261	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 644 National Building 18
Sep-92	No	S262	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 464 Ellis Building 20
Oct-92	No	S263	Canonie Correspondence concerning Missed Holding Times
Oct-92	No	S264	Raytheon Consent Decree: Quarterly Progress Report, 3rd Quarter of '92
Oct-92	No	S265	Raytheon Summary of Activities for July - Sept. 1992 Quarterly Report
Oct-92	No	S266	Schlumberger Annual Horizontal Potential Conduits Evaluation
Oct-92	No	S267	Schlumberger - MEW 106 Order - Quarterly Progress Report
Oct-92	No	S268	Schlumberger MEW 106 Order Work Joint-Quarterly progress Report 3rd Quarter of 92
Oct-92	No	S269	Schlumberger - MEW 106 Order - Fairchild Quarterly Quality Assurance Reports
Oct-92	No	S270	Canonie - Arrangements for Data Exchange
Oct-92	No	S271	Raytheon - Quarterly Report Summary of Activities July-Sept 1992
Oct-92	No	S272	Weighs - Site Data Transmittal for Intel's Mt. View Facility-Third Quarter 1992 Monitoring Report
Oct-92	No	S273	Canonie Destruction Report: Well 6S2W23D*3 EPA 106 Order
Oct-92	No	S274	PES Environmental - Quarterly Progress Report 7-92 to 9-92 EPA MEW 106 Order
Oct-92	No	S275	Canonie - Reminder of Upcoming November Water Level Measurements-Quarterly Monitoring Prog.
Nov-92	No	S276	Watkins-johnson - Project Design for Source Control Remedial Design 405 National Ave.
Nov-92	No	S277	Golder Assoc. Phase II Work Plan Raytheon - 350 Ellis St., Lots 4 & 5 E. Middlefield

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Nov-92	No	S278	Golder Assoc. Data Collection report - Raytheon - 350 Ellis Street
Nov-92	No	S279	Golder Assoc. Soil Gas Survey & RDI Borehole, Lot 3, E. Middlefield Rd.
Nov-92	No	S280	Weiss Associates - Correction letter for 10-3-92 report
Dec-92	No	S281	Canonie - Joint Defense Communication Geologic Correlation Draft Report
Dec-92	No	S282	Transmittal of Addendum to Unified Quality Assurance - Middlefield-Ellis-Whisman Study Area
Dec-92	No	S283	Canonie - Well 6S2W23D*3 EPA 106 Order Joint Work Potential Conduit Program
Dec-92	No	S284	Schlumberger - MEW 106 Order - Potential Conduit Destruction Reports
Dec-92	No	S285	Canonie - Notification - Completion of Sampling Activities
Dec-92	No	S286	Canonie 0 Transmittal - Ground Water Chemistry Program
Jan-93	No	S287	PES Environmental - Quarterly Progress Report 10-92 to 12-92 EPA MEW 106 Order
Jan-93	No	S288	Raytheon - Quarterly Report - Summary of Activities for Oct-Dec. 1992
Jan-93	No	S289	Raytheon - Consent Decree: Quarterly Progress Report, Fourth Quarter of 1992
Jan-93	No	S290	Schlumberger - MEW 106 Order Quarterly Progress Report, Fourth Quarter 1992
Jan-93	No	S291	Schlumberger - MEW 106 Order Joint Work-Quarterly progress Report 4th Quarter 1992
Jan-93	No	S292	Schlumberger - MEW 106 Order - Fairchild Quarterly Quality Assurance Reports
Jan-93	No	S293	Weiss Associates - 4th Quarter 1992 - Self Monitoring Report at Intel 365 Middlefield
Jan-93	No	S294	PES Environmental - Designated Facility Coordinator
Jan-93	No	S295	Canonie - Notification of Receipt of Lab Analyses 106 Order Middlefield-Ellis
Feb-93	No	S296	Canonie - Draft Nov. 19, 1992 Potentiometric Surface Maps & TCE Concentration Jun-Dec 1992
Feb-93	No	S297	Schlumberger - list of documents submitted
Feb-93	Yes	S298	Canonie - Preliminary Source Control - 464 Ellis Street
Feb-93	Yes	S299	Canonie - Slurry Wall Evaluation - 401 National Avenue
Feb-93	Yes	S300	Canonie - Preliminary Source Control - 401 National Avenue

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Feb-93	Yes	S301	Canonie - Preliminary Source Control - 644 National Avenue
Feb-93	No	S302	Canonie - In-Situ Aeration System - 369 N. Whisman Road
Feb-93	Yes	S303	Canonie - Preliminary Source Control - 441 N. Whisman
Feb-93	Yes	S304	Canonie - Slurry Wall Evaluation 515/545 N. Whisman and 313 Fairchild Drive
Feb-93	No	S305	Canonie - Ground Water Treatment System 515/545 N. Whisman and 313 Fairchild Drive
Feb-93	Yes	S306	Canonie - Preliminary Source Control - 515/545 N. Whisman and 313 Fairchild Dr. Vol. 1 & 2
Feb-93	Yes	S307	Canonie - Draft Plume Definition Program Report MEW 106 Order Joint Work
Mar-93	Yes	S308	Canonie - Prelim. Design Regional Ground Water Remediation Program MEW Site
Mar-93	Yes	S309	Final Draft Plume Definition Program Report MEW 106 Order Joint Work MEW Site
Mar-93	Yes	S310	Preliminary Design Regional Ground Water Remediation Program MEW Site
Mar-93	No	S311	Canonie - Preliminary Source Control Remedial Design 369 N. Whisman
Feb-93	No	S312	Weiss Associates - Intel's Ground Water Data Base 1992 Annual Report
Feb-93	Yes	S313	Golder Associates - Preliminary Source Control Remedial Design Raytheon Lots 4 & 5
Feb-93	Yes	S314	Golder Associates - Preliminary Source Control Remedial Design Raytheon 350 Ellis St.
Mar-93	Yes	S315	Canonie - Plume Definition Program
Apr-93	No	S316	Canonie - 1st qtr 93 Progress Reports
Apr-93	No	S317	Schlumberger/Canonie Quarterly Quality Assurance Reports for 6 Fairchild sites
Apr-93	No	S318	Schlumberger/Canonie MEW 106 Order Joint Work Quarterly Progress Report - 1st qtr `93
Apr-93	No	S319	Canonie - Add #1 Preliminary Design Remediation South of Highway 101
Apr-93	No	S320	Canonie - Add #1 Preliminary Design Remediation North of Highway 101
Apr-93	No	S321	Schlumberger - 1st qtr `93 quarterly progress report from General Instruments
Apr-93	No	S322	Weiss Associates - Intel's quarterly groundwater monitoring report 1st qtr `93
Apr-93	No	S323	Raytheon - 1st qtr 93 Facility Specific Work report (Golder Associates)

Date	Exec Sum	Tab	Document
Apr-93	Yes	S324	Golder - Hydraulic Control and Monitoring Summary Report 12/91 thru 11/92
Apr-93	No	S325	Canonie - Draft Well Destruction Report, Well #6S2W14N3 (175 Evandale Ave., Mtn. View)
Apr-93	No	S326	Canonie - Preliminary Remedial Design Fairchild Bldgs. 13 & 23, 441 N. Whisman
Apr-93	No	S327	Canonie - Preliminary Remedial Design Fairchild Bldg 20, 464 Ellis
Apr-93	No	S328	Canonie - Preliminary Remedial Design Fairchild Bldg 18, 644 National
May-93	No	S329	Canonie - B3 Aquifer Plume Definition Work Plan
May-93	No	S330	Watkins-Johnson - Groundwater Model Report 405 National Ave.
May-93	No	S331	Canonie - Responses to PRP Comments on design of Regional Ground Water Mediation Program
May-93	Yes	S332	Canonie - Ground Water Chemistry Program EPA 106 Order Joint Work
May-93	Yes	S333	Harding Lawson Summary of Potential Source Areas @ NAS Moffett Field
May-93	No	S334	Canonie - Plume Definition Program Addendum 1
May-93	No	S335	Canonie - Well Investigation Report 4 parts
May-93	No	S336	Schlumberger - Ground Water Chemistry Program Report
Jun-93	No	S337	Weiss response to EPA comments regarding Intel's Control Workplan
Jun-93	No	S338	Canonie - Slurry Wall Evaluation 401 National Avenue (Fairchild Bldg. 9)
Jun-93	No	S339	Canonie - Well #6S2W12N*1 Potential Conduit Program
Jun-93	No	S340	Canonie - Source Control Remedial Design Fairchild Bldgs. 1, 2, 3 and 4
Jun-93	No	S341	Canonie - Well #6S2W14N*1 Potential Conduit Program
Jun-93	No	S342	Canonie - Well #6S2W22H*10 Potential Conduit Program
Jun-93	No	S343	Prickett & Associates - Groundwater Modelling Results
Jul-93	No	S344	Weiss - 2nd Qtr 1993 Monitoring Report @ Intel, 365 Middlefield Road
Jul-93	No	S345	Bechtel - NEC 2nd Qtr progress report / Canonie - 2nd Qtr 1993 progress report 441 N. Whisman
Jul-93	No	S346	Canonie - 2nd Qtr progress report plume definition program
Jul-93	No	S347	Canonie - Regional Ground Water Remediation Program 2nd Qtr report
Jul-93	No	S348	Raytheon - Facility Specific work 2nd Qtr report

Date	Exec Sum	Tab	Document
Jul-93	No	S349	Canonie - Presentation of Lab results & recommendations for resampling of wells B3 Plume Prog
Jul-93	No	S350	Canonie - Draft Potentiometric Surface Maps to Raytheon
Jul-93	No	S351	Canonie - Well #6S2W23E*1 Investigation Report
Jul-93	No	S352	Canonie - Well #6S2W23M1 Investigation Report
Jul-93	No	S353	Canonie - Well #6S2W23D*4 Investigation Report
Aug-93	No	S354	Canonie - Final 5/20/93 Potentiometric Surface Maps
Aug-93	No	S355	Canonie - Final Source Control Remedial Design Volume 1: Basis of Design
Aug-93	No	S356	Canonie - Final Source Control Remedial Design Volume 2: Contract Docs, Specs & Drawings
Aug-93	No	S357	Canonie - Well #6S2W23L*3 Potential Conduit Program (Destruction) Report
Aug-93	No	S358	Canonie - Well #6S2W23M1 Investigation Report
Aug-93	No	S359	Canonie - Well #6S2W23E*1 Investigation Report
Aug-93	No	S360	Canonie - Well #6S2W23D*4 Investigation Report
Aug-93	No	S361	Canonie - Well #6S2W23L*3 Potential Conduit Program
Aug-93	Yes	S362	Canonie - "B3" Aquifer Plume Definition Program
Aug-93	Yes	S363	Canonie - Final Source Control Remedial Design Vol. 1 Basis of Design
Aug-93	Yes	S364	Canonie - Final Source Control Remedial Design Vol. 2 Contract Docs, Specs & Dwgs
Sep-93	No	S365	Canonie - Preliminary Design Regional Ground Water Remediation Program North of Hwy 101
Sep-93	No	S366	Canonie - Preliminary Design Regional Ground Water Remediation Program South of Hwy 101
Sep-93	Yes	S367	Canonie - Addendum 2 Plume Definition Program "B3" Auifier
Sep-93	No	S368	Groundwater Technology resumes and qualifications from Raytheon
Sep-93	Yes	S369	Canonie - Final Source Control Remedial Design, 644 National Ave., Bldg. 18 (Fairchild)
Oct-93	No	S370	Raytheon - Consent Decree: Quarterly Progress Reports 3rd Qtr
Oct-93	No	S371	Schlumberger - MEW 106 Order - Joint Work Qtrly Progress Report
Oct-93	No	S372	Schlumberger - MEW 106 Order - Site Specific Qtrly Progress Report

Date	Exec Sum	Tab	Document
Oct-93	No	S373	Weiss - Third Quarter 1993 Self Monitoring Report for Intel, 365 Middlefield
Oct-93	No	S374	Canonie - Final Source Control Remedial Design, Fairchild, 644 National Ave, Bldg. 18
Oct-93	No	S375	Canonie - Final Source Control Remedial Design, Fairchild, 401 National Ave, Bldg. 9
Oct-93	No	S376	Canonie - Final Source Control Remedial Dsn, Fairchild, 369 & 441 N. Whisman, Bldgs. 19, 13 & 23
Nov-93	Yes	S377	Canonie - Final Design Regional Ground Water Remediation Program M-E-W site Mt. View, CA

EXHIBIT K

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made on _____, 2001 by and between _____ ("Landlord"), and _____ ("Tenant").

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease dated _____ (the "Lease"), as amended, pursuant to which Landlord leases to Tenant approximately _____ rentable square feet of space, known as _____ (the "Premises").

B. Landlord and Tenant have agreed to terminate the Lease, subject to and in accordance with the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are _____ incorporated into this Agreement by reference as if fully set forth.

2. Termination. Effective immediately on the date of this Agreement (the "Termination Date"), the Lease is hereby terminated. As of the Termination Date, the Lease shall be deemed to be of no further force or effect and neither party shall have any further liability to the other under the Lease except for those obligations which expressly survive expiration or earlier termination of the Lease ("Surviving Obligations"), subject to this Section below. Notwithstanding Section 12E of the Lease, Landlord's obligations under Section 12E of the Lease ("Landlord's Indemnity Regarding Hazardous Materials") shall not survive termination of the Lease and shall not be a Surviving Obligation hereunder.

3. Release. Except for the Surviving Obligations, the undersigned (and the _____ individuals executing on behalf of the undersigned in their individual capacities) do hereby release, discharge and acquit each other, their past, present and future officers, employees, directors, principals, agents, partners, shareholders, attorneys, successors and assigns, and any affiliated entity or other entity owned or controlled by one or more of them, from any claim asserted or which may have been asserted in connection with any rights, obligations, representations, warranties or covenants, or breaches thereof, contained in, arising from or conferred under the Lease, other than the Surviving Obligations, and from any and all claims, demands, remedies, causes of action, debts, liabilities and losses of every kind or nature, whether at this time known or unknown, anticipated or unforeseen, direct or indirect, fixed or contingent, whether presently or hereafter disclosed, which the parties to this Agreement, and their respective successors and assigns, ever had, now have or hereafter may have by reason of the

Lease, the landlord-tenant relationship created thereby, or the occupancy of the Premises under the Lease, except that nothing herein shall in any way limit or prejudice the rights of either of the parties with respect to the Surviving Obligations, the exercise and enforcement to the fullest extent of the rights granted under this Agreement, or the pursuit of any claim by Tenant under that certain Agreement to Purchase Buildings dated September __, 2001, between Landlord and Tenant (the "Purchase Agreement") or reserved by Tenant under Section 15.15 of the Purchase Agreement. Landlord and Tenant hereby waive the protection of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Landlord's Initials:_____ Tenant's Initials:_____

4. Authority. The signatories hereto hereby represent that they have full ----- and complete authority to bind their respective parties to the Agreement and that no other consent is necessary or required in order for the signatories to execute this Agreement on behalf of their respective parties.

5. Binding Effect. This Agreement shall be binding upon and inure to the ----- benefit of the parties hereto and their respective successors and assigns.

6. Applicable Law. This Agreement shall be governed by and construed and ----- enforced in accordance with the laws of the State of California without regard to any conflict of laws principles.

7. Counterparts. This Agreement may be executed in separate counterparts, ----- all of which together shall constitute a single Agreement.

8. Attorneys' Fees. If any legal proceeding is brought or undertaken to ----- enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

TENANT:

_____, a

By: _____
Name: _____
Title: _____

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EXHIBIT L

ASSIGNMENT

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the _____ day of _____, 2001 by and between _____, a _____, ("Assignor") and _____, a _____ ("Assignee").

W I T N E S S E T H:

WHEREAS, by Agreement to Purchase Buildings ("Purchase Agreement") dated as of _____, 2001, by and between Assignor and Assignee, Assignor agreed to sell to Assignee certain real property and the improvements located thereon ("Property") as more particularly described in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, inter alia, that Assignor shall assign to Assignee rights to certain intangible property and that Assignee shall assume all of the obligations of Assignor under such intangible property from and after the date of such assignment, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment of Contracts, Licenses and Permits. Assignor hereby assigns, sets over and transfers to Assignee, to the extent assignable (without representation or warranty as to assignability) on the terms described below without prejudicing Assignor's reserved rights and benefits described below, all of its right, title and interest in, to and under (a) the contracts described in Exhibit A attached hereto and incorporated herein by this reference (herein collectively called the "Contracts"), (b) all licenses, permits and other written authorizations necessary for the use, operation or ownership of the Property (herein collectively called the "Licenses and Permits"), and (c) all rights of Assignor in all intangible property owned by Assignor and useful in connection with the Property ("Intangible Property").

2. Assumption and Indemnity. Assignee hereby (a) assumes and takes responsibility for all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, the Licenses and Permits and Intangible Property arising or accruing after the date hereof and (b) agrees to indemnify, defend and hold harmless Assignor from all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, Licenses and Permits and Intangible Property arising or accruing on or after the date hereof. Assignor agrees to indemnify, defend and hold harmless Assignee from all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, Licenses and Permits and Intangible Property arising or accruing before the date hereof.

3. Miscellaneous. This Assignment and the obligations of the parties

hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the

application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

5. Counterparts. This Assignment may be executed in counterparts,

each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

_____, a

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

AGREEMENT TO PURCHASE BUILDINGS

By and Between

VeriSign, Inc.
a Delaware corporation,
as Purchaser

and

Ellis-Middlefield Business Park,
a California limited partnership,
as Seller

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Exhibit C	Submission Matters
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Exhibit E	Bill of Sale
Exhibit F	Leases
Exhibit G	Contracts
Exhibit H	Licenses & Permits
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Exhibit K	Lease Termination
Exhibit L	Assignment
Exhibit M	Siemens Estoppel
Exhibit N	Access Agreement

AGREEMENT TO PURCHASE BUILDINGS

THIS AGREEMENT TO PURCHASE BUILDINGS (the "Agreement") is made this 1st day of October, 2001, by and between Ellis-Middlefield Business Park, a California limited partnership ("Seller"), and VeriSign, Inc., a Delaware corporation ("Purchaser").

R E C I T A L S:
- - - - -

A. Seller is currently the owner of fee simple title to approximately 10.8 acres of land upon which are currently constructed (i) the building commonly known as 455 East Middlefield Road, Mountain View, California containing approximately 32,500 rentable square feet, (ii) the building commonly known as 487 East Middlefield Road, Mountain View, California containing approximately 49,362 rentable square feet, (iii) the building commonly known as 501 East Middlefield Road, Mountain View, California containing approximately 49,362 rentable square feet and (iv) that certain parking garage ("Garage") to be or in the process of being constructed on the land on which the foregoing buildings are located (collectively, the "Property").

B. Pursuant to those certain leases listed on Exhibit F hereto (the "Leases") Purchaser is the tenant of the Property, as well as a 4-story, approximately 102,000 square foot building to be constructed by the Company on the Property ("Building 4").

C. Purchaser desires (i) to purchase the Property from Seller, (ii) to terminate the Leases effective as of the Closing, and (iii) to obtain from Sobrato Construction Corporation ("Sobrato Construction") (an affiliate of Seller) at the Closing the option to engage Sobrato Construction to construct Building 4 on a portion of the Property. Seller desires to effectuate the foregoing.

A G R E E M E N T S:
- - - - -

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions As used herein, the following terms shall have the respective meanings indicated below:

Agreement: This Agreement to Purchase Buildings, including the Exhibits, which are incorporated herein.

Building 4 Option: The option agreement between Sobrato Construction and Purchaser for the construction of Building 4 in the form attached hereto as Exhibit D.

Buildings: The buildings referred to in Recital A.

Closing: As defined in Section 5.1.

Closing Date: As defined in Section 5.1.

Contracts: All equipment leases, management, leasing, repair,

maintenance, operating, supply, purchase, consulting, advertising, service, equipment, utility, concession, telephone, cable, employment, collective bargaining, employee benefit and other contracts, commitments and agreements (excluding the Leases) relating to all or any portion of the Property, including, but not limited to, (i) the Garage Contract, (ii) that certain Indemnification Agreement (the "Siemens Indemnity") dated November ____, 1993 by and between Sobrato Development Companies, John A. Sobrato and Susan R. Sobrato, both individually and as trustees of the John A. Sobrato and Susan R. Sobrato 1979 Revocable Trusts, Ann R. Sobrato, John Michael Sobrato as trustee of the Ann Sobrato 1989 Revocable Trust, and Ellis-Middlefield Business Park (collectively, the "Indemnitees") and Siemens Components, Inc. ("SCI"), (iii) that certain Guaranty Agreement (the "Siemens Guaranty") dated November 19, 1993 made by Siemens Corporation ("Siemens") in favor of the Indemnitees, and (iv) that certain Settlement Agreement (the "Settlement Agreement") dated November ____, 1993 by and between the Indemnitees, SCI and Litronix, Inc.

Deposit: The sum of Thirty Thousand Dollars (\$30,000.00), which shall

be deposited by Purchaser with Escrowee, as escrowee, to be held as earnest money subject to the terms of this Agreement, and interest thereon, if any.

Escrow: The escrow created for the purpose of facilitating the

transactions contemplated hereby pursuant to the Escrow Instructions (as defined herein).

Escrowee: Alliance Title Company, located at 901 Campisi Way, Suite

100, Campbell, California.

Escrow Instructions: The escrow instructions to be executed and

delivered by a party hereto pursuant to Section 3.2 (or such party's attorneys who are hereby authorized by such party to execute same) to the Escrowee, as are reasonably necessary to consummate the transactions contemplated by this Agreement and consistent with the terms of this Agreement.

Garage Contract: That certain construction contract dated August 1,

2001 by and between Sobrato Construction and Seller for construction of the Garage on the Property.

Improvements: The Buildings and Garage, including, but not limited to,

structures (surface and sub-surface) and other improvements, including all fixtures, systems, facilities, machinery, equipment and conduits to provide fire protection, security, heat, exhaust, ventilation, air-conditioning, electric power, light, plumbing, refrigeration, gas, sewer and water thereto, to the extent completed as of the Closing.

Intangible Personal Property: All intangible property owned by Seller

or any affiliate thereof and used in connection with the Property, if any, including without limitation all permits, approvals, land use and other rights to construct Building 4 (Seller does not warranty that any

such rights will exist for Building 4 in the future), all permits, approvals, land use and other rights to construct the Garage, all trademarks, trade names, contract rights, guarantees, licenses, permits, warranties, promotional materials, leasing brochures, and logos.

Land: The parcels of real property described in Exhibit A hereto,

together with all easements and appurtenances thereto, all oil, gas and mineral rights belonging to Seller with respect to such real property, all rights, title and interest, if any, of Seller in and to all land lying in any street, alley, road or avenue, open or proposed, in front of or adjoining said Land, to the centerline thereof.

Leases: The leases listed on Exhibit F hereto.

Legal Requirements: (i) All laws, statutes, codes, acts, ordinances,

orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, certificates (including the certificate of occupancy issued for the Property), directions and requirements, including any applicable environmental, zoning, building, housing or similar law, ordinance, code, order or regulation of all governments and governmental authorities having jurisdiction of the Property (including, for purposes hereof, any local Board of Fire Underwriters), which now or hereafter may be applicable to the Property, and the operation thereof, and (ii) all covenants, easements and restrictions affecting the Property.

Obligations: All payments required to be made and all representations,

warranties, covenants, agreements and commitments required to be performed under the provisions of this Agreement by Seller or Purchaser, as applicable.

Permitted Exceptions: Any liens, encumbrances, restrictions, exceptions

and other matters specified in Exhibit B to which title to the Real Property may be subject on the Closing Date.

Personalty: All fixtures, equipment, furniture, furnishings,

appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, all or any part of the Real Property (except such as are owned by tenants of the Real Property or anyone other than Seller), if any.

Property: (i) The Real Property, (ii) the Personalty, and (iii) the

Intangible Personal Property, collectively.

Proration Date: The day immediately preceding the Closing Date.

Purchase Price: One Hundred Sixty-Two Million Eight Hundred Ninety-

Seven Thousand Nine Hundred Ninety-One Dollars (\$162,997,991).

Real Property: The Land together with the Improvements located on the

Land.

Records: All books and records maintained by Seller or its agents

pertaining to the Property (excluding organizational documents of Seller and documents relating to the ongoing governance of the entities which comprise Seller).

Survey: The survey for the Real Property prepared in accordance with

Section 5.3(a).

Title Company: First American Title Insurance Company.

Title Defect: A lien, claim, charge, security interest or encumbrance

other than a Permitted Exception.

UCC: The Uniform Commercial Code in effect in California.

1.2 References. Except as otherwise specifically indicated, all

references to Section and Subsection numbers refer to Sections and Subsections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto. The words "hereby," "hereof," "herein," "hereof," "hereto," "hereunder," "hereinafter," and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection hereof. The word "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Agreement. Captions used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

ARTICLE 2
PURCHASE AND SALE/LEASE TERMINATION

2.1 Purchase and Sale/Lease Termination Subject to the conditions and

on the terms contained in this Agreement:

(a) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Purchaser, the Property by a recordable grant deed in the form attached hereto as Exhibit I (the "Deed").

(b) Purchaser and Seller agree to terminate the Leases.

(c) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell, assign and transfer to Purchaser pursuant to an Assignment and Assumption Agreement in the form attached hereto as Exhibit L, all of Seller's right, title and interest in (i) the Contracts listed under the heading "Assigned Contracts" on Exhibit G hereto, and (ii) the Intangible Personal Property pertaining to the Property.

(d) Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell, assign and transfer to Purchaser, the Personal Property owned by Seller, if any, by good and sufficient bill of sale in the form attached hereto as Exhibit E.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price Purchaser agrees to pay to Seller, and Seller

agrees to accept payment of the Purchase Price as follows:

(a) The Deposit shall be applied against the Purchase Price at Closing. The Deposit shall be paid to Seller if the transaction contemplated hereby fails to close for any reason, including without limitation a default by Seller.

(b) At Closing, Purchaser shall pay to Seller the Deposit and the balance of the Purchase Price, plus or minus prorations and adjustments as hereinafter provided, in cash or by wire transfer of collected federal funds for immediate credit. The Purchase Price shall not be adjusted due to variances in acreage or square footage of the Land or Buildings from those stated in the Recitals.

3.2 Escrow Not later than two (2) business days following the date

hereof, the parties, through their respective attorneys, shall establish an escrow (the "Escrow") with Escrowee, if not established as of the date hereof, and shall deposit a copy of an executed counterpart of this Agreement with Escrowee. Seller and Purchaser agree to execute such escrow instructions, consistent with this Agreement, as may be necessary or appropriate to consummate the transactions contemplated in this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any such escrow instructions, the terms of this Agreement shall control. Upon opening of said Escrow, Purchaser shall cause the Deposit to be deposited in said Escrow. Purchaser shall direct the Escrowee to invest the Deposit in accounts or securities permitted by Escrowee at the highest available rate of interest. Said Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into nor in any manner superseded by said Escrow. The parties shall instruct Escrowee to file with the Internal Revenue Service the information return (Form 1099B) required by Section 6045(e) of the Internal Revenue Code and any regulations issued pursuant thereto in connection with the sales proceeds delivered to Seller at the Closing. Seller shall be responsible to give to the Escrowee such information as the Escrowee requires to complete said form.

3.3 Review and Inspection At any time prior to Closing, Purchaser

shall have the right to enter upon the Real Property to inspect the Property and to conduct tests and investigations at its sole cost and expense. In addition, Seller shall allow Purchaser to review all Records. Seller shall cooperate with Purchaser, or its agents, in arranging such inspections and reviews, provided that Purchaser shall give Seller at least twenty four (24) hours prior notice of the need for Seller's cooperation. Purchaser may order an environmental report, at Purchaser's sole cost and expense, to be conducted by an environmental engineering firm selected by Purchaser (the "Environmental Study"). Purchaser may contact governmental bodies and agencies regarding the Property. Purchaser acknowledges that prior to the date of this Agreement, Seller provided Purchaser all the information described on Exhibit C. Within ten (10) days after request therefore by Purchaser, Seller shall, from time to time, update any information previously provided by Seller pursuant hereto. If this Agreement terminates for any reason other than a breach by Seller hereunder, then Purchaser shall promptly return to Seller all materials delivered by Seller to Purchaser and deliver to Seller, without representation or

warranty, express or implied, all non-proprietary studies, tests and reports relating to the physical condition of the Property prepared by third party consultants for Purchaser. The immediately preceding sentence shall survive the termination of this Agreement. All entry onto and inspections of the Real Property shall be subject to the following:

(a) The persons or entities performing work for the Purchaser shall have obtained all required licenses and permits for performing relevant tests on the Real Property prior to performing any tests on the Real Property. Prior to entry onto the Real Property to perform any tests or other due diligence investigations pursuant to this Agreement, each of Purchaser's third party consultants and contractors shall have obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate, covering liability to property or persons for such consultant's or contractor's activities on or about the Real Property, and naming Seller as an additional insured.

(b) Seller shall have the right, at Seller's sole cost and expense, to have one (1) or more representatives of Seller accompany Purchaser and Purchaser's agents, employees, consultants, contractors and representatives (collectively "Purchaser's Representatives") while they are on the Real Property pursuant to this Agreement.

(c) If the Property is damaged in connection with any of Purchaser's activities pursuant to this Agreement, Purchaser, at Purchaser's sole cost and expense, shall immediately repair such damage and restore the Real Property to its condition existing immediately prior to such activities. Until restoration is complete, Purchaser shall take all steps necessary to ensure that any conditions on the Real Property created by Purchaser's activities do not create any dangerous or unhealthy conditions on the Real Property. Purchaser agrees that the activities of Purchaser and Purchaser's Representatives under this Article 3 shall not constitute an interference with or disturbance of Purchaser's rights as tenant under the Leases. The restoration obligation contained in this Section 3.3(c) shall survive the termination of this Agreement.

(d) Purchaser shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold harmless Seller for, from and against any and all claims, damages, liens, judgments, demands, obligations, actions, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, attorneys' fees) ("Claims and Liabilities") to the extent arising out of any entry by Purchaser or Purchaser's Representatives, except that such obligations shall not apply to the extent such Claims and Liabilities arise out of any negligent acts or omissions of Seller or any of Seller's agents, representatives, employees, consultants or contractors. The indemnity, defense and hold harmless obligations contained in this Section 3.3(d) shall survive Close of Escrow or any termination of this Agreement.

ARTICLE 4
COVENANTS, REPRESENTATIONS AND WARRANTIES

4.1 Covenants, Representations and Warranties of Seller To induce

Purchaser to execute, deliver and perform this Agreement, Seller covenants, represents and warrants to Purchaser on and as of the date hereof as follows:

(a) Authority. The Seller has the power and authority to sell,

transfer, convey and deliver the Property to be sold and purchased hereunder, to terminate the Leases, and to enter into the agreements contemplated hereby, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of the Seller are duly authorized to sign same on behalf of the Seller and to bind the Seller.

(b) No Breach. The execution and delivery of this Agreement, the

consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of the Seller or any instrument to which the Seller is a party or by which the Seller or the Property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

(c) Leases. Exhibit F is a complete and correct list of all

leases, tenancies, occupancy licenses and other rights of occupancy or use for all or any portion of the Property (other than subleases or other agreements assigned to Purchaser or to which Purchaser or any affiliate of Purchaser is a party) currently in effect.

(d) Commissions. No brokerage or leasing commission or other

compensation is or will be due or payable to any person, firm, corporation or other entity with respect to or on account of any of the Leases affecting the Real Property (provided, however that the foregoing shall not apply with respect to any breach of the tenant's representations, warranties or other obligations expressly set forth in the Leases or with respect to any such commission or compensation incurred by Purchaser).

(e) Condemnation. Seller has not received written notice of any

pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Real Property, and the Seller has no actual knowledge that any such proceeding is contemplated.

(f) Contracts. To Seller's actual knowledge, attached hereto as

Exhibit G is a complete list of all Contracts currently in effect for the Property. The Seller has no actual knowledge of any defaults under any of such Contracts, and all of such Contracts are in good standing and in full force and effect. The Seller shall, effective as of Closing, terminate all Contracts listed as "Terminated Contracts" on Exhibit G hereto, and the Seller shall pay at or prior to the Closing all amounts which are or may come due under such terminated Contracts.

(g) Employees. The Seller has no employees.

(h) Legal Requirements. The Seller has not received notice of

existing violations of any Legal Requirements by the Property or due to the operation of the Property which remain uncured.

(i) Litigation. The Seller has not received written notice of

any action, suit or proceeding pending, and Seller has no actual knowledge of any threatened against or affecting all or any portion of the Property, or any of the Leases affecting the Real Property, or relating to or arising out of the ownership, management or operation of the Property, in any court or before

or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(j) Value. The Seller has not received notice of any proposed

change in the assessed valuation of all or any portion of the Real Property for real property tax purposes other than the customary reassessments imposed annually pursuant to Laws, provided however that Purchaser is hereby advised that the Real Property will also be subject to reassessment in connection with the Garage or any other work in progress or otherwise completed and not yet reassessed.

(k) Siemens Documents. The Settlement Agreement, the Siemens

Indemnity and the Siemens Guaranty are in good standing and in full force and effect. Seller has delivered to Purchaser true correct and complete copies of the Settlement Agreement, the Siemens Indemnity and Siemens Guaranty. Neither the Settlement Agreement, the Siemens Indemnity nor the Siemens Guaranty has been amended or modified in any way. The Indemnitees have not waived any rights under the Settlement Agreement, the Siemens Indemnity or Siemens Guaranty, and neither Siemens Components, Inc. nor Siemens Corporation has any defense or right to set off against any claim that may be made by any Indemnitee under the Settlement Agreement, the Siemens Indemnity or Siemens Guaranty.

(l) License and Permits. The licenses and permits listed on

Exhibit H are all of the renewable licenses and permits currently held by the Seller in connection with its ownership and operation of the Real Property. The Seller has not received written notice of any intention on the part of the issuing authority to cancel, suspend or modify any of such licenses or permits or any other license or permit issued in connection with the ownership or operation of the Real Property or to take any action or institute any proceedings to effect such a cancellation, suspension or modification. The Seller has not received written notice that it fails to hold any licenses, franchises, certifications, authorizations, approvals or permits required by any governmental or quasi-governmental authority for the use and operation of the Property as the same is presently used and operated or that the operation of such Property fails to comply with any of the licenses and permits. All of the licenses and permits are fully paid for, and the Seller has made, or will make, application for renewals of any such licenses and permits which will expire before the Closing Date.

(m) Exactments/Recapture Agreements. Except as disclosed in any

preliminary title reports, the documents listed on Exhibit J (the "Environmental Reports") hereto or in any other materials delivered by Seller to Barry Popkin, Robert Dmytryk or Peter Ross (collectively, the "Delivered Materials"), the Seller has no actual knowledge of any outstanding obligations in connection with the Land it owns for any exactments. Except as disclosed in the Delivered Materials, the Seller has no actual knowledge of any outstanding obligations in connection with the Land for any so-called "recapture agreement" involving refund for sewer extension, oversizing utility, lighting or like expense or charge for work or services done upon or relating to the Real Property. To the Seller's actual knowledge, no portion of its Property is subject to or is affected by any special assessment or special taxing district, except as disclosed in the Delivered Materials.

(n) Zoning. The Seller has no actual knowledge of any existing,

pending, contemplated, threatened or anticipated (i) change in the zoning classification of the Real Property or (ii) widening, change of grade or limitation on use of streets abutting the Real Property, except as may be disclosed in the Delivered Materials.

(o) Environmental Reports. The Delivered Materials include all

reports currently in the Seller's possession related to whether any Hazardous Materials have been located on the Real Property or have migrated onto the Real Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Real Property.

The term "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; oil and petroleum products and natural gas, natural gas liquids,

liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et seq.; asbestos and asbestos-containing materials, PCBs and other

substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; source material, special nuclear material, by-product material and

any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, 42 U.S.C Section 2011 et seq., or

the Nuclear Waste Policy Act of 1982 , 42 U.S.C 10101 et seq.; chemicals subject

to the OSHA Hazard Communication Standard, 29 C.F.R. { 1910.1200 et seq.; and

industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. The term "Environmental Laws" shall mean and include all federal,

state and local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et

seq., and the Water Quality Act of 1987, 33 U.S.C. Section 1251; the Federal

Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 et seq.; the

Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et

seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the

Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and

Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and

Recovery Act 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and

Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and

Liability Act 42 U.S.C. Section 9601 et seq., as amended by the Superfund

Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act of 1986, 12 U.S.C. Section 1101 et seq., and the Radon Gas and

Indoor Air Quality Research Act of 1986, 42 U.S.C. Section 7401, et seq.; the

Toxic Substances Control Act 15 U.S.C. Section 2601 et seq.; the Atomic Energy

Act of 1954, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of

1982, 42 U.S.C. Section 10101 et seq.; and state and local environmental

statutes and ordinances, with implementing regulations and rules, as any of the foregoing may be amended from time to time.

(p) Documents. The Delivered Materials, together with the JCP

Report referenced in Section 15.15 and the Contracts described on Exhibit G, constitute all of the

documents of the type described in Exhibit C affecting the Property which are currently in the Seller's possession with respect to the Property.

The representations and warranties made by Seller in this Section 4.1 (other than Section 4.1(k)) shall survive the Closing and not be merged therein for a period of one (1) year, and the Seller shall only be liable to Purchaser hereunder for a breach of representation or warranty made herein with respect to which a claim is made by Purchaser against the Seller on or before the first anniversary of the Closing Date. The representations and warranties made by Seller in Section 4.1(k) shall survive the Closing until Seller delivers to Purchaser the New Indemnity (as defined below), the New Guaranty (as defined below) and the Siemens Estoppel (as defined below).

4.2 Covenants, Representations and Warranties of Purchaser. Purchaser

covenants, represents and warrants to Seller as follows:

(a) Authority. Purchaser has the power and authority to purchase

and accept the Property to be sold and purchased hereunder, to terminate the Leases, and to enter into the agreements contemplated hereby, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Purchaser are duly authorized to sign same on behalf of Purchaser and to bind Purchaser.

(b) No Breach. The execution and delivery of this Agreement, the

consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.

ARTICLE 5
MATTERS

5.1 Closing. The closing of the transaction contemplated hereby (the

"Closing") shall take place on October 1, 2001 (the "Closing Date"). The parties will deposit documents and funds into escrow in sufficient time to close on the scheduled Closing Date, but in any event documents shall be deposited at least one (1) business day prior to the scheduled Closing Date. The Closing shall be effected pursuant to the Escrow Instructions.

5.2 [Retained for Numbering Purposes Only]

5.3 Survey, Title Commitment and Searches. Seller shall deliver to

Purchaser the following (hereinafter referred to collectively as the "Title Documents") within ten (10) days after the date hereof, to the extent not already delivery as of the date hereof:

(a) Survey. Five (5) copies of a Plat of Survey of the Property

prepared after the date hereof by a surveyor licensed by the State of California, in conformity with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and ACSM in 1999, meeting the accuracy requirements of an Urban Survey, as defined therein, and including items 1-4 and 6-11 and 13 in Table A contained

therein, and in conformity with such standards as are required by the Title Insurer as a condition to the removal of any general survey exceptions from the Title Commitment (other than those matters that may be shown by the survey), certified to Purchaser and the Title Company.

Purchaser acknowledges having received preliminary title reports ("Title Report") dated as of July 9, 2001 issued by the Escrowee with respect to the Real Property, together with full and legible copies of all documents ("Title Papers") referred to in the Title Report. Purchaser shall arrange for any update thereto and such other information relating to title matters as Purchaser may desire directly with the Escrowee and Title Company.

5.4 Defects.

(a) Seller shall be obligated to remove mortgages, deeds of trust and other monetary liens or encumbrances of a definite and liquidated amount which encumber the Real Property (other than non-delinquent real property taxes and assessments and any encumbrances caused by or through Purchaser, the Purchaser's Representatives, or any tenant or subtenant of the Property) ("Mortgage Liens"), which the parties agree may be removed by the use of the proceeds of sale at Closing. If the proceeds of sale are insufficient to remove all Mortgage Liens, the Seller shall deposit at Closing any additional amount required to remove such Mortgage Liens, and should Seller fail to do so, Purchaser may exercise any remedy available to Purchaser at law or in equity against Seller. If any such Title Defect other than a Mortgage Lien is not cured (or subject to Purchaser's approval (not to be unreasonably withheld), insured over by the Title Company) on or prior to the Closing Date, Purchaser may either: (i) terminate this Agreement, in which event (hereinafter referred to as "Election No. 1") the parties shall have no further Obligation or liability to each other hereunder other than the obligations which are expressly stated herein to survive the termination of this Agreement ("Surviving Obligations") and the interest on the Deposit shall be returned to Purchaser; or (ii) accept title with the Title Defect, without any adjustment to the Purchase Price and without any liability of Seller with respect thereto (hereinafter referred to as "Election No. 2"). Title Defects which are acceptable as part of Election No. 2 shall thereupon be deemed to be Permitted Exceptions.

(b) Purchaser's obligations hereunder shall be contingent on the Title Company being unconditionally committed to issue, at the Closing, (i) an ALTA Owner's Policy of Title Insurance (Form B, rev. 10/17/70) in the amount of the Purchase Price insuring fee simple title to the Real Property in the Purchaser subject only to the Permitted Exceptions and the pre-printed exceptions not removed by extended coverage, and with a Zoning 123.2 endorsement (with parking), an access endorsement, a contiguity endorsement, a restrictions endorsement, and such other endorsements as may be reasonably requested by Purchaser and available in California (the "ALTA Title Policy").

ARTICLE 6
DELIVERIES

6.1 Seller's Deliveries. At least one day prior to the Closing Date,

Seller shall deposit in the Escrow the following:

(a) the Deed executed by the Seller, together with a separate statement regarding documentary transfer tax in the form attached in Exhibit I-1 containing the information requested therein, which separate statement shall not be recorded as a public record in the Official Records, but shall be filed with the County Recorder when the Deed is recorded in the Official Records;

(b) a Bill of Sale in the form attached hereto as Exhibit E executed by the Seller;

(c) the Assignment and Assumption Agreement (the "Assignment") in the form attached hereto as Exhibit L executed by the Seller;

(d) a termination of the Leases in the form attached hereto as Exhibit K (the "Lease Termination") effective as of the Closing Date, executed by the Seller;

(e) originals of certificates of occupancy, licenses, permits, authorizations, consents and approvals required by law and issued by any governmental or quasi-governmental authority having jurisdiction over the Real Property (to the extent in the Seller's possession) and copies of all certificates, if any, issued by the local board of fire underwriters (or other body exercising similar functions) to the extent in the Seller's possession, to the extent not previously delivered to Purchaser;

(f) to the extent in the Seller's possession and not previously delivered to Purchaser, a complete set of as-built architectural and engineering drawings, utilities layout plans, topographical plans and the like used in the construction of the buildings, structures and other improvements on the Real Property;

(g) an original or certified copies of all Contracts then in the Seller's possession, which will be assigned pursuant to the Assignment;

(h) a written certification ("FIRPTA Certificate"), which certification shall be in compliance with the Tax Reform Act of 1984 (the "Act") and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA") and certifying that the Seller is not a person or entity subject to withholding under FIRPTA and the Act, and containing the Seller's tax identification number and address. If Seller does not provide such written certification, Purchaser may withhold at Closing ten percent (10%) of the gross proceeds of the sale of the Property for remittance to the Internal Revenue Service in accordance with the provisions of the Act;

(i) a California 597-W form;

(j) the Building 4 Option executed by Sobrato Construction and the John M. Sobrato 1985 Separate Property Trust;

(k) a certificate remaking and updating through the Closing Date the representations and warranties made in Section 4.1 hereof, or in the event the Seller has knowledge that any such representations and warranties are no longer accurate, describing how they are no longer accurate; and

(l) an Access Agreement (the "Access Agreement") in the form attached hereto as Exhibit N executed by Seller.

6.2 Purchaser's Deliveries. At the Closing, Purchaser shall cause to be delivered to Seller:

- (a) (the Purchase Price required to be paid pursuant to Section 3.1 hereof;
- (b) the Lease Termination executed by Purchaser;
- (c) the Assignment executed by Purchaser;
- (d) the Building 4 Option executed by Purchaser;
- (e) a certificate remaking and updating through the Closing Date the representations and warranties made in Section 4.2 hereof, or in the event the Purchaser has knowledge that any such representations and warranties are no longer accurate, describing how they are no longer accurate; and
- (f) the Access Agreement executed by Purchaser.

6.3 Closing Statement. Not later than five (5) days prior to the Closing Date, Seller and Purchaser shall request of the Escrowee that Escrowee prepare a closing statement showing the funds to be delivered, closing costs and prorations for the transactions contemplated hereby in accordance with the provisions of Article 7 hereof.

6.4 Further Assurances. Each of parties hereto, at the Closing, will execute such additional instruments, documents or certificates as is reasonably required in order to consummate the purchase and sale of the Property pursuant to this Agreement.

6.5 Seller's Post Closing Deliveries After Closing, Seller agrees to exercise best efforts to obtain an indemnification agreement issued by SCI to Purchaser, and to VeriSign, Inc. as tenant of the Property, in the form required by Paragraph 6 of the Settlement Agreement (the "New Indemnity") and a guaranty issued by Siemens to Purchaser, and to VeriSign Inc. as tenant of the Property, in the form required by Paragraph 6 of the Settlement Agreement (the "New Guaranty"). In addition, Seller shall exercise good faith reasonable efforts to obtain an estoppel letter issued by SCI and Siemens in the form attached hereto as Exhibit M or in such other form as is reasonably acceptable to Purchaser which in all material respects addresses the issues in the form attached hereto as Exhibit M (the "Siemens Estoppel"). The provisions of this Section 6.5 shall survive Closing.

ARTICLE 7
APPORTIONMENTS; TAXES; UTILITIES

The following items shall be adjusted and apportioned between Seller and Purchaser as follows:

7.1 Taxes. Except with respect to Building 4 and the Land associated

therewith, there shall be no proration of ad valorem real estate taxes, general and special real property assessments, personal property taxes, charges and assessments ("Taxes") affecting the Property pursuant to this Agreement or under the Leases. The Taxes on Building 4 and the Land associated therewith shall be prorated on a per diem basis as of midnight of the Proration Date, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same, which proration shall also be deemed to satisfy any Taxes proration requirements under the Leases. If any of the same have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor and shall be readjusted immediately when and if final bills are issued, which obligation shall survive Closing and not be merged therein. Such proration shall be calculated based upon the actual number of days in such fiscal year, with Seller being responsible for that portion of such fiscal year occurring prior to midnight of the Proration Date and Purchaser being responsible for that portion of such fiscal year occurring after midnight of the Proration Date.

7.2 Rents. All rents with respect to the Real Property shall be

prorated as of midnight of the Proration Date, such that Seller shall be entitled to rents which are due or past due or not yet due but accrued under the terms of the Leases, prorated to midnight of the Proration Date, regardless of when such payments are actually made and Purchaser shall be entitled to all such rents and other revenues accruing on and after the Closing Date. Any proration of rents between Purchaser and Seller pursuant to this Section shall also be deemed to have satisfied any rent proration requirements of the landlord and tenant under the Leases.

7.3 Security Deposits. All cash security and other deposits of all

tenants under Leases not theretofore applied, shall be delivered by Seller to Purchaser on the Closing Date, or as to such cash deposits, Seller may elect to give Purchaser a credit against the Purchase Price in the amount of such deposits. Any security deposit in the form of a letter of credit shall be delivered to Purchaser immediately following the Closing. Any such delivery or credit of the security and other deposits by Seller shall also be deemed to satisfy any requirement under the Leases for the return of such security and deposits to the tenant under the Leases.

7.4 Contracts. Purchaser shall be entitled to a credit against the

Purchase Price for sums that are due (or accrued) and unpaid as of the Closing Date under any contracts listed on Exhibit G as "Assigned Contracts", and Seller shall be entitled to a credit to the extent that sums have been paid under any such Contracts for services to be performed or goods to be delivered after the Closing Date. In addition, to the extent not already credited pursuant to the prior sentence, Purchaser shall receive a credit for all amounts that are not then currently due or accrued which remain to be paid under the Garage Contract calculated as of the Closing. At Closing, Seller shall at its cost and expense terminate the existing insurance policies affecting the Property, and there shall be no prorations of any amounts related thereto under this Agreement or under the Leases.

7.5 Other Property Operating Expenses. Operating expenses for the

Property shall be prorated as of midnight of the Proration Date. Seller shall pay all utility charges and other operating expenses attributable to the Property to, but not including the Closing Date (except for those utility charges and operating expenses payable by tenants in accordance with the Leases)

and Purchaser shall pay all utility charges and other operating expenses attributable to the Property on or after the Closing Date together with any utility charges and operating expenses payable by tenants in accordance with the Leases (other than real property taxes and assessments and insurance premiums). To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based on the last available reading and post-closing adjustments between Purchaser and Seller shall be made within twenty (20) days of the date that actual consumption for such pre-closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall not assign to Purchaser any deposits which Seller has with any of the utility services or companies servicing the Property, and Seller shall be entitled to the return of such deposits from the utility provided, if any. Purchaser shall arrange with such services and companies to have accounts opened in Purchaser's name beginning at 12:01 a.m. on the Closing Date.

7.6 Insurance Premiums. At Closing, Seller shall cancel the existing insurance policies for the Property. Seller shall pay all insurance premiums owed prior to the Closing Date and there shall be no proration of such items.

7.7 No Credit For Tenant Inducements. Purchaser agrees that there shall be no payment or credit to Purchaser or liability to any tenant for any allowances and other expenditures required to complete tenant improvements or to satisfy other tenant inducements to be provided by the landlord under any Leases.

ARTICLE 8
CONDITIONS TO SELLER'S OBLIGATIONS

8.1 Seller's Conditions Precedent. The obligation of Seller to close the transaction contemplated hereby is, at Seller's option, subject to all representations and warranties of Purchaser contained in this Agreement being true and correct in all material respects at and as of the Closing Date and all covenants of Purchaser to have been performed on or before the Closing Date having been timely and duly performed in all material respects, which conditions are for Seller's benefit only and can be unilaterally waived by Seller.

ARTICLE 9
CONDITIONS TO PURCHASER'S OBLIGATIONS

9.1 Feasibility Contingency. The obligation of Purchaser to close the transaction contemplated hereby is, at the option of Purchaser, subject to Purchaser's being satisfied, in Purchaser's sole and absolute discretion, with the Records, Leases, Contracts and reports for the Property and the results of its physical inspections of the Property, including, but not limited to, environmental and engineering reports, and the availability of financing for the proposed acquisition (the "Feasibility Contingency"). Purchaser shall have through September 30, 2001 (the period from the date hereof through September 30, 2001 being the "Contingency Period") for satisfaction of the Feasibility Contingency. If Purchaser does not terminate this Agreement by written notice to Seller given prior to the expiration of the Contingency Period, Purchaser shall be deemed to have satisfied the Feasibility Contingency, in which event, subject to the terms and conditions hereof, Purchaser shall be obligated to close the transaction contemplated hereby. If Purchaser does terminate this Agreement by written notice to Seller given prior to the

expiration of the Contingency Period, the interest on the Deposit shall forthwith be released to Purchaser from Escrow, the Deposit shall forthwith be released to Seller from Escrow, and, thereupon, this Agreement shall become null and void and neither party shall have any further rights and obligations hereunder, other than the Surviving Obligations.

9.2 Additional Conditions Precedent. The obligation of Purchaser to

close the transaction contemplated hereby is, at Purchaser's option, further subject to all representations and warranties of the Seller contained in this Agreement being true and correct in all material respects at and as of the Closing Date, all covenants of Seller contained in this Agreement to have been performed on or before the Closing Date having been timely and duly performed in all material respects, the Title Company being committed to issue the ALTA Title Policy, and there being no material change in the condition of the Property from the date of the waiver of the Feasibility Condition through the Closing Date (other than changes caused by Purchaser, the Purchaser's Representatives or any tenant or subtenant of Purchaser).

ARTICLE 10
ACTIONS AND OPERATIONS PENDING

10.1 Actions and Operations Pending Closing. Seller agrees that from

the date hereof through the Closing Date:

(a) Except as may be provided to the contrary herein, the Property will continue to be operated and maintained substantially in accordance with the Seller's present standards (except to the extent failure to so maintain such Property is due to the tenant's breach of its obligations under any of the Leases).

(b) the Seller shall perform or cause to be performed all obligations of the landlord under the Leases, all obligations of Seller under the Contracts to which it is a party and all licenses and permits, all obligations of Seller under the Legal Requirements applicable to the Property, and all obligations of the mortgagor under the any mortgage affecting the Property, to and including the Closing Date or termination of this Agreement. From the date hereof to the Closing Date or earlier termination of this Agreement, Seller shall operate and manage the Property in the same manner as it has been operated and managed heretofore, provided that during said period, without the prior written consent of Purchaser (except as indicated below), Seller shall not do, suffer or permit, or agree to do, any of the following:

(i) Enter into any transaction with respect to or affecting the Property out of the ordinary course of business;

(ii) Sell, lease, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; or

(iii) Remove from the Real Property any of the fixtures thereon or any of the Personalty.

(c) Seller will not enter into any new contracts affecting the Property, or cancel, modify or renew any existing Contracts, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Seller shall comply with all applicable terms,

provisions and obligations of Seller contained in the Contracts and any other contractual arrangements referred to in this Agreement applicable to Seller.

(d) Seller shall notify Purchaser promptly if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of Seller contained in Section 4.1 untrue in any material respect.

(e) Seller will maintain in effect all policies of casualty and liability insurance, or similar policies of insurance, with the same limits of coverage which they now carry with respect to the Property.

ARTICLE 11
DAMAGE OR DESTRUCTION; CONDEMNATION; INSURANCE

11.1 Termination of Agreement. If at any time after the date hereof and prior to the date of Closing, (i) all or any material portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever or (ii) if any proceeding relating to the proposed taking of all or any material portion of the Property by condemnation or eminent domain is instituted or threatened by any public authority, then, at the option of Purchaser, this Agreement shall terminate and shall be cancelled with no further liability of either party to the other, other than the Surviving Obligations. Seller shall give Purchaser written notice of any such casualty or instituted or threatened proceeding within three (3) days after Seller becomes aware of the occurrence thereof.

11.2 No Termination of Agreement. If there is any partial or total damage or destruction or condemnation or taking, as above set forth, and if Purchaser elects not to terminate this Agreement as herein provided, then in any such case all condemnation and insurance proceeds paid or payable to the Company or Seller as a result thereof shall belong to Purchaser at the Closing and shall be paid over and assigned to Purchaser at Closing, and Seller shall further execute all assignments and any other documents or other instruments as Purchaser may reasonably request or as may be necessary to transfer all interest in all such proceeds to Purchaser or to whomever Purchaser shall direct.

ARTICLE 12
LIABILITIES, ASSIGNMENT AND ASSUMPTION OF CERTAIN CONTRACT OBLIGATIONS

12.1 No Liability of Purchaser. Except as expressly provided herein, Purchaser shall not assume or take subject to any liabilities or obligations of the Property or Seller existing or accrued as of the date of Closing, and Seller shall pay the same as they mature and shall hold Purchaser harmless with respect to all thereof. Liabilities and obligations of the Property accruing after the date of Closing shall be the responsibility of Purchaser or the Property, as the case may be.

12.2 Assumption of Liabilities by Purchaser. Subject to the terms and conditions of this Agreement, Seller will assign to Purchaser all of its right, title and interest in and to the Contracts listed as "Assigned Contracts" on Exhibit G hereto, and Purchaser will assume and

agree to perform Seller's duties and obligations thereunder accruing on and after the date of Closing, pursuant to the Assignment.

ARTICLE 13
[Retained for Numbering Purposes Only]

ARTICLE 14
NOTICES

14.1 Notices. Except as otherwise provided in this Agreement, all

notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

If intended for Seller, to: Ellis-Middlefield Business Park
10600 North De Anza Boulevard, Suite 200
Cupertino, California 95014
Attention: John M. Sobrato

Copies to: Berliner Cohen
Ten Almaden Boulevard
11/th/ Floor
San Jose, California 95113-2233
Attention: Kathy Siple

If intended for Purchaser, to: VeriSign, Inc.
487 East Middlefield Road
Mountain View, California 94043-4047
Attention: Rick Walsh

with copies to: VeriSign Inc.
21355 Ridgetop Circle
Dulles, Virginia 20166-6503
Attention: Henry F. White, III

and: VeriSign Inc.
487 East Middlefield Road
Mountain View, California 94043-4047
Attention: James Ulam, Esq.
Senior Vice President,
General Counsel

and: Jones Lang LaSalle Americas, Inc.
8484 Westpark Drive, Suite 710
McLean, Virginia 22102
Attention: Kenneth W. Rudy

and: Piper Marbury Rudnick & Wolfe, LLP
1200 Nineteenth Street, NW
Washington, D.C. 20036-2412
Attention: Jeffrey R. Keitelman

Notice mailed by registered or certified mail shall be deemed received by the addressee three (3) days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice mailed by overnight express courier shall be deemed received by the addressee one (1) business day after mailing thereof. Either party at any time may change the address for notice to such party by mailing, sending or delivering a Notice as aforesaid.

ARTICLE 15
MISCELLANEOUS

15.1 Expenses. All costs associated with the transfer of title to the

Property and the associated escrow shall be in accordance with the customary practices in Santa Clara County, California except as otherwise expressly set forth herein. Seller shall pay one-half (1/2) of the escrow fees, one-half (1/2) of the applicable city transfer taxes, all of the documentary county transfer taxes, all of the recording costs necessary to remove monetary liens which the Seller is required or elects to remove pursuant to this Agreement, and the portion of the premium charged by the Title Company for the ALTA Title Policy which is attributable to basic CLTA coverage (including for those endorsements required by the Title Company to be obtained in order to cause the removal from title of objectionable title matters which Seller is required to remove in accordance with the provisions of Section 5.3 above) . Purchaser shall pay one-half (1/2) of the escrow fees, one-half (1/2) of the applicable city transfer taxes, all costs associated with Purchaser's financing, all of the recording costs with respect to the Deed, and the entire portion ALTA Title Policy not required to be paid by Seller (including endorsements). The fees and expenses of Seller's designated representatives, accountants and attorneys shall be borne by Seller, and the fees and expenses of Purchaser's designated representatives, accountants and attorneys shall be borne by Purchaser. The provisions of this Section 15.1 shall survive Closing.

15.2 Brokerage. Seller and Purchaser each hereby represent and warrant

to the other that with the exception of Jones Lang LaSalle Americas, Inc., to whom Purchaser shall pay all commissions due, neither has dealt with any broker or finder in connection with the transaction contemplated hereby, and each hereby agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, liabilities, loss, damage, attorneys' fees and expenses, incurred by the other party and arising out of, or resulting from, any claim by any such broker or finder in contravention of the representing party's representation and warranty herein contained. The parties' obligations hereunder shall survive the termination of this Agreement.

15.3 Books and Records. Seller covenants and agrees that the Records

will remain at Seller's offices, located within Santa Clara County, California, for examination and audit by Purchaser and its agents for a period of five (5) years after the Closing. The provisions of this Section 15.3 shall survive Closing.

15.4 Seller Default. If this Agreement is terminated by a default of

Seller, the interest on the Deposit shall be promptly released to Purchaser, the Deposit shall be promptly released to Seller, and Purchaser shall be entitled to pursue against Seller any and all remedies available to Purchaser, at law or in equity, including, but not limited to, specific performance. The provisions of this Section 15.4 shall survive termination of this Agreement.

15.5 Liquidated Damages. IN THE EVENT PURCHASER FAILS TO COMPLETE THE

PURCHASE OF THE PROPERTY AS CONTEMPLATED HEREIN DUE TO THE DEFAULT BY PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT IN FAVOR OF PURCHASER) TO PERFORM ITS OBLIGATIONS HEREUNDER AND SELLER IS READY, WILLING AND ABLE TO CONSUMMATE THE SALE CONTEMPLATED HEREIN, PURCHASER AND SELLER HEREBY AGREE THAT THE DEPOSIT (TO THE EXTENT MADE) SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. SUBJECT TO THIS SECTION BELOW, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT HEREUNDER BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, SUBJECT TO THIS SECTION BELOW, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSIT (TO THE EXTENT MADE) HAS BEEN AGREED UPON, AFTER NEGOTIATION AND TAKING INTO CONSIDERATION ALL CIRCUMSTANCES EXISTING AS OF THE AGREEMENT DATE, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AS WELL AS THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT COULD BE ANTICIPATED AND, SUBJECT TO THIS SECTION BELOW, SUCH SUM SHALL BE PAID TO AND RETAINED BY SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST PURCHASER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT BY PURCHASER IN PURCHASING THE PROPERTY UNDER THIS AGREEMENT ON THE PART OF PURCHASER. NOTWITHSTANDING THE FOREGOING, THE SURVIVING OBLIGATIONS (AS DEFINED IN THIS AGREEMENT) SHALL NOT BE LIMITED, IMPAIRED OR OTHERWISE AFFECTED BY ANY TERMINATION OF THIS AGREEMENT OR ANY LIQUIDATED DAMAGES RECEIVED BY SELLER PURSUANT TO THIS SECTION AS A RESULT OF PURCHASER'S DEFAULT. AS TO THE SURVIVING OBLIGATIONS, SELLER SHALL RETAIN THE RIGHT TO SEEK AND OBTAIN ANY AND ALL ADDITIONAL REMEDIES AVAILABLE AT LAW AND IN EQUITY AND SHALL NOT BE LIMITED OR AFFECTED BY THE LIQUIDATED DAMAGES PAID TO AND RETAINED BY SELLER PURSUANT TO THIS SECTION. IN PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS

LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

15.6 Survival. Subject to the limitations specified in Section 4.1

hereof, the representations, warranties, indemnification, defense and hold harmless obligations and the post Closing obligations of Seller and Purchaser contained or in the documents to be delivered at the Closing herein shall survive the Closing.

15.7 Construction. This Agreement shall not be construed more strictly

against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

15.8 Confidential Information. Seller and Purchaser acknowledge that

the economic terms of the transaction described herein are of confidential nature and shall not be disclosed except to consultants, lenders, attorneys, advisors and affiliates, or as required by law or regulation of any governmental authority or self regulatory organization (i.e., NYSE, NASD), or as reasonably necessary to consummate the transaction. Neither Seller nor Purchaser will make any public disclosure of the economic terms of this Agreement, except as provided in this paragraph. In connection with the preparation for the consummation of the transactions contemplated thereby, each party acknowledges that it will have access to confidential information relating to the other party. Each party shall treat such information as confidential, preserve the confidentiality thereof, not duplicate or use such information, except to advisors, attorneys, consultants, lenders and affiliates in connection with the transactions contemplated hereby, or in connection with any litigation involving Seller and Purchaser or related to the Property, or as required by law or regulation of any governmental authority or self-regulatory organization or as reasonably necessary to consummate the transaction. Seller acknowledges and agrees that any press release will be made only in a form approved in advance by Purchaser and Seller. The provisions of this Section 15.8 shall survive Closing.

15.9 General. This Agreement may be executed in any number of

counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. This Agreement (including all Exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, if any, with respect thereto (including without limitation that certain letter signed by Purchaser and Seller dated August 10, 2001) and may not be amended, supplemented or terminated, nor shall any Obligation hereunder or condition hereof be deemed waived, except by a written instrument to such effect signed by the party to be charged or as otherwise expressly provided herein. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto and their permitted successors and assigns. Captions used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement. If Seller is comprised of more than one person or entity, the obligations of each such person or entity shall be independent of the other person or entity comprising Seller, such that one person

or entity comprising Seller shall not be liable for the breach of the other person or entity's obligations hereunder.

15.10 Headings. The headings preceding the text of the paragraphs and

subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

15.11 Governing Law; Parties at Interest. This Agreement will be

governed by the law of the State of California, and will bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and personal representatives. Neither Seller nor Purchaser shall assign any of its rights or obligations pursuant to this Agreement without the consent of the other; provided, however, that (i) Seller shall be permitted to assign its rights and obligations hereunder to an entity affiliated with Seller or in connection with any like-kind exchange referenced in Section 15.16 below, and (ii) Purchaser shall be permitted to assign its rights and obligations hereunder to an affiliate of Purchaser or to an entity established to facilitate a sale-leaseback, synthetic lease or other off-balance sheet financing. Any such assignment by Seller shall not relieve Seller from its liability under this Agreement. Any such assignment by Purchaser shall not relieve Purchaser from its liability under this Agreement for matters accruing prior to the assignment, and, unless such assignment is made at Closing, until Closing, Purchaser shall remain jointly and severally liable with the assignee for matters accruing after the Assignment. If the Assignment is made at Closing, Purchaser shall have no liability under this Agreement for matters accruing after the Assignment.

15.12 Computation of Time. In computing any period of time pursuant to

this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

15.13 [Retained for Numbering Purposes Only.]

15.14 Time of the Essence. All times, wherever specified herein for the

performance by Seller or Purchaser of their respective obligations hereunder, are of the essence of this Agreement.

15.15 As-Is and Release. Except as otherwise specifically represented

by Seller in this Agreement, Purchaser acknowledges and agrees that the Property is to be purchased, conveyed and accepted by Purchaser in its present condition, "AS-IS, WHERE-IS, WITH ALL FAULTS", without representation or warranty of any kind, express or implied, and that no patent or latent defect in the condition of the Property, whether or not known or discovered, shall give rise to any claim or cause of action by Purchaser against Seller. Purchaser acknowledges and agrees that prior to the end of the Contingency Period, Purchaser and its representatives will have been afforded sufficient opportunity to make and complete such review of the documents received in connection with the Property and inspections of the Property and matters related thereto, and to investigate any land use or other governmental issues affecting the Property as Purchaser and its representatives desire and, except as otherwise expressly provided herein, Purchaser shall accept the Property upon the basis of its review and determinations. Except as otherwise expressly

provided herein, Purchaser acknowledges that the Property has been leased or otherwise used from time to time for various industrial/commercial purposes, and has been in the past and is currently subject to a number of environmental concerns. Purchaser further acknowledges that prior to the end of the Contingency Period it will have been given the opportunity to review and be knowledgeable of the matters described in the materials provided by Seller and that Purchaser will acquire the Property subject to all matters described in such materials. Purchaser acknowledges that the materials provided by Seller do not constitute all materials ever received by Seller with respect to the Property, and specifically, without limiting the foregoing, that over the years Seller has received significantly more reports and other information relating to the environmental condition of the Property which are no longer in Seller's possession. Purchaser therefore agrees to rely on the investigations of its environmental and other consultants in ascertaining the present condition of the Property. Purchaser acknowledges that some or all of the materials provided by Seller may have been obtained from previous owners or users of the Property or other sources and Seller makes no representation or warranty as to the reputation or reliability of the persons or entities preparing the materials. Notwithstanding that Seller has made materials available for Purchaser's review, Purchaser will make its own investigation relative to the Property and will rely on its own investigation in determining the suitability of the Property for its use. Without limiting the foregoing, Purchaser shall be responsible for confirming the accuracy of title materials provided by Seller, and for obtaining from the City of Mountain View confirmation of the existence and extent of any City development, zoning or land use approvals. Purchaser acknowledges receipt of the three reports prepared by JCP Geoplogists ("JCP") dated August 28, 2001, relating to the location of the Real Property within any natural hazard disclosure zone (the "Natural Hazard Disclosure Reports"). Purchaser acknowledges that it will prior to Closing conduct and rely its own independent investigations as to whether the Property is located within any natural hazard disclosure zone and that Seller makes no representations or warranties and shall have no liability in connection with such matters, notwithstanding any terms or conditions contained in the Natural Hazard Disclosure Reports.

Purchaser, on behalf of Purchaser and its officers, directors, members, employees, agents, shareholders, heirs, executors, administrators, successors and assigns, does hereby waive, release and forever discharge Seller and its officers, directors, members, partners, employees, agents, heirs, executors, administrators, successors and assigns from any and all claims, actions causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable ("Claims"), which Purchaser may have at Closing or which may arise in the future on account of or in any way arising out of or connected with the Property (except for breach of Seller's express representations made in this Agreement), including without limitation: (i) the physical condition, nature or quality of the Property (including the soils and groundwater on and under the Property); and (ii) the presence or release in, under, on or about the Property (including the soils and groundwater on and under the Property) of any Hazardous Materials. Purchaser, on behalf of Purchaser and its officers, directors, members, employees, agents, shareholders, heirs, executors, administrators, successors and assigns, hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release,

which if known by him must have materially affected his settlement with the debtor.

Purchaser's Initials: _____

Notwithstanding anything to the contrary contained herein, the foregoing release shall specifically exclude any Claim which Purchaser may allegedly have against Seller (i) resulting from fraud on the part of the Seller, or (ii) with respect to the Surviving Obligations under this Agreement or any obligation of Seller pursuant to the Assignment delivered to Purchaser at Closing, or (iii) for any tort claims of third parties unrelated to Purchaser or any subsequent owner of the Property from any acts or negligent omissions of Seller for which Purchaser would not be liable under any Lease and not relating to Hazardous Materials, or (iv) any remediation costs or third party tort claims (excluding tort claims in proceedings initiated by entities which Purchaser controls, is controlled by, or is under common control with) arising out of the presence or release of Hazardous Materials for which the owner or operator of the Property from time to time has or may have liability under the 106 Order (as defined in the Settlement Agreement), as amended from time to time, or under any other administrative or judicial order issued from time to time with respect to the Contamination (as defined in the Settlement Agreement) or otherwise arising from or relating to Hazardous Materials contaminating the MEW Site (as defined in the 106 Order) at the time of execution of the Settlement Agreement, to the extent that such liability is not required by the terms of the Settlement Agreement, Siemens Indemnity, Siemens Guaranty, New Indemnity and New Guaranty to be fully performed and discharged by SCI or Siemens to and for the direct benefit of Purchaser pursuant to the Settlement Agreement (as assigned by Seller to Purchaser), the Siemens Indemnity, the Siemens Guaranty, the New Indemnity, or the New Guaranty. As to (iv) immediately above, Seller shall not have any liability for costs incurred as a result of SCI's or Siemens' bankruptcy, insolvency or breach of their obligation under the Settlement Agreement, Siemens Indemnity, Siemens Guaranty, New Indemnity or New Guaranty.

15.16 Like-Kind Exchange. Purchaser agrees to cooperate reasonably

with Seller in effecting one or more exchange transactions which includes the Property or any portion thereof, pursuant to Section 1031 of the United States Internal Revenue Code, provided that any such exchange transactions, and the related documentation, shall: (a) be at the sole cost and expense of Seller (other than costs and expenses incurred in connection with any review by Seller's attorneys or other consultants), (b) not require Purchaser to execute any contract, make any commitment, or incur any obligations, contingent or otherwise, to third parties, (c) not cause Purchaser to be liable or potentially liable for any environmental conditions affecting property other than the Property, (d) not delay the closing of the transaction, (e) not include Purchaser's acquiring title to any property other than the Property or otherwise becoming involved in a transaction with a third party, and (f) not excuse Seller from any of its obligations under this Agreement, (g) not otherwise be contrary to or inconsistent with the terms of this Agreement. Seller acknowledges that it is not relying on any representation of Purchaser or its counsel with respect to the tax treatment of Seller or any other aspect of the exchange.

15.17 [Retained for Numbering Purposes Only.]

15.18 Attorneys' Fees. If any legal proceeding is brought or

undertaken to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. The provisions of this Section shall survive the Close of Escrow or the termination of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

SELLER:

ELLIS-MIDDLEFIELD BUSINESS PARK, a
California limited partnership

By: THE 1979 JAS TRUST
Its: sole general partner

By: _____
JOHN MICHAEL SOBRATO, Trustee

PURCHASER:

VERISIGN, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

JOINDER

The 1979 JAS Trust hereby joins in the foregoing Agreement for the purpose of agreeing to be jointly and severally liable with Seller for all post-closing liability of Seller under this Agreement for which a claim is made (a) under Section 4.1(k) prior to the expiration of the survival period for Section 4.1(k) and (b) under any other Section of this Agreement, prior to the first anniversary of the Closing Date; provided, however, that the 1979 JAS Trust shall not have any liability pursuant to this Joinder if the aggregate net worth of Seller does not fall below fifty percent (50%) of the net proceeds from the closing of the transactions contemplated hereby (a) with respect to a claim under Section 4.1(k), prior to the satisfaction of any such claim made prior to the expiration of the survival period for Section 4.1(k), and (b) for claims under any other Section of this Agreement, prior to satisfaction of any such claims made prior to the first anniversary of the Closing Date.

THE 1979 JAS TRUST
Its: sole general partner

By: _____
JOHN MICHAEL SOBRATO, Trustee

EXHIBIT A

LAND LEGAL DESCRIPTION

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, described as follows:

Parcels A, B, and C, of Parcel Map recorded in Book 314 of Maps, Page 14, pursuant to the Lot Line Adjustment, recorded September 15, 1988 in Book K 681, Page 1392 and Book K 681, Page 1396 of Official Records.

EXCEPTING THEREFROM all that portion of land granted the Santa Clara County Transit District by deed filed for record in the office of the Recorder of the County of Santa Clara on June 5, 1997 under Recorder's Series No. 13728710, Official Records, and being more particularly described as follows:

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, and being a portion of Parcel C as shown on that certain Parcel Map recorded in Book 314 of Maps, at Page 14, Records of Santa Clara County and being described as follows:

BEGINNING at the most Easterly corner of said Parcel C, said point also being on a non-tangent curve to the right (concave to the Northwest) the center of which bears N 66(degrees) 57' 42" W, 548.11 feet;

Thence along the arc of said curve, and along the Southeasterly line of said Parcel C, through a central angle of 12(degrees) 16' 03", for an arc length of 117.35 feet to a point on a non-tangent curve to the left (concave to the Northwest) the center of which bears N 56(degrees) 02' 06" W, 560.00 feet;

Thence departing said Southeasterly line along the arc of said curve through a central angle of 12(degrees) 05' 27", for an arc length of 118.17 feet to a point on the Northeasterly line of said Parcel C, said point being on a non-tangent curve to the right (concave to the Southwest) the center of which bears S 46(degrees) 17' 13" W, 1,450.00 feet;

Thence along said Northeasterly line and along the arc of said curve through a central angle of 00(degrees) 06' 24", for an arc length of 2.70 feet to the point of beginning.

ARB No: 159-40-048; 049; 050
APN No: 160-52-016; 17; 20

EXHIBIT B

PERMITTED EXCEPTIONS

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2001-2002, a lien, not yet due or payable.

1st Installment \$14,055.22 Open
2nd Installment \$14,055.22 Open
Assessor's Parcel No. 160-52-016 Code Area 05-001
Land \$992,521.00 IMP \$1,412,994.00 PP NONE Exemp NONE
(Affects Parcel A)

2. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2001-2002, a lien, not yet due or payable.

1st Installment \$90,091.69 Open
2nd Installment \$90,091.69 Open
Assessor's Parcel No. 160-52-017 Code Area 05-001
Land \$2,533,084.00 IMP \$13,453,247.00 PP NONE Exemp NONE
(Affects Parcel B)

3. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2001-2002, a lien, not yet due or payable.

1st Installment \$15,088.43 Open
2nd Installment \$15,088.43 Open
Assessor's Parcel No. 160-52-020 Code Area 05-001
Land \$990,786.00 IMP \$1,595,548.00 PP NONE Exemp NONE
(Affects Parcel C)

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) to the Revenue and Taxation Code of the State of California.

No such supplemental taxes are currently due and payable.

5. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: Pacific Gas and Electric Company, a corporation
For: The right and privilege of erecting, maintaining and using, for the transmission and distribution of electricity and for all purposes connected therewith, a single line of Poles and wires suspended thereon and all necessary and property guys,

cross-arms and braces and other fixtures for use in connection therewith, and also a right of way along said line of poles, together with the right of ingress thereto and egress therefrom

Recorded: April 22, 1931 in Book 562, Page 524, Official Records
Affects: The Southwesterly 25 feet of Parcel A and the Southwesterly portion of Parcel B

6. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: City of Mountain View
Recorded: January 29, 1960 in Book 4675, Page 157, Official Records

(A) For: Installation and Maintenance of Overhead and Underground Electrical and Telephone Wires together with Wire Clearance and Ingress and Egress thereto
Affects: Southwesterly 15 feet of Parcels A, B and C

(B) For: Anchor Easement
Affects: A 2' x 30' strip situated in the most Westerly portion of Parcel B

7. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: Pacific Bell
For: Underground communication facilities
Recorded: August 8, 1988 in Book K 633, Page 42, Official Records
Affects: as follows:

A portion of Parcel "B" as said Parcel is shown on that certain Parcel Map recorded in Book 314 of Maps at page 14, in the Office of the Recorder of Santa Clara County, said portion being more particularly described as follows:

A strip of land five (5) feet in width, lying two and one-half (2.5) feet on each side of the facilities initially placed.

8. An unrecorded Lease, affecting the premises herein stated, executed by and between the parties named herein, for the terms and upon the terms, covenants, and conditions therein provided,

Dated: April 28, 1995
Lessor: Ellis-Middlefield Business Park, a California limited partnership
Lessee: Netscape Communications Corporation, a Delaware corporation

Disclosed by: Subordination, Non-Disturbance and Attornment Agreement
Recorded: July 19, 1995 in Book N 924, Page 1709, Official Records
Affects: said land

9. An unrecorded Lease, affecting the premises herein stated, executed by and between the parties named herein, for the terms and upon the terms, covenants, and conditions therein provided,

Dated: October 14, 1994
Lessor: Ellis-Middlefield Business Park, a California limited partnership
Lessee: Netscape Communications Corporation, a Delaware corporation, formerly known as Mosaic Communications Corporation
Disclosed by: Subordination, Non-Disturbance and Attornment Agreement
Recorded: July 19, 1995 in Book N 924, Page 1720, Official Records
Affects: said land

10. An easement affecting the portion of said land and for the purpose stated herein and incidental purposes,

In Favor Of: Pacific Bell, a California corporation
For: to construct and maintain communication facilities (including-ingress thereto and egress therefrom)
Recorded: July 7, 1999 under Recorder's Series No. 14885523, Official Records
Affects: as follows

A portion of Parcel "B" as shown on the Parcel Map filed December 21, 1972 in Book 314 of Parcel Maps at page 14, Santa Clara County Records, described as follows:

Commencing at the Southeast comer of said Parcel "B"; thence along the South line of said Parcel "B" North 38(degrees) 12' 25" West, 79.76 feet; thence leaving said South line of Parcel "B" North 51(degrees) 47' 35" East, 10.00 feet to the point of beginning; thence continuing North 51(degrees) 47'35" East, 20.00 feet; thence North 38(degrees) 12' 25" West, 35.00 feet; thence South 51(degrees) 47' 35" West, 20.00 feet; thence South 38(degrees) 12' 25" East, 35.00 feet to the point of beginning.

11. Any rights, interests, or claims that may exist or arise by reason of the following facts as shown on an ALTA/ACSM LAND TITLE SURVEY prepared by Kier & Wright Civil Engineers & Surveyors, Inc. prepared for Sobrato Development Company Job No. 85115-5 dated September 4, 2001:

The fact that parking spaces and curbs and gutters are located on the easement recorded April 22, 1931 in Book 562, Page 524, Official Records as shown on said survey.

The fact that parking spaces, curbs and gutters, and a portion of an equipment area are located on the easement recorded January 29, 1960 in Book 4675 Page 157, Official Records as shown on said survey.

The fact that curbs are located on the easement recorded July 7, 1999 under Recorder's Series No. 14885523, Official Records.

The fact that the easement recorded August 8, 1988 in Book K633 Page 42, Official Records is not shown on said survey.

12. Matters caused by Purchaser, Purchaser's Representatives or any subtenant of Purchaser.
13. The Access Agreement.

EXHIBIT C

SUBMISSION MATTERS

A. Copies of all lease agreements in effect as of the date of the Contract (other than those naming Purchaser or an affiliate of Purchaser as the tenant, or any subleases or other agreements to which Purchaser or an affiliate of Purchaser is a party), if any.

B. A complete list of all contracts (other than leases) in effect as of the date of the Contract and complete copies of all such contracts, other than contracts to which Purchaser or an affiliate of Purchaser is a party.

C. A schedule setting forth the type and amounts of insurance coverage maintained by the Seller with respect to the Property as of the date of the Contract and complete copies of all such insurance policies.

D. If or to the extent in the Seller's possession or reasonably available to the Seller:

- (i) Copies of complete sets of all architectural, mechanical, structural and/or electrical plans and specification used in connection with the construction of or alterations or repairs to the Property together with copies of as-built plans and specifications for the Property.
- (ii) Copies of all soil tests, structural engineering tests, masonry tests, percolation tests, water, oil, gas, mineral, radon, formaldehyde, PCB or other environmental tests, audits or reports, market studies and site plans related to the Property.
- (iii) Parking, structural, mechanical or other engineering reports or studies related to the Property, if any.
- (iv) Copies of the most current ALTA surveys of all or any portion of the Property.
- (v) Copies of all authorizations, including, without limitation, all certificates of occupancy, permits, authorizations, approvals and licenses issued by Governmental Authorities having jurisdiction over the Property and copies of all certificates issued by the local board of fire underwriters or other body exercising similar functions) relating to the Property.
- (vi) Financial and operating statements for the Property for the previous three (3) calendar years and the year to date.
- (vii) Copies of receipts for all ad valorem taxes and special assessments assessed against the Property for the current calendar year and prior three (3) calendar years, statements for utilities payable for the current calendar year and prior three calendar years, statements for utilities payable for the

current calendar year and prior three calendar years, and any information regarding current renditions or assessments on the Property or notices relative to change in valuation for ad valorem taxes.

(viii) Copies of all warranties.

EXHIBIT D

BUILDING 4 OPTION

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is entered into as of the 1st day of October, 2001 by and among SOBRATO CONSTRUCTION CORPORATION, a California corporation ("Sobrato Construction"), and EMBP 455, L. L. C., a California limited liability company ("Owner").

R E C I T A L S:

P. VeriSign, Inc., a Delaware corporation ("VeriSign") and Ellis-Middlefield Business Park, a California limited partnership ("EMBP"), entered into that certain Agreement to Purchase Buildings dated as of the 28th day of September, 2001 ("Purchase Agreement"), pursuant to which VeriSign agreed to purchase and EMBP agreed to sell certain real property located in Mountain View, California and the personal property related thereto, as more specifically described in the Purchase Agreement ("Property").

Q. VeriSign assigned its interests under the Purchase Agreement to Owner.

R. Sobrato Construction is an affiliate of EMBP.

S. Owner desires to have the option to have Sobrato Construction construct a four-story, approximately 102,000 square foot building ("Building 4") on land located at 575 East Middlefield Road, Mountain View, California ("575 Property"), which is a portion of the Property, in accordance with the Standard Form of Agreements between Owner and Design/Builder (Parts One and Two) attached hereto as Exhibit "A" ("Construction Contract").

T. To induce Owner to consummate the transaction contemplated by the Purchase Agreement, Sobrato Construction agrees to enter into this Agreement.

A G R E E M E N T S

NOW THEREFORE, for and in consideration of the recitals set forth above, ten dollars (\$10), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals Incorporated; Certain Defined Terms. The recitals set forth

above are incorporated into this Agreement and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Construction Option.

a. Owner shall have the option to have Sobrato Construction construct Building 4 on the 575 Property (the "Option") on the terms and conditions set forth herein and in accordance with the Construction Contract. The Option shall be exercisable from and after the date of Substantial Completion of the parking garage serving 455, 487,

501 and 575 East Middlefield Road, Mountain View, California (the "Garage") to and including February 1, 2005 (the "Option Period"), provided that, if the Option is exercised after March 5, 2003, all approvals necessary for the construction of Building 4 have been obtained by Design/Builder at the time of exercise and will not expire before commencement of construction. Such Option may be exercised at any time during the Option Period by Owner's giving Sobrato Construction written notice of Owner's exercise thereof (the "Notice of Exercise") which Notice of Exercise shall be accompanied by four (4) copies of the Construction Contract each dated as of the date of the Notice of Exercise and executed by Owner. Time shall be of the essence as to Owner's obligation to deliver any such Notice of Exercise during the Option Period. If Owner fails to deliver the Notice of Exercise and the four (4) executed copies of the Construction Contract to Owner prior to expiration of the Option Period, Owner's rights under this Agreement, with the exception of the Owner's right to use the plans and specifications as set forth in paragraph 2 (h), shall terminate and be of no further force and effect.

b. Provided Owner has timely exercised its Option, within five (5) days after Sobrato Construction's receipt of a Notice of Exercise, Sobrato Construction shall return to Owner two (2) of the four (4) copies of the Construction Contract that Owner delivered to Sobrato Construction with the Notice of Exercise, executed by Sobrato Construction and the John Michael Sobrato 1985 Separate Property Trust.

c. If Owner timely exercises the Option: (a) Owner shall compensate Sobrato Construction for performance of the Work (as used in this Agreement, the term "Work" shall have the meaning ascribed to such term in the Construction Contract) in the amount and manner provided in the Construction Contract; and (b) Sobrato Construction shall complete the Work in accordance with the terms of the Construction Contract.

d. Performance of the Work shall be completed within one (1) year after the Date of Commencement. (As used in this Agreement, the term "Date of Commencement" shall have the meaning ascribed to such term in the Construction Contract.)

e. Sobrato Construction has the responsibility for ensuring that the Work is performed in accordance with all applicable laws, codes and regulations. Said responsibility includes assisting Owner in obtaining and maintaining all necessary governmental authorizations necessary to construct Building 4, including but not limited to preparing and processing applications for building permits and zoning approvals. If any required governmental approval will expire prior to commencement of construction, then at least ninety (90) days prior to such expiration, Sobrato Construction shall prepare and process all documentation necessary to renew such approval. Owner shall thoroughly and promptly provide all information and execute all documentation necessary to obtain such governmental authorizations and renewals within seven (7) days after receipt of written request therefor from Sobrato Construction. Any cost thereof incurred prior to the execution of the Construction Contract shall be borne by the parties in the manner described in the Construction Contract, and to the extent any fees payable to the governmental authority in connection with such authorizations and renewals are to

be borne by Owner, Owner shall submit such payment to Sobrato Construction in sufficient time to allow Sobrato Construction to pay such fee to the governmental authority on or prior to the due date thereof.

f. An index of plans and specifications for the core and shell of Building 4 is attached as Exhibit B. The "Core" work is all work reflected in the plans and specifications listed in Exhibit B typically associated in the industry with an office building core, including elevators, restrooms, fire sprinklers, HVAC and electrical systems distributed to each floor, exiting stair finishes, and a finished building lobby. The "Shell" work is all work reflected in the plans and specifications in Exhibit B that is not part of the Core work, including but not limited to site work, foundation, structural framework, exterior wall system, roof and landscaping. Within thirty (30) days after execution of this Agreement, the parties shall append a new Exhibit B hereto, which shall more clearly delineate between Core and Shell work. The Work includes only the Shell of Building 4. At Owner's option (not to be exercised more than twice during the Option Period), Sobrato Construction shall, within thirty (30) days after receipt of written request therefor, submit to Owner a bid to construct the Core of Building 4 which bid shall include competitive bids from at least three (3) subcontractors for each aspect of the Core work in excess of Fifty Thousand and No Hundredths Dollars (\$50,000.00). The lowest qualified bidder for each aspect of the work shall be the subcontractor selected to perform that work, subject to Owner's approval. Within sixty (60) days after submittal of the bid for the Core work to Owner, Owner may elect, in its sole discretion, by delivery of written notice to Sobrato Construction, to increase the scope of the Work to include the Core work. If Owner does not deliver written notice of its election to increase the scope of the work to include the Core work within this sixty- (60-) day period, the bid shall no longer be effective and the Owner can no longer accept that bid. If Owner timely elects to increase the scope of the Work to include the Core work and delivers the Notice of Exercise, Owner and Sobrato Construction shall promptly execute a written Change Order for the Core Work, which shall provide for the increase in the Contract Price by the amount of Sobrato Construction's submitted bid (which bid, if Owner approves a subcontractor bid that is not the lowest bid, shall be increased by the increased cost resulting from the selection of a higher bid) plus seven percent (7%) of cost of the Core work for overhead, profit, supervision and general conditions, and for the extension of the time for completion of the Shell and Core work to fourteen (14) months after the Date of Commencement.

g. Any changes to the Work prior to delivery of the Notice of Exercise during the Option Period--including but not limited to adding construction of the Core to the Work--shall be solely pursuant to a written change order between Owner and Sobrato Construction, executed in accordance with the Construction Contract and made effective as of the Date of Commencement; provided however that any costs incurred by Sobrato Construction prior to delivery of the Notice of Exercise as a result of such changes, to the extent the cost would be required to be borne by Owner under the terms of the Construction Contract, shall be paid by Owner to Sobrato Construction within fifteen (15) days after request for payment is delivered to Owner and shall be retained by Sobrato Construction if Owner fails to timely deliver the Notice of Exercise (and if not paid when due, shall bear interest at the rate described in Section 13.3.1 of Part Two of

the Construction Contract from the due date until paid in full). All changes to the Work resulting in an increase in the Construction Contract Sum shall be billed to Owner at actual cost, plus seven percent (7%) as a mark-up for Sobrato Construction. The seven percent (7%) mark-up includes all of Sobrato Construction's profit, overhead (including but not limited to home office administration, supervision and coordination) and general conditions (including but not limited to construction supervision and administration, temporary on-site facilities). There shall be no mark-up for any work that is performed by Sobrato Construction's own forces.

h. In accordance with Exhibit C, Sobrato Construction hereby grants Owner an irrevocable license to use the plans referenced in the Exhibit B hereto to perform the Work at the 575 Property, without any limitation as to time, and regardless of whether Owner exercises the Option to hire Sobrato Construction to perform the Work. Sobrato Construction hereby furnishes Owner with Arctec Associates' and Nishkian Menningers' approval to use the Construction Documents to perform the Work at the 575 Property, and not later than October 8, 2001 shall furnish Owner with the remaining architect and engineer approvals, all in the form of Consents attached to Exhibit C. The obligations of this subparagraph shall survive the termination of this Agreement.

i. Sobrato Construction has provided Owner with a construction schedule for Owner's approval, a copy of which is attached as Exhibit D.

3. Miscellaneous.

a. This Agreement and all provisions hereof shall extend to, be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, legatees, successors and assigns of the parties hereto.

b. Except as provided herein, this Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

d. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be deemed invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby.

e. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

f. If either party institutes a legal action against the other relating to this Agreement or any default hereunder, the unsuccessful party to such action will reimburse

the successful party for the reasonable expenses of prosecuting or defending such action, including without limitation attorneys' fees and disbursements and court costs.

g. Section headings contained herein are for convenience or reference only, and shall not govern the interpretation of any of the provisions contained herein.

h. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both Sobrato Construction and Owner have contributed substantially and materially to the preparation of this Agreement.

i. If, under the terms of this Agreement and the calculation of time periods provided herein, any date to be determined under this Agreement should fall on a Saturday, Sunday, legal holiday or any other day on which banks in San Francisco, California are not open for business, then such date shall be extended to the next business day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SOBRATO CONSTRUCTION and OWNER have respectively executed this Amendment to be effective as of the date first above written.

SOBRATO CONSTRUCTION:

SOBRATO CONSTRUCTION
CORPORATION, a California corporation

By: _____
Name: _____
Title: _____

OWNER:

EMBP 455, L.L.C., a California limited
liability corporation

By: _____
Name: _____
Title: _____

JOINDER

The John Michael Sobrato 1985 Separate Property Trust hereby joins in the execution of this Agreement to acknowledge and agree that it shall be held jointly and severally liable for Sobrato's obligations hereunder, subject to the terms and conditions of the Joinder set forth in the Construction Contract.

JOHN MICHAEL SOBRATO, Trustee

EXHIBIT A

CONSTRUCTION CONTRACT

[Attached]

D-9

EXHIBIT B

PLANS AND SPECIFICATIONS

[Attached]

D-10

EXHIBIT C

LICENSE

FOR VALUE RECEIVED Sobrato Construction hereby grants unto EMBP 455, L.L.C. (the "Owner") a license (the "License") to retain and alter those certain Plans and Specifications and all amendments, modifications, supplements and addenda thereto (and including all preliminary and final plans and specifications) (the "Plans") prepared by Arctec Associates and other architects and engineers identified in the Consents attached hereto (collectively, the "Architect"), which Plans have been prepared for the account of and in connection with the development and construction of a certain building and related improvements located at 575 East Middlefield Road, Mountain View, California and to be known as "the Project", a true, correct and complete schedule of which is attached hereto as Exhibit 1. Sobrato Construction retains all common law, statutory and other reserved rights, including copyright, in the Plans. The Owner is permitted to use the Plans only for the completion of, and additions and renovations to, the Project at 575 East Middlefield Road, Mountain View, California.

For purposes hereof, "Plans" shall mean all of the Architect's work product and reproductions now existing or as supplemented, amended or added to from time to time for the account of Sobrato Construction and prepared and designed for the construction of such office building and related improvements, inclusive of all further work product required for the completion thereof.

Sobrato Construction hereby represents and warrants to Owner that no previous assignment of interest in the Plans has been made by Sobrato Construction, and Sobrato Construction agrees not to assign, pledge, transfer or otherwise encumber its interest in the Plans so long as this Assignment remains in effect.

This License shall be irrevocable and binding upon Sobrato Construction and its successors and assigns and shall inure to the benefit of the Owner, its successor and assigns. This License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Sobrato Construction or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns ("collectively "SC Parties"), and shall indemnify, defend with counsel reasonably acceptable to Sobrato Construction, and hold Sobrato Construction and SC Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, Sobrato Construction has caused this License to be executed as of the ____ day of September 2001.

SOBRATO CONSTRUCTION:

SOBRATO CONSTRUCTION
CORPORATION, a California corporation

By: _____
Name: _____
Title: _____

D-12

EXHIBIT 1

THE PLANS

D-13

CONSENT

The undersigned, Arctec Associates (the "Architect") hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the Plans for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Architect represents and warrants to Owner that (i) the Plans constitute all plans, specifications, drawings, models or other work product prepared or possessed by Architect which pertain to the Project; (ii) the Plans and all of such plans, drawings and other work product have been fully paid for and are the property of Sobrato Construction; (iii) the Plans are complete in all respects and contain all details requisite for the construction of the Project which, when built in accordance therewith, shall be ready for use and occupancy for its intended purpose in compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, decrees and orders; and (iv) the Plans have been prepared in a manner which in all respects is consistent with accepted architectural practices. Architect covenants and agrees that (i) Architect will not use or suffer or permit the Plans to be used for any purpose other than in connection with the construction of the Project; and (ii) Architect will not modify or amend the Plans without the prior written approval of Owner.

Architect's License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Architect or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns ("collectively "Architect Parties"), and shall indemnify, defend with counsel reasonably acceptable to Architect, and hold Architect and Architect Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Arctec Associates

By: _____
Name: _____
Title: _____

CONSENT

The undersigned, Nishkian Menninger, hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the portion of the Plans prepared by the undersigned for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Nishkian Menninger's License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Nishkian Menninger or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns (collectively "Other Parties"), and shall indemnify, defend with counsel reasonably acceptable to Nishkian Menninger, and hold Nishkian Menninger and Other Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Nishkian Menninger

By: _____

Name: _____

Title: _____

CONSENT

The undersigned, Guzzardo, hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the portion of the Plans prepared by the undersigned for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Guzzardo's License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Guzzardo or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns (collectively "Other Parties"), and shall indemnify, defend with counsel reasonably acceptable to Guzzardo, and hold Guzzardo and Other Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Guzzardo

By: _____

Name: _____

Title: _____

CONSENT

The undersigned, Northern Pacific, hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the portion of the Plans prepared by the undersigned for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Northern Pacific's License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Northern Pacific or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns (collectively "Other Parties"), and shall indemnify, defend with counsel reasonably acceptable to Northern Pacific, and hold Northern Pacific and Other Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Northern Pacific

By: _____

Name: _____

Title: _____

CONSENT

The undersigned, Sprig, hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the portion of the Plans prepared by the undersigned for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Sprig's License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Sprig or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns (collectively "Other Parties"), and shall indemnify, defend with counsel reasonably acceptable to Sprig, and hold Sprig and Other Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Sprig

By: _____
Name: _____
Title: _____

CONSENT

The undersigned, Hughes and Associates, hereby consents to and joins in the foregoing License and agrees that Owner, its designated agents or contractors may proceed to utilize the portion of the Plans prepared by the undersigned for the purpose of completing construction of, and for the maintenance, protection, improvement, additions and renovations of, Building 4, without additional cost or expense.

Hughes and Associates' License is conditioned on the representation and covenant of Owner that, if the Owner alters the Plans, the Owner thereby waives any claim against Hughes and Associates or its officers, directors, members, partners, affiliates, employees, agents, heirs, executors, administrators, successors and assigns (collectively "Other Parties"), and shall indemnify, defend with counsel reasonably acceptable to Hughes and Associates, and hold Hughes Associates and Other Parties harmless from any lawsuits, claims, damages, losses, expenses, or disputes, arising out of errors and omissions contained in the Plans, but such waiver, indemnification, defense and hold harmless obligation shall apply only to the extent that said errors or omissions arise from alterations to the Plans.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed as of the ____ day of _____, 2001.

Hughes and Associates

By: _____
Name: _____
Title: _____

EXHIBIT D

CONSTRUCTION SCHEDULE

[Attached]

D-20

EXHIBIT E

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____, a _____ (the "Seller"), does hereby SELL, CONVEY, TRANSFER and DELIVER to _____ a _____ ("Purchaser"), any and all of Seller's rights, title and interests in and to all fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description, if any, owned by Seller and attached to, located at or pertaining to the real property described on Exhibit A attached hereto and made a part hereof (the "Personal Property").

SELLER IS SELLING, CONVEYING TRANSFERRING AND DELIVERING THE PERSONAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of this ____ day of _____, 2001.

SELLER:

_____, a

By: _____
Name: _____
Title: _____

EXHIBIT F

LEASES

Lease dated October 27, 2000 between VeriSign, Inc. and Ellis-Middlefield Business Park for a 32,500 square foot building located at 455 E. Middlefield Road, Mountain View, CA

Lease dated October 27, 2000 between VeriSign, Inc. and Ellis-Middlefield Business Park for two 49,362 square foot buildings located at 487 & 501 E. Middlefield Road, Mountain View, CA

Lease dated October 27, 2000 between VeriSign, Inc. and Ellis-Middlefield Business Park for a 102,000 square foot building to be constructed at 575 E. Middlefield Road, Mountain View, CA

EXHIBIT G

CONTRACTS

A. Assigned Contracts

Settlement Agreement
Siemens Indemnity
Siemens Guaranty
Garage Contract

B. Terminated Contracts

Pacific Water Art - Fountain Maintenance
ProSweep - Parking Lot Sweeping
Kelleher & Associates - Roof Maintenance
Maniglia - Landscape Maintenance

EXHIBIT H

LICENSES AND PERMITS

City of Mountain View Findings Report/Zoning Permit,
Application No. 169-00-TOD
Date of Findings: January 24, 2001

EXHIBIT I

DEED

Recording Requested by and
When Recorded Mail to:
Piper Marbury Rudnick & Wolfe
203 N. LaSalle, Suite 1800
Chicago, Illinois 60601
Attention: Peter B. Ross

and Mail Tax Statements to:
EMBP 455, L.L.C.
c/o VeriSign, Inc.
487 East Middlefield Road
Mountain View, CA 94943
Attention: James, Ulam, Esq.

Space Above This Line for Recorder's Use

APN: 160-52-016; 160-52-017; 160-52-020

GRANT DEED

For valuable consideration, receipt of which is acknowledged,
Ellis-Middlefield Business Park, a California limited partnership (the
"Grantor"), grants to EMBP 455, L.L.C., a California limited liability company
("Grantee"), that certain real property located in the City of Mountain View,
County of Santa Clara, State of California, as more particularly described in
Exhibit A attached hereto and made a part hereof (the "Property") together with
all right, title and interest in and to all improvements located thereon, and
all easements, air rights, development rights, appurtenances, rights and
privileges appertaining to the Property, and all right, title and interest in,
to and under adjoining streets, rights of way and easements, subject to the
reservation described below.

The foregoing grant is made subject to that certain Administrative Order
For Remedial Design and Remedial Action of the United States Environmental
Protection Agency Region IX bearing U.S. EPA Docket No. 91-4, a copy of which is
attached to this deed as Exhibit B and made a part hereof.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative
to execute this instrument as of the date hereinafter written.

GRANTOR:

Ellis-Middlefield Business Park, a
California limited partnership

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICERS(S)

- _____ Title(s)
- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

EXHIBIT A TO DEED

LEGAL DESCRIPTION OF PROPERTY

All that certain real property in the City of Mountain View, County of Santa Clara, State of California, described as follows:

[Legal Description to be Inserted]

EXHIBIT B TO DEED

[EPA Order to be attached]

EXHIBIT C TO DEED

[List of Portion of MEW Site that are on NPL to be attached, if any]

DO NOT RECORD

FILOR REQUESTS
DO NOT RECORD STAMP VALUE

DECLARATION OF TAX DUE: SEPARATE PAPER:
(Revenue and Taxation Code 11932-11933)
NOTE: This Declaration is not a public record

Document # _____

Property located in:

- Unincorporated
- City of Mountain View

APN: _____

DOCUMENTARY TRANSFER TAX IS \$ _____

- Computed on full value
- Computed on full value less liens or encumbrances remaining at the time of conveyance

CITY CONVEYANCE TAX IS \$ _____

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Date

Signature

Name (Typed or Printed)

For (Firm Name)

DO NOT RECORD

EXHIBIT J

ENVIRONMENTAL REPORTS

- A. Source Control Workplan dated 7/1/91 by Dames & Moore
- B. Preliminary Source Control Design dated 2/8/94 by PES
- C. Letter dated 5/1/95 regarding construction access from Secor
- D. Phase I Environmental Assessment dated 6/8/95 by E2C
- E. Response to Tenant Concerns dated 12/8/95 from Secor
- F. Authorization for Site Redevelopment dated 5/14/96 by PES
- G. Summary of Environmental Site Concerns dated 10/24/00 by PES
- H. Phase I Environmental Assessment dated 11/28/00 by E2C
- I. Request for EPA Clearance for Construction Activities dated 1/8/01 by PES
- J. Asbestos Sampling Report dated 1/25/90 by E2
- K. Environment Site Assessment dated 4/30/90 by Dames and Moore
- L. Phase I Environmental Assessment dated 8/28/96 by E2C
- M. Combined Intermediate and Final Source Control Remedial Design for Soil and Groundwater Remediation for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 4/12/96
- N. Construction Operation and Maintenance Plan for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 9/27/96
- O. Final Report - Construction Operation and Maintenance Plan for 455, 485/487 and 501/505 East Middlefield prepared for Siemens Components by Secor dated 12/24/96

INDEX TO SOBRATO ENVIRONMENTAL CONSULTANTS' TECHNICAL BINDERS

Date	Exec Sum	Tab	Document
Redwell #1:			
Feb-86	no	S1	Dames & Moore - Raytheon Contamination Middlefield
Jan-87	no	S2	Golder associates - Interim Remedial Measures
Jan-87	no	S3	Cooper Labs, Inc., Site-Inspection Technical Report Guidance
Mar-87	no	S4	Cooper Labs, Inc., Site-Inspection Technical Report
May-87	no	S5	Calif. Regional Water - Site Inspection Technical Report
Jun-87	no	S6	Cooper Vision - Technical Report
Dec-87	no	S7	Dames & Moore - Evaluation of Contamination
Jan-88	no	S8	Dames & Moore - Evaluation of Contamination
Jan-88	no	S9	U.S. Environmental Protection Agency
Jan-88	no	S10	Dames & Moore letter
Feb-88	no		Dames & Moore Report Soil Gas Survey
Feb-88	no	S11	Dames & Moore Letter
Feb-88	no	S12	Dames & Moore Letter
Feb-88	no	S13	U.S. Environmental Protection Agency - Sec 104/CERLA & Sec 3007/RCRA
Feb-88	no	S14	Acurex Corp. Analysis of 27 soil samples
Mar-88	no	S15	United Soil Engineering Inc. - Proposed Industrial Building Intersection
Mar-88	no	S16	Dames & Moore - DRAFT Report - Soil Sampling Program
Apr-88	no	S17	U.S. Environmental Protection Agency - Sec 104/CERLA & Sec 3007/RCRA
Jun-88	yes	S18	Harding Lawson Associates
Sep-88	no	S19	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites
Oct-88	no	S20	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites

Oct-88	no	S21	Dames & Moore
Date	Exec Sum	Tab	Document
Oct-88	no	S22	Dames & Moore Report - Air and Soil Vapor Monitoring
Oct-88	no	S23	Siemens - Raytheon, Intel, Fairchild and Superfund Sites
Jan-89	no	S24	U.S. Environmental Protection Agency - Indian Bend, Wash Superfund Site
Jan-89	no	S25	Dames & Moore - Contamination of Middlefield Road
Mar-89	no	S26	Raytheon, Intel & Fairchild Superfund Sites
May-89	no	S27	U.S. Environmental Protection Agency - Special Notice Letter
May-89	no	S28	Dames & Moore Consulting Service Proposal
May-89	no	S29	U.S. Environmental Protection Agency - Raytheon, Intel & Fairchild Superfund Sites
Jul-89	no	S30	Dames & Moore Evaluation of Possible TCE Plumes Associated with Middlefield Road
Jul-89	no	S31	Good Faith Offer in Response to EPA Special Notice Letters
Jul-89	no	S32	U.S. Environmental Protection Agency-Middlefield-Ellis-Whisman Superfund Site
Jul-89	no	S33	Dames & Moore - East Middlefield Road Properties
Aug-89	no	S34	Dames & Moore - Monitoring Well Sites
Aug-89	no	S35	NAS - Moffett Field - US Navy
Aug-89	no	S36	Dames & Moore to John Wyss - Siemens
Sep-89	no	S37	Dames & Moore - Groundwater & Vadose Modeling Additional Site Investigation
Sep-89	no	S38	Dames & Moore - Additional Scope Item
Sep-89	no	S39	Dames & Moore - Modelling Assumptions - Additional Site Investigation
Oct-89	no	S40	Dames & Moore - Resampling of Well S0-2
Oct-89	no	S41	Dames & Moore - Underground Tank Sampling
Dec-89	no	S42	Dames & Moore - Additional Site Investigation
Dec-89	no	S43	Dames & Moore - Additional Site Investigation

Date	Exec Sum	Tab	Document
Dec-89	no	S44	Dames & Moore - Proposal-Removal & Investigation of Two Underground Storage Tanks - 455 E. Middlefield Road
Dec-89	yes	1	Dames & Moore Additional Site Investigation
Dec-89	no		Dames & Moore Groundwater Modelling Report
Mar-89	no		Dames & Moore Draft Report Soil Sampling Program
Mar-89	no		Dames & Moore Interim Report-Tank Removal
Nov-89	no		Hamming & Laws Conceptual Work Plan for Remedial Design and Remedial Action
Jan-90	no		Canonie Remedial Design and Remedial Action Cost Estimate
Jan-90	yes	2	Hamming & Laws Remedial Design Regional Groundwater Extraction and Treatment System Proposal
Redwell #2:			
Jan-90	yes	3	Weston Remedial Design Proposal
Jan-90	no		McLaren Proposal to Provide Remedial Design Services
Jan-90	yes	4	Groundwater Technology, Inc. Proposal for Remedial Design-volumes 1 & 2
Jan-90	no	S45	TEI Consulting Engineers-Motorola Complex - N/A
Mar-90	no	S46	Dames & Moore - List of Chemicals
Mar-90	no	S47	Dames & Moore - Removal and Disposal of Soil and Debris
Mar-90	no	S48	Dames & Moore - Final Progress Report No. 8 - Additional Site Investigation
Apr-90	no	S49	Dames & Moore - Request for Additional Authorization, Underground Tank Removal and Investigation
Apr-90	no	S50	Dames & Moore - Hazardous Waste Manifest - Cooper Lab Tank Removal
Apr-90	no	S51	Dames & Moore - Hazardous Waste Manifest - Cooper Lab Tank Removal
May-90	no		Canonie Response to Dames & Moore Additional Site Investigation and Groundwater Modelling Reports
May-90	no	S52	Photos of Damage Covered to 455 E. Middlefield

Date	Exec Sum	Tab	Document
May-90 6	no	S53	Dames & Moore - Interim Report Tank Removal
Jul-90	no	S54	Dames & Moore - Proposal Removal and Investigation of Two Underground Storage Tanks
Aug-90	no		Canonie Response to Bechtel Sensitivity Analysis - MEW Allocation Model Report
Aug-90	no	S55	Inter/Siemens Proposed Superfund Site Revised Responsiveness Summary
Aug-90	no	S56	E2C Work Plan - Soil Sampling and Soil Vapor Study
Sep-90	no	S57	Dames & Moore - Proposed Well SO-2 Replacement
Oct-90	no	S58	U.S. Environmental Protection Agency - Report Format - MEW Superfund Site
Oct-90	no	S59	Sobrato/Explanation of Significant Differences
Nov-90	no	S60	U.S. Environmental Protection Agency - MEW Superfund Site
Dec-90	no	S61	Canonie Environmental - Proposed Preparation of Four 106 Order Work Plans
Dec-90	no	S62	U.S. Environmental Protection Agency - 106 Order
Dec-90	no	S63	Canonie Environmental - Proposal and Cost Estimate
Jan-91	no	S64	Dames & Moore - Technical Memorandum-EPA Administrative Order-MEW Study Site
Jan-91	no	S65	Canonie Environmental - Transmittal of DRAFT Work Plan
Jan-91	yes	S66	U.S. Environmental Protection Agency - Uniform Reporting Format
Jan-91	no	S67	Canonie Environmental - Transmittal of DRAFT Work Plans
Jan-91	no	S68	Dames & Moore Proposal
Jan-91	no	S69	Canonie Environmental - Transmittal of DRAFT Work Plans
Jan-91	no	S70	Dames & Moore Sources of Data Presented in 106 Order
Jan-91	no	S71	Canonie Environmental - Transmittal of DRAFT Work Plan
Jan-91	no	S72	Schlumberger - Submission of MEW Water Reuse & Groundwater Chemistry Work Plans
Jan-91	no	S73	Schlumberger - Submission of Source Control Work Plans
Jan-91	no	S74	Canonie Environmental - Plume Definition Work Plan
Jan-91	no	S75	Canonie Environmental - Plume Definition Work Plan

Date	Exec Sum	Tab	Document
Jan-91	no	S76	Canonie Environmental - Potential Conduit Work Plan
Jan-91	no	S77	Canonie Environmental - Potential Conduit Work Plan
Jan-91	no	S78	Canonie Environmental - Groundwater chemistry Work Plan
Jan-91	no	S79	Canonie Environmental - Groundwater chemistry Work Plan
Jan-91	no	S80	Canonie Environmental - Reuse Work Plan
Jan-91	no	S81	Canonie Environmental - Reuse Work Plan
Jan-91	yes	S82	Canonie Work Plan - 369 Whisman
Jan-91	yes	S83	Canonie Work Plan - 401 National
Jan-91	yes	S84	Canonie Work Plan - 441 N. Whisman
Jan-91	yes	S85	Canonie Work Plan - 515-545 N. Whisman - 313 Fairchild
Jan-91	yes	S86	Canonie Work Plan - 464 Ellis
Jan-91	yes	S87	Canonie Work Plan - 644 National
Jan-91	no	S88	Canonie Quarterly Status Report Oct. - Dec 90

Redwell #3:

Jan-91	yes	5	Canonie Potential Conduit Work Plan
Jan-91	yes	6	Canonie DRAFT Potential Conduit Work Plan-(2 parts)
Jan-91	yes	7	Canonie Ground Water Chemistry Work Plan
Jan-91	yes	8	Canonie DRAFT Groundwater Chemistry Work Plan (2 parts)
Jan-91	yes	9	Canonie Plume Definition Work Plan
Jan-91	yes	10	Canonie DRAFT Plume Definition Work Plan (2 parts)
Jan-91	yes	11	Canonie Water Reuse Work Plan
Jan-91	yes	12	Canonie DRAFT Water Reuse Work Plan (2 parts)

Redwell #4:

Date	Exec Sum	Tab	Document
Jan-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Jan-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Jan-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Feb-91	yes	13	Canonie DRAFT Site Safety Plan
Feb-91	yes	14	Canonie DRAFT Data Management System Plan
Feb-91	yes	15	Canonie DRAFT Quality Assurance Project Plan
Feb-91	yes	16	Canonie Data Management Plan
Feb-91	yes	17	Canonie DRAFT Sampling Plan
Feb-91	yes	18	Bechtel Data Management Plan
Feb-91	no	S89	Dames & Moore - Addendum Source Control Work Plan
Feb-91	no	S90	Landels, Ripley & Diamond-Schlumberger - MEW Site Monthly Progress Reports
Feb-91	no	S91	State Board of Equalization
Feb-91	no	S92	U.S. Environmental Protection Agency - Fairchild Semi Conductor
Feb-91	no	S93	Schlumberger - Monthly Progress Reports
Feb-91	no	S94	Canonie - Draft MEW 106 Work Order Plans
Feb-91	no	S95	Dames & Moore - Increase Authorization - U.S. EPA Administrative Order
Feb-91	no	S96	Schlumberger - Implementation of MEW 106 Order
Feb-91	no	S97	NAS Moffett Field - US Navy - Phase I - Installation Restoration Program
Mar-91	no	S98	Canonie - Draft Quality Assurance Project Plan
Mar-91	no	S99	U.S. District Court - USA v. Intel Corp. and Raytheon Company
Redwell #5:			
Mar-91	yes	19	Canonie DRAFT Quality Assurance Project Plan
Mar-91	no		Canonie Quality Assurance Project Plan - DRAFT
Mar-91	no	S100	Dames & Moore Monthly Progress Report

Date	Exec Sum	Tab	Document
Mar-91	no	S101	Schlumberger MEW 106 Order - Monthly progress Report
Mar-91	no	S102	Dames & Moore - Quarterly Water Level Monitoring
Mar-91	no	S103	Schlumberger Distribution and Due Dates for 106 Orders
Mar-91	no	S104	E2C - Addendum To Well Installation Report for Replacement well S0-2(R)
Mar-91	no	S105	Schlumberger Draft Response to EPA's March 14 Memorandum
Mar-91	yes	S106	Siltec Corp. Addendum A to the Source Control Work Plan
Apr-91	no	S107	Schlumberger - Enclosed Correspondence from Sobrato Development. Co.
Apr-91	no	S108	Schlumberger - Pending Requests to EPA re: Implementation of MEW 106 Order
Apr-91	no	S109	Schlumberger - MEW Documents Repository at Mt. View Public Library
Apr-91	no	S110	Canonie MEW 106 Order - Joint Work
Apr-91	no	S111	Schlumberger - Submission of QAPPS and Sampling Plans for MEW Field Work
Apr-91	no	S112	Schlumberger draft Cover Letter for Quality Assurance Project Plan
Apr-91	no	S113	Schlumberger MEW 106 Order Monthly Progress Report
Apr-91	no	S114	Dames & Moore - Monthly Progress Report - EPA MEW 106 Order
Apr-91	no	S115	Schlumberger 106 Order Respondents EPA report & Groundwater Sampling report
Apr-91	no	S116	Schlumberger Draft Cover Letters for MEW Sampling Plans
Apr-91	no	S117	Dames & Moore Billing No. 3 Consulting
Apr-91	no	S118	EPA Contractor Qualification Requirements of CERLA 106 Order of MEW Site
Apr-91	no	S119	Dames & Moore Request List of Reviewed Canonie Workplans
Apr-91	no	S120	Canonie MEW 106 Order Joint Work Revision to Cost Estimate
Apr-91	yes	20	Canonie DRAFT Sampling Plan Ground Water Chemistry Program
Apr-91	yes	21	Canonie DRAFT Sampling Plan Plume Definition Program
May-91	yes	22	Canonie Ground Water Chemistry Program Sampling Plan

Date	Exec Sum	Tab	Document
May-91	yes	23	Canonie Plume Definition Program Sampling Plan
May-91	yes	24	Canonie Quality Assurance Project Plan Work Plan
Redwell #6:			
May-91	yes	25	Bechtel Source Control Workplan for 475 Ellis Street
May-91	no	S121	Schlumberger Qualifications of Canonie Environmental Services Corp.
May-91	no	S122	EPA MEW CERLA 106 Administrative Order
May-91	no	S123	Schlumberger MEW 106 Order Monthly Progress Reports (April 1991)
May-91	no	S124	EPA Work Plan Submittals under the CERLA 106 Administrative Order for MEW Site
May-91	no	S125	EPA Review 485-487 & 501-505 E. Middlefield Road Work Plan
May-91	no	S126	EPA Review of Work Plan
May-91	no	S127	EPA Response to Letters concerning 106 Order and Work Plan review
May-91	no	S128	Dames & Moore Comments on Canonie Work Plans
May-91	no	S129	Dames & Moore Increase in Authorization for EPA Source Control Work Plans 455,485-487,501-505,575 E. Middlefield Road
May-91	no	S130	Golder Assoc. Review of Source Control Workplans - MEW Study Area
May-91	yes	S131	Canonie - Plume Definition Program Work Plan
Jun-91	no	S132	Dames & Moore Quarterly Groundwater Level Monitoring MEW Site
Jun-91	no	S133	Canonie - Transfer of Previously Generated Technical Data
Jun-91	no	S134	MEW 106 Order - Monthly Progress Reports
Jun-91	no	S135	MEW 106 Order - Monthly Progress Reports
Jun-91	no	S136	Dames & Moore Draft Cost Estimate
Jun-91	yes	S137	Site Safety Plan Report
Jun-91	yes	26	Bechtel Source Control Workplan for 501 Ellis Street
Jun-91	yes	29	Canonie Source Control Work Plan for 441 North Whisman Road, Bldgs. 13 & 23

Date	Exec Sum	Tab	Document
Redwell #7:			
Jun-91	yes	30	Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Drive, Bldgs. 1-4
Jun-91	yes	31	Canonie Source Control Work Plan for 644 National Avenue, Bldg. 18
Jun-91	yes	32	Canonie Source Control Work Plan for 369 North Whisman Road, Bldg. 18
Redwell #8:			
Jun-91	yes	33	Canonie Source Control Work Plan for 401 National Street
Jun-91	no		Canonie DRAFT Site Safety Plan
Jun-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Jun-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Jun-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Jul-91	yes	S138	Golder Assoc. Source Control Work Plan for 490 E. Middlefield
Jul-91	yes	S139	Golder Assoc. Source Control Work Plan for Lots 4 and 5 E. Middlefield
Jul-91	yes	S140	Golder Assoc. Source Control Work Plan for 350 Ellis St.
Jul-91	no	S141	Schlumberger - Submission of Source Control Work Plans for Fairchild's MEW facilities
Jul-91	no	S142	Raytheon - Source Control Workplan
Jul-91	no	S143	Schlumberger - MEW 106 Order Monthly Progress Report (June 1991)
Jul-91	no	S144	EPA Review of Quality Assurance Project Plan
Jul-91	no	S145	Source Control Workplan for 405 National Avenue
Jul-91	no	S146	EPA Submission of Revised NEW Documents
Jul-91	no	S147	Canonie - Proposal Schedule and Cost Estimate Quality Assurance Project Plan Revision
Jul-91	no	S148	Canonie - Quarterly Status Report April - June 1991

Date	Exec Sum	Tab	Document
Jul-91	no		Bechtel Quality Assurance Report
Jul-91	yes	27	Bechtel Phase I Source Control Remedial Design for 501 Ellis Street
Jul-91	no		Dames & Moore Source Control Workplan for 485/487 and 501/505 East Middlefield Road
Jul-91	no		Dames & Moore Source Control Workplan for 575 East Middlefield Road
Jul-91	no		Dames & Moore Source Control Workplan for 455 East Middlefield Road
Redwell #9:			
Aug-91	no		Canonie Quality Assurance Project Plan Work Plan - Revision 1.0
Aug-91	no		Canonie Response to EPA Review of Quality Assurance Project Plan
Aug-91	no	S149	EPA Proposed Meeting Dates and Agendas MEW Study Area
Aug-91	no	S150	Canonie - Response to EPA's Review and Comments on Quality Assurance
Aug-91	no	S151	Canonie Proposal, Schedule and Cost Estimate Revision of Potential Conduit Work Plan
Aug-91	no	S152	MEW 106 Order - Monthly Progress Report - (July 1991)
Aug-91	no	S153	NAS Moffett Field U.S. Navy Update on Environmental Clean up Activities
Aug-91	no	S153b	Canonie - Draft Response to EPA's Comments on the Potential Conduit Work Plan
Aug-91	no	S154	Dames & Moore Quarterly Water Level Monitoring
Aug-91	no	S155	EPA August 28, 1991 Meeting Agenda
Aug-91	no	S156	EPA Summary of August 28, 1991 Meeting
Aug-91	yes	S157	Source Control Work Plan - Intel Corporation - 365 E. Middlefield
Sep-91	yes	34	Canonie Potential Conduit Work Plan - Revision 1.0
Sep-91	no		Canonie Source Control Work Plan for 644 National Avenue, Bldg. 18 - Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Avenue, Bldgs. 1-4, Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 441 North Whisman Road, Bldgs. 13 & 23 - Addendum 1

Date	Exec Sum	Tab	Document
Sep-91	no		Canonie Source Control Work Plan for 401 National Avenue, Bldg. 19 - Addendum 1
Sep-91	no		Canonie Source Control Work Plan for 464 Ellis Street, Bldg. 20 - Addendum 1
Redwell #10:			
Sep-91	no		Bechtel Source Control Workplan for 501 Ellis Street: Addendum A -Summary of Hydrogeology and Addendum B - Saturated Soil Sampling Plan
Sep-91	yes	35	Bechtel Proposed Final Remedial Design and Construction Operation & Maintenance Plan for 501 Ellis Street - volume 1
Sep-91	no		Bechtel Proposed Final Remedial Design and Construction Operation & Maintenance Plan for 501 Ellis Street - volume 2
Sep-91	no	S158	MEW 106 Order - Monthly Progress Report (Aug. 1991)
Sep-91	no	S159	Dames & Moore Monthly Progress Report EPA MEW 106 Order
Sep-91	no	S160	Canonie - Transmittal Transfer of Updated Technical Data
Sep-91	no	S161	Schlumberger - Standard Time Period to Respond to EPA Comment on MEW 106 Workplan
Sep-91	no	S162	Canonie - Well Coordinates at the Sobrato Property-Mt. View
Sep-91	no	S163	Schlumberger - Listing of Reports (and status) submitted to EPA
Sep-91	yes	S164	Work Plan for Design, Construction and Implementation of the Regional Groundwater Remediation Program, Intel Corp./Raytheon Work Plan A, Volume 1
Sep-91	no	S165	Work Plan for Design, Construction and Implementation of the Regional Groundwater Remediation Program, Intel Corp./Raytheon Work Plan A, Volume 2 Appendices - A-1
Sep-91	no	S166	Canonie - Revisions, 1991 Scope of Work and Cost Estimate 106 Order Joint Work Program
Sep-91	no	S167	Canonie Source Control Work Plan on 369 N. Whisman Rd. Addendum 1
Sep-91	no	S168	Canonie Source Control Work Plan on 369 N. Whisman Rd. Addendum 2
Oct-91	no	S169	Dames & Moore proposal Technical Review of Documents
Oct-91	yes	S170	R. L. Stollar & Associates, Inc. - Sampling & Analysis Plan for Source Control Work 405 National Ave.
Oct-91	no	S171	Schlumberger - Changes/Additions to MEW 106 Order
Oct-91	no	S172	Schlumberger - MEW 106 Order Joint Work Request for Comments

Oct-91	no	S173	PRC Environ. Management Inc. - Naval Air Station - Moffett Field
Date	Exec Sum	Tab	Document
Oct-91	no	S174	Harding Lawson Associates May and November 1990 Potential Surface Maps MEW Study Area
Oct-91	no	S175	EPA - Review of the Potential Conduit Work Plan
Oct-91	no	S176	Schlumberger - Plume Definition and Ground water Monitoring Programs
Oct-91	no	S177	Schlumberger Data Management and Report Formats
Oct-91	no	S178	Schlumberger - conflicting QAPP Requirements
Oct-91	no	S179	Intel - Site Transmittal for Intel's Mt. View Facility
Oct-91	no	S180	EPA - Review of 455,485-487-501-505,575 E. Middlefield Rd. Documents
Nov-91	no	S180b	Golder Associates - Hydraulic Control and Monitory Summary Report
Nov-91	no	S181	EPA - MEW Study Area
Nov-91	no	S182	MEW 106 Order - Monthly Progress Reports (October 1991)
Nov-91	no	S183	Dames & Moore Draft Cost Estimate for the Implementation of Source Control Work Plans
Nov-91	no	S184	Canonie - Transmittal Draft Unified Quality Assurance Project Plan
Redwell #11:			
Nov-91	no		Canonie DRAFT Unified Quality Assurance Project Plan - 2 copies
Nov-91	yes	36	Canonie Ground Water Treatment Plant System Technical Memorandum for 369 North Whisman Road, Bldg. 19
Nov-91	yes	37	Canonie Preliminary Source Control Remedial Design for 369 North Whisman Road, Bldg. 19 - volume 1
Nov-91	no		Canonie Preliminary Source Control Remedial Design for 369 North Whisman Road, Bldg. 19 - volume 2
Nov-91	yes	38	Canonie Slurry Wall Evaluation Technical Memorandum for 369 North Whisman Road, #19
Dec-91	no	S185	Dames & Moore - Resubmittal of Proposal Technical Review of Documents
Dec-91	no	S186	Canonie - Draft Proposed Sampling Network Potential Conduit Program
Dec-91	no	S187	Canonie Transmittal Draft Unified Plume Definition and Ground Water Monitoring Program

Date	Exec Sum	Tab	Document
Dec-91	no	S188	Dames & Moore Quarterly Water Level Monitoring 455, 485-487 E. Middlefield Road
Dec-91	no	S189	Canonie - Transmittal Draft Unified Report Format Program and Data Management Plan
Dec-91	no	S190	Dames & Moore EPA MEW 106 Order Monthly Progress Report
Dec-91	no	S191	MEW 106 Order - Monthly Progress Report (November 1991)
Dec-91	no	S192	E2C Ordinance 90-1 Violation, Well S0-2 Destruction 455 E. Middlefield Rd.
Dec-91	no	S193	Santa Clara Valley Water District, an Ordinance of Regulations
Dec-91	no	S194	Canonie Draft Unified Plume Definition and Ground Water Monitoring Program
Redwell #13:			
Dec-91	yes	39	Canonie Unified Plume Definition and Ground Water Monitoring Program Report
Dec-91	yes	40	Canonie Unified Quality Assurance Program Plan
Dec-91	yes	41	Canonie Unified Report Format Program Report
Dec-91	yes	42	Canonie DRAFT Unified Report Format Program Report
Jan-92	No	S195	Map of Revised Plan Checked Set
Jan-92	No	S196	Canonie Draft Status Report Potential Conduit Program
Jan-92	No	S197	Schlumberger Change to MEW 106 Distribution List
Jan-92	Yes	S198	Golder Assoc. Inc. Design Specific Data Collection Phase I Work Plan
Jan-92	Yes	S199	Golder Assoc. Inc. Design Specific Data Collection Phase I Work Plan
Jan-92	No	S200	Golder Assoc. Inc. Quality Assurance Project Plan
Jan-92	No	S201	Schlumberger MEW Potential Conduit Tenant/Owner Survey Report
Jan-92	No	S202	Schlumberger - Change to MEW 106 Distribution list
Feb-92	no	S203	PES Environmental Monthly Progress Report (Jan. 92) EPA MEW 106 Order
Feb-92	no	S204	MEW 106 Order Monthly Progress Report Jan. 92
Feb-92	no	S205	Schlumberger - Source Control Work Plans Raytheon Lots 4 & 5 Implementation of Soils Cleanup

Date	Exec Sum	Tab	Document
Feb-92	no	S206	PES Environ. PES Service Agreement
Mar-92	no	S206b	Raytheon Hydraulic Control and Monitoring Report
Redwell #14:			
Mar-92	yes	43	Bechtel Saturated Soil Investigation and Characterization for 501 Ellis Street
Mar-92	yes	44	Bechtel Field Verification Program for 475 Ellis Street
Mar-92	no		PES DRAFT Source Investigation and Characterization Report for 485/487 and 501/505 East Middlefield Road
Mar-92	no		PES DRAFT Source Investigation and Characterization for 455 East Middlefield Road
Mar-92	no		PES DRAFT Source Investigation and Characterization for 575 East Middlefield Road
Mar-92	no		PES Source Investigation and Characterization for 575 East Middlefield Road
Mar-92	no		PES Source Investigation and Characterization for 455 East Middlefield Road
Redwell # 15:			
Mar-92	no		PES Source Investigation and Characterization for 485/487 and 501/505 East Middlefield Road
Mar-92	no		Canonie Quality Assurance Report for 515/545 North Whisman Road and 313 Fairchild Drive
Mar-92	no		Canonie Quality Assurance Report for 644 Ellis Street
Mar-92	no		Canonie Quality Assurance Report for 464 Ellis Street
Mar-92	no		Canonie Quality Assurance Report for 441 North Whisman Road
Mar-92	no		Canonie Quality Assurance Report for 401 National Avenue
Mar-92	no		Canonie Quality Assurance Report for 369 North Whisman Road
Mar-92	no	S207	Schlumberger - Request for Meeting to Discuss EPA Memorandum on Implementation of Soil Cleanup
Mar-92	no	S208	Golder Assoc. Hydraulic Control and Monitoring Summary Report June-Nov. 1991 350 Ellis
Mar-92	no	S209	PES Environmental. Monthly Progress Report Feb. 92 EPA MEW 106 Order

Date	Exec Sum	Tab	Document
Mar-92	yes	S210	Schlumberger MEW 106 Order - Monthly Progress Reports - Feb. 92
Mar-92	no	S211	Schlumberger - Annual Report - MEW 106 Order Respondents (1991)
Apr-92	no	S212	EPA MEW Site Sobrato's 3/30/92 Information Request
Apr-92	no	S213	PES Environmental - Submittal of March 19, 1992 Water Level Evaluation Data
Apr-92	no	S214	PES Environmental. Monthly Progress Report March 1992 EPA MEW 106 Order
Apr-92	no	S215	Schlumberger Distribution List - Change
Apr-92	no	S216	Schlumberger MEW 106 Order - Fairchild Quarterly Quality Assurance Report
Apr-92	no	S217	Raytheon Summary of Activities for March 1992
Apr-92	no	S218	Schlumberger Investigation and Source Control Work Plan
Apr-92	no	S219	Intel Site Data Transmittal for Intel's Mt. View Facility
May-92	no	S220	PES Environmental. Corrections to Source Investigation and Characterization Reports
May-92	no	S221	Schlumberger - EPA Questions
May-92	no	S222	Raytheon - Proposed Schedule for Implementation of the Silva Well Work Plan
May-92	no	S223	Raytheon Summary of Activities for April 1992
May-92	no	S224	Schlumberger Water Reuse Work Plan EPA Approval
May-92	no	S225	Canonie EPA Review of Potential Conduit Work Plan
Jun-92	yes	S226	Golder Assoc. Data Management Plan - 350 Ellis St. Lots 4 & 5 E. Middlefield Rd.
Jun-92	no		Canonie DRAFT Response to EPA's Comments on Plume Definition Work Plan and Sampling Plan
Jun-92	no	S227	Weisse Assoc. Intel Mt. View Data Management Plan
Jun-92	yes	S228	Siltec - Transmittal of "Characterization Report for Facility Specific Source Control Work 405 National Ave.
Jun-92	no	S229	Schlumberger - Response to EPA Letter of June 15, 1992
Jun-92	no	S230	Watkins-Johnson Environmental, Inc. - Addition Laboratory Analytical Report 405 National Ave.

Jun-92	no	S231	Canonie Draft Response to EPA's Comments on the Plume definition Work Plan
Jun-92	no	S232	Canonie Preliminary Responses to Comments of the International Tech. Corp.
Date	Exec Sum	Tab	Document
Jun-92	no	S233	Canonie - Potential Source Areas
Jul-92	no	S234	PES Environmental. June 30, 1992 Meeting Regarding NAS Moffett Field
Jul-92	no	S235	PES Environmental Quarterly Progress Report April - June 1992 EPA MEW 106 Order
Jul-92	no	S236	Raytheon Submission to EPA Records Destruction Plan
Jul-92	no	S237	Raytheon Summary of Activities for April, May and June 1992
Jul-92	no	S238	Schlumberger MEW 106 Work Order Joint work Quarterly Progress Report 2nd Quarter
Jul-92	no	S239	Schlumberger MEW 106 Order Joint Work Quarterly Progress Report
Jul-92	no	S240	Intel Site Data Transmittal for Intel's Mountain View facility
Jul-92	no	S241	Schlumberger MEW 106 Order Fairchild Quarterly Quality Assurance Reports
Jul-92	no	S242	Schlumberger - Access Agreement for 265 N. Whisman Road
Jul-92	no	S243	Canonie Water Reuse Survey
Jul-92	no	S244	Submission of Addendum to the Unified Quality Assurance Project Plan for 106 Order and consent decree parties
Jul-92	no	S245	Canonie Hydraulic Control North of US Highway 101 Addendum 1 Work Plan A
Jul-92	no	S246	Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Well Destruction Reports
Jul-92	no		Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Response to EPA's Comments on Unified Quality Assurance Project Plan
Jul-92	no		Canonie DRAFT Quarterly Progress Reports
Jul-92	no		Canonie DRAFT Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie Surface Water Sampling Plan Plume Definition Program
Jul-92	no		Canonie DRAFT Response to EPA's Comments on Unified Quality Assurance Project Plan
Jul-92	no		Canonie DRAFT Quarterly Progress Reports

Jul-92 no Canonie DRAFT Surface Water Sampling Plan Plume Definition Program

Date	Exec Sum	Tab	Document
Aug-92	yes	45	Canonie Water Production and Potential Water Use Survey Results Water Reuse Program Report
Aug-92	no		Canonie DRAFT Report of Results of Water Production and Potential Water Uses

Redwell #16:

extra copies of PES Investigation and Characterization studies for 455, 575 and 485/487 & 501/505 East Middlefield Road (see redeploys 14 &15) and aerial photos of site

Redwell #17:

Aug-92	no		Canonie response to EPA's Comments on Plume Definition Work Plan Sampling Plan
Aug-92	no		Canonie Well Destruction Reports
Aug-92	yes	46	Golder Associates Design Specific Data Collection Report
Aug-92	no		Canonie DRAFT Response to EPA's Comments on Plume Definition Work Plan and Plume Definition Sampling Plan
Aug-92	no		Dames & Moore Response to Canonie's Comments on Additional Site Investigation and Groundwater Modeling Reports
Aug-92	no	S247	PES Environmental - Sobrato Properties Confirmed VOC Sources
Aug-92	no	S248	Canonie Request for Time Extension Investigation of Well 23L*3 (Sobrato Well)
Aug-92	no	S249	Canonie Start Up Procedures for Sampling Plume Definition Program
Aug-92	no	S250	Schlumberger Response to EPA's Plume Definition Work Plan
Aug-92	no	S251	Sobrato Development. Co. Ellis-Middlefield Plan indicating underground pipelines
Aug-92	no	S252	Schlumberger Investigation of Well 6S2W23L*3 Sobrato Development. Co. 487 E. Middlefield Rd.
Sep-92	no		Canonie Source Control Work Plan for 515/545 North Whisman Road and 313 Fairchild Drive - Addendum 2
Sep-92	No	S253	Schlumberger - Naval Facilities Engineering

Date	Exec Sum	Tab	Document
Sep-92	No	S254	Distribution
Sep-92	No	S255	Raytheon Potential Navy Sources of Chlorinated Solvents on Moffett Field
Sep-92	No	S256	Canonie Notification of Changes in the Monitoring Schedule
Sep-92	No	S257	Canonie Request for Well Designation and Coordination
Sep-92	No	S258	NAS Moffett Field Update on Environmental Clean Up Activities
Sep-92	No	S259	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 410 National Ave Building 9
Sep-92	No	S260	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 441 No. Whisman Building
Sep-92	No	S261	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 644 National Building 18
Sep-92	No	S262	Source Control Work Plan Addendum 2 Fairchild Semiconductor Corp. 464 Ellis Building 20
Oct-92	No	S263	Canonie Correspondence concerning Missed Holding Times
Oct-92	No	S264	Raytheon Consent Decree: Quarterly Progress Report, 3rd Quarter of `92
Oct-92	No	S265	Raytheon Summary of Activities for July - Sept. 1992 Quarterly Report
Oct-92	No	S266	Schlumberger Annual Horizontal Potential Conduits Evaluation
Oct-92	No	S267	Schlumberger - MEW 106 Order - Quarterly Progress Report
Oct-92	No	S268	Schlumberger MEW 106 Order Work Joint-Quarterly progress Report 3rd Quarter of 92
Oct-92	No	S269	Schlumberger - MEW 106 Order - Fairchild Quarterly Quality Assurance Reports
Oct-92	No	S270	Canonie - Arrangements for Data Exchange
Oct-92	No	S271	Raytheon - Quarterly Report Summary of Activities July-Sept 1992
Oct-92	No	S272	Weighs - Site Data Transmittal for Intel's Mt. View Facility-Third Quarter 1992 Monitoring Report
Oct-92	No	S273	Canonie Destruction Report: Well 6S2W23D*3 EPA 106 Order
Oct-92	No	S274	PES Environmental - Quarterly Progress Report 7-92 to 9-92 EPA MEW 106 Order
Oct-92	No	S275	Canonie - Reminder of Upcoming November Water Level Measurements-Quarterly Monitoring Prog.
Nov-92	No	S276	Watkins-johnson - Project Design for Source Control Remedial Design 405 National Ave.
Nov-92	No	S277	Golder Assoc. Phase II Work Plan Raytheon - 350 Ellis St., Lots 4 & 5 E. Middlefield

Date	Exec Sum	Tab	Document
Nov-92	No	S278	Golder Assoc. Data Collection report - Raytheon - 350 Ellis Street
Nov-92	No	S279	Golder Assoc. Soil Gas Survey & RDI Borehole, Lot 3, E. Middlefield Rd.
Nov-92	No	S280	Weiss Associates - Correction letter for 10-3-92 report
Dec-92	No	S281	Canonie - Joint Defense Communication Geologic Correlation Draft Report
Dec-92	No	S282	Transmittal of Addendum to Unified Quality Assurance - Middlefield-Ellis-Whisman Study Area
Dec-92	No	S283	Canonie - Well 6S2W23D*3 EPA 106 Order Joint Work Potential Conduit Program
Dec-92	No	S284	Schlumberger - MEW 106 Order - Potential Conduit Destruction Reports
Dec-92	No	S285	Canonie - Notification - Completion of Sampling Activities
Dec-92	No	S286	Canonie 0 Transmittal - Ground Water Chemistry Program
Jan-93	No	S287	PES Environmental - Quarterly Progress Report 10-92 to 12-92 EPA MEW 106 Order
Jan-93	No	S288	Raytheon - Quarterly Report - Summary of Activities for Oct-Dec. 1992
Jan-93	No	S289	Raytheon - Consent Decree: Quarterly Progress Report, Fourth Quarter of 1992
Jan-93	No	S290	Schlumberger - MEW 106 Order Quarterly Progress Report, Fourth Quarter 1992
Jan-93	No	S291	Schlumberger - MEW 106 Order Joint Work-Quarterly progress Report 4th Quarter 1992
Jan-93	No	S292	Schlumberger - MEW 106 Order - Fairchild Quarterly Quality Assurance Reports
Jan-93	No	S293	Weiss Associates - 4th Quarter 1992 - Self Monitoring Report at Intel 365 Middlefield
Jan-93	No	S294	PES Environmental - Designated Facility Coordinator
Jan-93	No	S295	Canonie - Notification of Receipt of Lab Analyses 106 Order Middlefield-Ellis
Feb-93	No	S296	Canonie - Draft Nov. 19, 1992 Potentiometric Surface Maps & TCE Concentration Jun-Dec 1992
Feb-93	No	S297	Schlumberger - list of documents submitted
Feb-93	Yes	S298	Canonie - Preliminary Source Control - 464 Ellis Street
Feb-93	Yes	S299	Canonie - Slurry Wall Evaluation - 401 National Avenue
Feb-93	Yes	S300	Canonie - Preliminary Source Control - 401 National Avenue

Date	Exec Sum	Tab	Document
Feb-93	Yes	S301	Canonie - Preliminary Source Control - 644 National Avenue
Feb-93	No	S302	Canonie - In-Situ Aeration System - 369 N. Whisman Road
Feb-93	Yes	S303	Canonie - Preliminary Source Control - 441 N. Whisman
Feb-93	Yes	S304	Canonie - Slurry Wall Evaluation 515/545 N. Whisman and 313 Fairchild Drive
Feb-93	No	S305	Canonie - Ground Water Treatment System 515/545 N. Whisman and 313 Fairchild Drive
Feb-93	Yes	S306	Canonie - Preliminary Source Control - 515/545 N. Whisman and 313 Fairchild Dr. Vol. 1 & 2
Feb-93	Yes	S307	Canonie - Draft Plume Definition Program Report MEW 106 Order Joint Work
Mar-93	Yes	S308	Canonie - Prelim. Design Regional Ground Water Remediation Program MEW Site
Mar-93	Yes	S309	Final Draft Plume Definition Program Report MEW 106 Order Joint Work MEW Site
Mar-93	Yes	S310	Preliminary Design Regional Ground Water Remediation Program MEW Site
Mar-93	No	S311	Canonie - Preliminary Source Control Remedial Design 369 N. Whisman
Feb-93	No	S312	Weiss Associates - Intel's Ground Water Data Base 1992 Annual Report
Feb-93	Yes	S313	Golder Associates - Preliminary Source Control Remedial Design Raytheon Lots 4 & 5
Feb-93	Yes	S314	Golder Associates - Preliminary Source Control Remedial Design Raytheon 350 Ellis St.
Mar-93	Yes	S315	Canonie - Plume Definition Program
Apr-93	No	S316	Canonie - 1st qtr 93 Progress Reports
Apr-93	No	S317	Schlumberger/Canonie Quarterly Quality Assurance Reports for 6 Fairchild sites
Apr-93	No	S318	Schlumberger/Canonie MEW 106 Order Joint Work Quarterly Progress Report - 1st qtr `93
Apr-93	No	S319	Canonie - Add #1 Preliminary Design Remediation South of Highway 101
Apr-93	No	S320	Canonie - Add #1 Preliminary Design Remediation North of Highway 101
Apr-93	No	S321	Schlumberger - 1st qtr `93 quarterly progress report from General Instruments
Apr-93	No	S322	Weiss Associates - Intel's quarterly groundwater monitoring report 1st qtr `93
Apr-93	No	S323	Raytheon - 1st qtr 93 Facility Specific Work report (Golder Associates)

Date	Exec Sum	Tab	Document
Apr-93	Yes	S324	Golder - Hydraulic Control and Monitoring Summary Report 12/91 thru 11/92
Apr-93	No	S325	Canonie - Draft Well Destruction Report, Well #6S2W14N3 (175 Evandale Ave., Mtn. View)
Apr-93	No	S326	Canonie - Preliminary Remedial Design Fairchild Bldgs. 13 & 23, 441 N. Whisman
Apr-93	No	S327	Canonie - Preliminary Remedial Design Fairchild Bldg 20, 464 Ellis
Apr-93	No	S328	Canonie - Preliminary Remedial Design Fairchild Bldg 18, 644 National
May-93	No	S329	Canonie - B3 Aquifer Plume Definition Work Plan
May-93	No	S330	Watkins-Johnson - Groundwater Model Report 405 National Ave.
May-93	No	S331	Canonie - Responses to PRP Comments on design of Regional Ground Water Mediation Program
May-93	Yes	S332	Canonie - Ground Water Chemistry Program EPA 106 Order Joint Work
May-93	Yes	S333	Harding Lawson Summary of Potential Source Areas @ NAS Moffett Field
May-93	No	S334	Canonie - Plume Definition Program Addendum 1
May-93	No	S335	Canonie - Well Investigation Report 4 parts
May-93	No	S336	Schlumberger - Ground Water Chemistry Program Report
Jun-93	No	S337	Weiss response to EPA comments regarding Intel's Control Workplan
Jun-93	No	S338	Canonie - Slurry Wall Evaluation 401 National Avenue (Fairchild Bldg. 9)
Jun-93	No	S339	Canonie - Well #6S2W12N*1 Potential Conduit Program
Jun-93	No	S340	Canonie - Source Control Remedial Design Fairchild Bldgs. 1, 2, 3 and 4
Jun-93	No	S341	Canonie - Well #6S2W14N*1 Potential Conduit Program
Jun-93	No	S342	Canonie - Well #6S2W22H*10 Potential Conduit Program
Jun-93	No	S343	Prickett & Associates - Groundwater Modelling Results
Jul-93	No	S344	Weiss - 2nd Qtr 1993 Monitoring Report @ Intel, 365 Middlefield Road
Jul-93	No	S345	Bechtel - NEC 2nd Qtr progress report / Canonie - 2nd Qtr 1993 progress report 441 N. Whisman
Jul-93	No	S346	Canonie - 2nd Qtr progress report plume definition program
Jul-93	No	S347	Canonie - Regional Ground Water Remediation Program 2nd Qtr report
Jul-93	No	S348	Raytheon - Facility Specific work 2nd Qtr report

Date	Exec Sum	Tab	Document
Jul-93	No	S349	Canonie - Presentation of Lab results & recommendations for resampling of wells B3 Plume Prog
Jul-93	No	S350	Canonie - Draft Potentiometric Surface Maps to Raytheon
Jul-93	No	S351	Canonie - Well #6S2W23E*1 Investigation Report
Jul-93	No	S352	Canonie - Well #6S2W23M1 Investigation Report
Jul-93	No	S353	Canonie - Well #6S2W23D*4 Investigation Report
Aug-93	No	S354	Canonie - Final 5/20/93 Potentiometric Surface Maps
Aug-93	No	S355	Canonie - Final Source Control Remedial Design Volume 1: Basis of Design
Aug-93	No	S356	Canonie - Final Source Control Remedial Design Volume 2: Contract Docs, Specs & Drawings
Aug-93	No	S357	Canonie - Well #6S2W23L*3 Potential Conduit Program (Destruction) Report
Aug-93	No	S358	Canonie - Well #6S2W23M1 Investigation Report
Aug-93	No	S359	Canonie - Well #6S2W23E*1 Investigation Report
Aug-93	No	S360	Canonie - Well #6S2W23D*4 Investigation Report
Aug-93	No	S361	Canonie - Well #6S2W23L*3 Potential Conduit Program
Aug-93	Yes	S362	Canonie - "B3" Aquifer Plume Definition Program
Aug-93	Yes	S363	Canonie - Final Source Control Remedial Design Vol. 1 Basis of Design
Aug-93	Yes	S364	Canonie - Final Source Control Remedial Design Vol. 2 Contract Docs, Specs & Dwgs
Sep-93	No	S365	Canonie - Preliminary Design Regional Ground Water Remediation Program North of Hwy 101
Sep-93	No	S366	Canonie - Preliminary Design Regional Ground Water Remediation Program South of Hwy 101
Sep-93	Yes	S367	Canonie - Addendum 2 Plume Definition Program "B3" Auifier
Sep-93	No	S368	Groundwater Technology resumes and qualifications from Raytheon
Sep-93	Yes	S369	Canonie - Final Source Control Remedial Design, 644 National Ave., Bldg. 18 (Fairchild)
Oct-93	No	S370	Raytheon - Consent Decree: Quarterly Progress Reports 3rd Qtr
Oct-93	No	S371	Schlumberger - MEW 106 Order - Joint Work Qtrly Progress Report
Oct-93	No	S372	Schlumberger - MEW 106 Order - Site Specific Qtrly Progress Report

Date	Exec Sum	Tab	Document
Oct-93	No	S373	Weiss - Third Quarter 1993 Self Monitoring Report for Intel, 365 Middlefield
Oct-93	No	S374	Canonie - Final Source Control Remedial Design, Fairchild, 644 National Ave, Bldg. 18
Oct-93	No	S375	Canonie - Final Source Control Remedial Design, Fairchild, 401 National Ave, Bldg. 9
Oct-93	No	S376	Canonie - Final Source Control Remedial Dsn, Fairchild, 369 & 441 N. Whisman, Bldgs. 19, 13 & 23
Nov-93	Yes	S377	Canonie - Final Design Regional Ground Water Remediation Program M-E-W site Mt. View, CA

EXHIBIT K

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is made on _____, 2001 by and between _____ ("Landlord"), and _____ ("Tenant").

R E C I T A L S:

A. Landlord and Tenant entered into that certain Lease dated _____ (the "Lease"), as amended, pursuant to which Landlord leases to Tenant approximately _____ rentable square feet of space, known as _____ (the "Premises").

B. Landlord and Tenant have agreed to terminate the Lease, subject to and in accordance with the terms, conditions and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are _____ incorporated into this Agreement by reference as if fully set forth.

2. Termination. Effective immediately on the date of this Agreement (the "Termination Date"), the Lease is hereby terminated. As of the Termination Date, the Lease shall be deemed to be of no further force or effect and neither party shall have any further liability to the other under the Lease except for those obligations which expressly survive expiration or earlier termination of the Lease ("Surviving Obligations"), subject to this Section below. Notwithstanding Section 12E ("Landlord's Indemnity Regarding Hazardous Materials") of the Lease, Landlord's obligations under Section 12E of the Lease shall not survive termination of the Lease and shall not be a Surviving Obligation hereunder.

3. Release. Except for the Surviving Obligations, the undersigned (and the _____ individuals executing on behalf of the undersigned in their individual capacities) do hereby release, discharge and acquit each other, their past, present and future officers, employees, directors, principals, agents, partners, shareholders, attorneys, successors and assigns, and any affiliated entity or other entity owned or controlled by one or more of them, from any claim asserted or which may have been asserted in connection with any rights, obligations, representations, warranties or covenants, or breaches thereof, contained in, arising from or conferred under the Lease, other than the Surviving Obligations, and from any and all claims, demands, remedies, causes of action, debts, liabilities and losses of every kind or nature, whether at this time known or unknown, anticipated or unforeseen, direct or indirect, fixed or contingent, whether presently or hereafter disclosed, which the parties to this Agreement, and their respective successors and

assigns, ever had, now have or hereafter may have by reason of the Lease, the landlord-tenant relationship created thereby, or the occupancy of the Premises under the Lease, except that nothing herein shall in any way limit or prejudice the rights of either of the parties with respect to the Surviving Obligations, the exercise and enforcement to the fullest extent of the rights granted under this Agreement, or the pursuit of any claim by Tenant under that certain Agreement to Purchase Buildings dated September __, 2001, between Landlord and Tenant (the "Purchase Agreement") or reserved by Tenant under Section 15.15 of the Purchase Agreement. Landlord and Tenant hereby waive the protection of California Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Landlord's Initials: _____ Tenant's Initials: _____

4. Authority. The signatories hereto hereby represent that they have full _____ and complete authority to bind their respective parties to the Agreement and that no other consent is necessary or required in order for the signatories to execute this Agreement on behalf of their respective parties.

5. Binding Effect. This Agreement shall be binding upon and inure to the _____ benefit of the parties hereto and their respective successors and assigns.

6. Applicable Law. This Agreement shall be governed by and construed and _____ enforced in accordance with the laws of the State of California without regard to any conflict of laws principles.

7. Counterparts. This Agreement may be executed in separate counterparts, _____ all of which together shall constitute a single Agreement.

8. Attorneys' Fees. If any legal proceeding is brought or undertaken to _____ enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party or parties in such proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first above written.

LANDLORD:

_____, a

By: _____
Name: _____
Title: _____

TENANT:

_____, a

By: _____
Name: _____
Title: _____

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EXHIBIT L

ASSIGNMENT

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment"), is made as of the _____ day of _____, 2001 by and between _____, a _____, ("Assignor") and _____, a _____ ("Assignee").

W I T N E S S E T H:

WHEREAS, by Agreement to Purchase Buildings ("Purchase Agreement") dated as of _____, 2001, by and between Assignor and Assignee, Assignor agreed to sell to Assignee certain real property and the improvements located thereon ("Property") as more particularly described in the Purchase Agreement; and

WHEREAS, the Purchase Agreement provides, inter alia, that Assignor shall assign to Assignee rights to certain intangible property and that Assignee shall assume all of the obligations of Assignor under such intangible property from and after the date of such assignment, and that Assignor and Assignee shall enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment of Contracts, Licenses and Permits. Assignor hereby assigns, sets over and transfers to Assignee, to the extent assignable (without representation or warranty as to assignability) on the terms described below without prejudicing Assignor's reserved rights and benefits described below, all of its right, title and interest in, to and under (a) the contracts described in Exhibit A attached hereto and incorporated herein by this reference (herein collectively called the "Contracts"), (b) all licenses, permits and other written authorizations necessary for the use, operation or ownership of the Property (herein collectively called the "Licenses and Permits"), and (c) all rights of Assignor in all intangible property owned by Assignor and useful in connection with the Property ("Intangible Property"), including; without limitation, all permits, approvals, land use and other rights to construct Building 4 (as defined in the Purchase Agreement), and the Garage (as defined in the Purchase Agreement) (without representation or warranty as to the existence or extent thereof). Notwithstanding the foregoing, with respect to the Settlement Agreement, Siemens Indemnity and Siemens Guaranty described on Exhibit A (collectively, the "Siemens Agreements") and all of Assignor's rights and interest in any indemnification, hold harmless and defense obligations received by Assignor relating to the Property, Assignor reserves unto itself the rights and benefits of the Siemens Agreements and such indemnification, defense and hold harmless obligations, it being understood and agreed that if the Siemens Agreements and such indemnification, defense and hold harmless obligations are assignable and transferable to Assignee as described herein, then, on the date of this Assignment, the benefits of such indemnification, defense and hold harmless obligations shall be held on a non-exclusive basis by both Assignor and Assignee.

2. Assumption and Indemnity. Assignee hereby (a) assumes and takes

responsibility for all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, the Licenses and Permits and Intangible Property arising or accruing after the date hereof and (b) agrees to indemnify, defend and hold harmless Assignor from all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, Licenses and Permits and Intangible Property arising or accruing on or after the date hereof. Assignor agrees to indemnify, defend and hold harmless Assignee from all damages, losses, costs, claims, liabilities, expenses, demands, and obligations of any kind or nature whatsoever attributable to the Contracts, Licenses and Permits and Intangible Property arising or accruing before the date hereof.

3. Miscellaneous. This Assignment and the obligations of the parties

hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. Severability. If any term or provision of this Assignment or the

application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

5. Counterparts. This Assignment may be executed in counterparts, each of

which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR:

_____, a

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

EXHIBIT M

SIEMENS ESTOPPEL

September __, 2001

EMBP 455, L.L.C.
VeriSign, Inc.
487 East Middlefield Road
Mountain View, California 94043

RE: Settlement Agreement (the "Settlement Agreement") dated November , 1993 by and between Sobrato Development ----- Companies, John A. Sobrato and Susan R. Sobrato, both individually and as Trustees of the John A. Sobrato and Susan R. Sobrato 1979 Revocable Trust, Ann R. Sobrato, John Michael Sobrato as Trustee of the Ann Sobrato 1989 Revocable Trust, and Ellis-Middlefield Business Park, a limited partnership (collectively "Sobrato"), and Litronix, Inc., a California corporation, and Siemens Components, Inc., a Delaware corporation ("SCI")

Ladies and Gentlemen:

The undersigned understand that EMBP 455, L.L.C. ("EMBP 455") intends to acquire the Properties (as defined in the Settlement Agreement) and lease the Properties to VeriSign, Inc. ("VeriSign"). In connection with the acquisition, (i) Ellis-Middlefield Business Park is assigning to EMBP 455 its rights under the Settlement Agreement on a non-exclusive basis, (ii) pursuant to Section 6 of the Settlement Agreement, SCI is executing and delivering to EMBP 455 and VeriSign an indemnification agreement (the "Indemnification Agreement") of even date herewith, and (iii) pursuant to Section 6 of the Settlement Agreement, Siemens Corporation, Inc., a Delaware corporation ("Siemens"), is executing and delivering to EMBP 455 and VeriSign a guaranty (the "Guaranty") of even date herewith. SCI hereby certifies and confirms to and agrees with EMBP 455 and VeriSign as follows:

1. The Settlement Agreement is presently in full force and effect and has not been changed, altered, amended or modified.
2. There exists no default under the Settlement Agreement.
3. SCI acknowledges that pursuant to Paragraph 19 of the Settlement Agreement, Ellis-Middlefield Business Park is entitled to assign its rights under the Settlement Agreement to EMBP 455 on a non-exclusive basis, and that upon such assignment, EMBP 455 shall be entitled to the same benefits as are afforded to Ellis-Middlefield Business Park under the Settlement Agreement.

4. There are no existing defenses or rights of set off which SCI or Siemens have against enforcement of the Settlement Agreement, the Indemnification Agreement or the Guaranty.

SCI and Siemens understand that EMBP 455 and VeriSign are purchasing and leasing the Properties in reliance upon the certifications and agreements set forth herein, and agree that they may rely upon such certification and agreements for such purposes.

IN WITNESS WHEREOF, SCI and Siemens have executed and delivered this letter as of the _____ day of September, 2001.

SIEMENS COMPONENTS, INC., a
Delaware corporation

By: _____
Its: _____

SIEMENS CORPORATION, INC., a
Delaware corporation

By: _____
Its: _____

EXHIBIT N

ACCESS AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Ellis-Middlefield Business Park
C/o Sobrato Development Companies
10600 North De Anza Blvd.
Cupertino, CA 95014-2075

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement"), is made as of the _____ day of _____, 2001 by and between Ellis-Middlefield Business Park, a California limited partnership ("Ellis-Middlefield"), and EMBP 455, L.L.C., a California limited liability company ("Owner").

W I T N E S S E T H :

WHEREAS, by Agreement to Purchase Buildings ("Purchase Agreement") dated as of _____, 2001 ("Purchase Agreement"), originally entered into by and between Ellis-Middlefield and VeriSign, Inc., a Delaware corporation, Owner purchased that certain real property and the improvements located thereon more particularly described on Exhibit A attached hereto ("Property");

WHEREAS, the transfer of the Property was effectuated by the recordation in the Official Records of Santa Clara County, California ("Official Records") on the date of this Agreement of a Grant Deed, pursuant to which Owner acquired title to the Property subject to that certain Administrative Order For Remedial Design and Remedial Action of the United States Environmental Protection Agency Region IX bearing U.S. EPA Docket No. 91-4 (as hereafter amended from time to time, the "EPA Order"); and

WHEREAS, pursuant to the Purchase Agreement, Ellis-Middlefield and Owner executed that certain Assignment, pursuant to which, among other things, the right, title and interest of Ellis-Middlefield in and to that certain Settlement Agreement dated as of November __, 1993 ("Settlement Agreement") by and between Sobrato Development Companies, John A. Sobrato and Susan R. Sobrato, both individually and as trustees of the John A. Sobrato and Susan R.

Sobrato 1979 Revocable Trust, Ann R. Sobrato, John Michael Sobrato as trustee of the Ann Sobrato 1989 Revocable Trust, and Ellis-Middlefield (collectively, the "Indemnitees"), Siemens Components, Inc. (SCI) and Litronix, Inc. was assigned to Owner on the terms and conditions set forth in the Assignment.

WHEREAS, the parties desire to comply with the requirements of the EPA Order and Settlement Agreement relating to access to the Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other valuable consideration, the parties hereto hereby agree as follows:

4. Grant of Access Pursuant to EPA Order. Owner, on behalf of itself and

its successors in interest to all or any portion of the Property, agrees to allow the United States Environmental Protection Agency ("EPA") and its authorized representatives and contractors such access to the Property as is required pursuant to law, and as is required to be provided pursuant to the EPA Order by the Respondents identified in the EPA Order (including without limitation Section XX (A) thereof). In addition, and without limiting the foregoing, Owner, on behalf of itself and its successors in interest to all or any portion of the Property, shall within a reasonable time after request therefor grant easements over and rights of entry to the Property to the Benefited Parties (defined below) from time to time as reasonably necessary for the Benefited Parties to perform the work required by and to and fulfill the obligations under the EPA Order or Settlement Agreement. As used in this Agreement, "Benefited Parties" shall mean all of the following: Ellis-Middlefield and the other Indemnitees; all Respondents as defined and named in the EPA Order and their respective officers, directors, agents, employees, successors and assigns; the EPA, the State of California; SCI; and the respective contractors and authorized representatives of each of the foregoing.

5. Successors. This Agreement and the obligations of the parties hereunder

shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors, assigns and personal representatives, and subsequent owners of any portion of the Property. This Agreement and the obligations of the Owner hereunder shall also and inure to the benefit of the Benefited Parties. Prior to the conveyance of any interest in any portion of the Property, Owner shall cause the transferee to acknowledge in writing that it will comply with and be bound by the terms and conditions of this Agreement applicable to Owner, provided that no such failure to obtain such written acknowledgment shall relieve the transferee of the obligation to comply with the terms and conditions of this Agreement.

6. Miscellaneous. This Agreement and the obligations of the parties

hereunder shall survive the closing of the transaction referred to in the Purchase Agreement and shall not be merged therein, shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be wholly performed within said State and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. The headings preceding the text of the paragraphs and subparagraphs

hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

7. Severability. If any term or provision of this Agreement or the

application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. Counterparts. This Agreement may be executed in counterparts, each of

which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

9. Attorneys Fees. If any legal proceeding is brought or undertaken to

enforce or interpret this Agreement, or because of an alleged dispute, breach, or default in connection with any of the provisions of this Agreement, then the prevailing party or parties in such proceeding shall be entitled to recover reasonable attorneys' and other professionals' fees, court costs and other expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth hereinabove.

ELLIS-MIDDLEFIELD BUSINESS PARK, a
California limited partnership

By: THE 1979 JAS TRUST
Its: sole general partner

By: _____
JOHN MICHAEL SOBRATO,
Trustee

EMBP 455, L.L.C., a California limited
liability company:

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION

685 EAST MIDDLEFIELD

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, described as follows:

Parcels A, B, and C, of Parcel Map recorded in Book 314 of Maps, Page 14, pursuant to the Lot Line Adjustment, recorded September 15, 1988 in Book K 681, Page 1392 and Book K 681, Page 1396 of Official Records.

EXCEPTING THEREFROM all that portion of land granted the Santa Clara County Transit District by deed filed for record in the office of the Recorder of the County of Santa Clara on June 5, 1997 under Recorder's Series No. 13728710, Official Records, and being more particularly described as follows:

All that certain real property situated in the City of Mountain View, County of Santa Clara, State of California, and being a portion of Parcel C as shown on that certain Parcel Map recorded in Book 314 of Maps, at Page 14, Records of Santa Clara County and being described as follows:

BEGINNING at the most Easterly corner of said Parcel C, said point also being on a non-tangent curve to the right (concave to the Northwest) the center of which bears N 66(Degree) 57' 42" W, 548.11 feet;

Thence along the arc of said curve, and along the Southeasterly line of said Parcel C, through a central angle of 12(Degree) 16' 03", for an arc length of 117.35 feet to a point on a non-tangent curve to the left (concave to the Northwest) the center of which bears N 56(Degree) 02' 06" W, 560.00 feet;

Thence departing said Southeasterly line along the arc of said curve through a central angle of 12(Degree) 05' 27", for an arc length of 118.17 feet to a point on the Northeasterly line of said Parcel C, said point being on a non-tangent curve to the right (concave to the Southwest) the center of which bears S 46(Degree) 17' 13" W, 1,450.00 feet;

Thence along said Northeasterly line and along the arc of said curve through a central angle of 00(Degree) 06' 24", for an arc length of 2.70 feet to the point of beginning.

ARB No: 159-40-048; 049; 050
APN No: 160-52-016; 17; 20

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL
 CORPORATE OFFICERS(S)

Title(s)
 PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____,

personally known to me -OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

INDIVIDUAL
 CORPORATE OFFICERS(S)

Title(s)
 PARTNER(S) LIMITED
 GENERAL

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

