EXHIBIT 10.6  
  
 LEASE AGREEMENT  
  
  
THIS LEASE, made this 14th day of July , 1998 between THE ARRILLAGA  
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FOUNDATION and THE XXXXX FOUNDATION (d.b.a. A&P FOUNDATIONS)  
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-----------, hereinafter called Landlord, and  
CACHEFLOW, INC., a Delaware corporation  
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--------------------------------------------------------, hereinafter called  
Tenant.  
  
 WITNESSETH:  
  
Landlord hereby leases to Tenant and Tenant hereby hires and takes from Landlord  
those certain premises (the "Premises") outlined in red on Exhibit "A", attached  
hereto and incorporated herein by this reference thereto more particularly  
described as follows:  
  
A portion of that certain 52,825+ square foot, two-story building located at 000  
Xxxxxxx Xxxxxx, Xxxxxxxxx, Xxxxxxxxxx 00000, consisting of approximately 39,115+  
square feet on the first floor of the building. Said Premises is more  
particularly shown within the area outlined in Red on Exhibit A attached hereto.  
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The entire parcel, of which the Premises is a part, is shown within the area  
outlined in Green on Exhibit A attached. The Premises shall be improved by  
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Landlord as shown on Exhibit B attached hereto, and is leased on an "as-is"  
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basis, in its present condition, and in the configuration as shown in Red on  
Exhibit B attached hereto.  
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The word "Premises as used throughout this lease is hereby defined to include  
the nonexclusive use of landscaped areas, sidewalks and driveways in front of or  
adjacent to the Premises, and the nonexclusive use of the area directly  
underneath or over such sidewalks and driveways. The gross leasable area of the  
building shall be measured from outside of exterior walls to outside of exterior  
walls, and shall include any atriums, covered entrances or egresses and covered  
loading areas.  
  
Said letting and hiring is upon and subject to the terms, covenants and  
conditions hereinafter set forth and Tenant covenants as a material part of the  
consideration for this Lease to perform and observe each and all of said terms,  
covenants and conditions. This Lease is made upon the conditions of such  
performance and observance.  
  
1. USE Tenant shall use the Premises only in conformance with applicable  
governmental laws, regulations, rules and ordinances for the purpose of general  
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office, light manufacturing, research and development, and storage and other  
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uses necessary for Tenant to conduct Tenant's business, provided that such uses  
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shall be in accordance with all applicable governmental laws and ordinances  
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 , and for no other purpose. Tenant shall not do or permit to  
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be done in or about the Premises nor bring or keep or permit to be brought or  
kept in or about the Premises anything which is prohibited by or will in any  
way increase the existing rate of (or otherwise affect) fire or any insurance  
covering the Premises or any part thereof, or any of its contents, or will  
cause a cancellation of any insurance covering the Premises or any part  
thereof, or any of its contents. Tenant shall not do or permit to be done  
anything in, on or about the Premises which will in any way obstruct or  
interfere with the rights of other tenants or occupants of the Premises or  
neighboring premises or Injure or annoy them, or use or allow the Premises to  
be used for any improper, immoral, unlawful or objectionable purpose, nor  
shall Tenant cause, maintain or permit any nuisance in, on or about the  
Premises. No sale by auction shall be permitted on the Premises. Tenant shall  
not place any upon the floors, walls, or ceiling which endanger the structure,  
or place any harmful fluids or other materials in the drainage system of the  
building, or overload existing electrical or other mechanical systems. No  
waste materials or refuse shall be dumped upon or permitted to remain upon any  
part of the Premises or outside of the building in which the Premises are a  
part, except in trash containers placed inside exterior enclosures designated  
by Landlord for that purpose or inside of the building proper where designated  
by Landlord. No materials, supplies, equipment, finished products or semi-  
finished products, raw materials or articles of any nature shall be stored  
upon or permitted to remain outside the Premises. Tenant shall not place  
anything or allow anything to be placed near the glass of any window, door  
partition or wall which may appear unsightly from outside the Premises. No  
loudspeaker or other device, system or apparatus which can be heard outside  
the Premises shall be used in or at the Premises without the prior written  
consent of Landlord. Tenant shall not commit or suffer to be committed any  
waste in or upon the Premises. Tenant shall indemnify, defend and hold  
Landlord harmless against any loss, expense, damage, reasonable attorneys'  
fees, or liability arising out of failure of Tenant to comply with any  
applicable law. Tenant shall comply with any covenant, condition, or  
restriction ("CC&R's") affecting the Premises. The provisions of this  
paragraph are for the benefit of Landlord only and shall not be construed to  
be for the benefit of any tenant or occupant of the Premises.  
  
2. TERM \*  
 A. The term of this Lease shall be for a period of SEVEN ( 7 )  
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SEVENTEEN (17) DAYS years (unless sooner terminated as hereinafter provided)  
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and, subject to Paragraphs 2B and 3, shall commence on the 15th day  
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of August ,19 98  
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and end on the 31st day of August , 2005.  
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 B. Possession of the Premises shall be deemed tendered and the term of the  
Lease shall commence when the first of the following occurs:  
  
 (a) One day after a Certificate of Occupancy is granted by the proper  
governmental agency, or, if the governmental agency having jurisdiction over the  
area in which the Premises are situated does not issue certificates of  
occupancy, then the same number of days after certification by Tenant's  
architect or contractor that Landlord's construction work has been completed; or  
  
 (b) Upon the occupancy of the Premises by any of Tenant's operating  
personnel; or  
  
 (c) When the Tenant Improvements have been substantially completed for  
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Tenant's use and occupancy, in accordance and compliance with Exhibit B of  
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this Lease Agreement; or  
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 (d) As otherwise agreed in writing.  
  
\* It is agreed in the event said Lease commences on a date other than the  
 first day of the month the term of the Lease will be extended to account for  
 the number of days in the partial month. The Basic Rent during the resulting  
 partial month will be pro-rated (for the number of days in the partial  
 month) at the Basic Rent rate scheduled for the projected commencement date  
 as shown in Paragraph 39.  
  
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3. POSSESSION If Landlord, for any reason whatsoever, cannot deliver  
possession of said premises to Tenant at the commencement of the said term, as  
hereinbefore specified, this Lease shall not be void or voidable; no obligation  
of Tenant shall be affected thereby; nor shall Landlord or Landlord's agents be  
liable to Tenant for any loss or damage resulting therefrom; but in that event  
the commencement and termination dates of the Lease, and all other dates  
affected thereby shall be revised to conform to the date of Landlord's delivery  
of possession, as specified in Paragraph 2B, above. The above is, however,  
subject to the provision that the period of delay of delivery of the Premises  
shall not exceed 30 days from the commencement date herein  
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(except those delays caused by Acts of God, strikes, war, utilities,  
governmental bodies, weather, unavailable materials, and delays beyond  
Landlord's control shall be excluded in calculating such period) in which  
instance Tenant, at its option, may, by written notice to Landlord, terminate  
this Lease.  
  
4. RENT  
 A. Basic Rent. Tenant agrees to pay to Landlord at such place as Landlord may  
designate without deduction, offset, prior notice, or demand, and Landlord  
agrees to accept as Basic Rent for the leased Premises the total sum of NINE  
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MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SEVENTY THREE AND 40/100  
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Dollars ($ 9,253,473.40 -------------------------------------- )  
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in lawful money of the United States of America, payable as follows:  
  
 See Paragraph 39 for Basic Rent Schedule  
  
  
 B. Time for Payment. Full monthly rent is due in advance on the first day of  
each calendar month. In the event that the term of this Lease commences on a  
date other than the first day of a calendar month, on the date of commencement  
of the term hereof Tenant shall pay to Landlord as rent for the period from such  
date of commencement to the first day of the next succeeding calendar month that  
proportion of the monthly rent hereunder which the number of days between such  
date of commencement and the first day of the next succeeding calendar month  
bears to thirty (30). In the event that the term of this Lease for any reason  
ends on a date other than the last day of a calendar month, on the first day of  
the last calendar month of the term hereof Tenant shall pay to Landlord as rent  
for the period from said first day of said last calendar month to and including  
the last day of the term hereof that proportion of the monthly rent hereunder  
which the number of days between said first day of said last calendar month and  
the last day of the term hereof bears to thirty (30).  
  
 C. Late Charge. Notwithstanding any other provision of this Lease, if Tenant  
is in default in the payment of rental as set forth in this Paragraph 4 when  
due, or any part thereof, Tenant agrees to pay Landlord, in addition to the  
delinquent rental due, a late charge for each rental payment in default ten (10)  
days. Said late charge shall equal ten percent (10%) of each rental payment so  
in default.  
  
 D. Additional Rent. Beginning with the commencement date of the term of this  
Lease, Tenant shall pay to Landlord or to Landlord's designated agent in  
addition to the Basic Rent and as Additional Rent the following:  
  
 (a) All Taxes relating to the Premises as set forth in Paragraph 9, and  
 (b) All insurance premiums relating to the Premises, as set forth in  
Paragraph 12, and  
 (c) All charges, costs and expenses, which Tenant is required to pay  
hereunder, together with all interest and penalties, costs and expenses  
including reasonable attorneys' fees and legal expenses, that may accrue thereto  
in the event of Tenant's failure to pay such amounts, and all damages,  
reasonable costs and expenses which Landlord may incur by reason of default of  
Tenant or failure on Tenant's part to comply with the terms of this Lease. In  
the event of nonpayment by Tenant of Additional Rent, Landlord shall have all  
the rights and remedies with respect thereto as Landlord has for nonpayment of  
rent.  
  
 The Additional Rent due hereunder shall be paid to Landlord or Landlord's  
agent (i) within five days for taxes and insurance and within thirty days for  
all other Additional Rent items after presentation of invoice from Landlord or  
Landlord's agent setting forth such Additional Rent and/or (ii) at the option of  
Landlord, Tenant shall pay to Landlord monthly, in advance, Tenant's prorata  
share of an amount estimated by Landlord to be Landlord's approximate average  
monthly expenditure for such Additional Rent items, which estimated amount shall  
be reconciled within 120 days of the end of each calendar year or more  
frequently if Landlord elects to do so at Landlord's sole and absolute  
discretion as compared to Landlord's actual expenditure for said Additional Rent  
items, with Tenant paying to Landlord, upon demand, any amount of actual  
expenses expended by Landlord in excess of said estimated amount, or Landlord  
crediting to Tenant (providing Tenant is not in default in the performance of  
any of the terms, covenants and conditions of this Lease) any amount of  
estimated payments made by Tenant in excess of Landlord's actual expenditures  
for said Additional Rent Items. Within thirty (30) days after receipt of  
Landlord's reconciliation, Tenant shall have the right, at Tenant's sole  
expense, to audit, at a mutually convenient time at Landlord's office,  
Landlord's records relating to the foregoing expenses. Such audit must be  
conducted by Tenant or an independent nationally recognized accounting firm that  
is not being compensated by Tenant or other third party on a contingency fee  
basis. Landlord shall be provided a complete copy of said audit at no expense to  
Landlord. If such audit reveals that Landlord has overcharged Tenant and the  
audit is not challenged by Landlord, the amount overcharged shall be credited to  
Tenant's account within thirty (30) days after the audit is concluded.  
  
 The respective obligations of Landlord and Tenant under this paragraph shall  
survive the expiration or other termination of the term of this Lease, and if  
the term hereof shall expire or shall otherwise terminate on a day other than  
the last day of a calendar year, the actual Additional Rent incurred for the  
calendar year in which the term hereof expires or otherwise terminates shall be  
determined and settled on the basis of the statement of actual Additional Rent  
for such calendar year and shall be prorated in the proportion which the number  
of days in such calendar year preceding such expiration or termination bears to  
365.  
  
 E. Fixed Management Fee. Beginning with the Commencement Date of the Term of  
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this Lease, Tenant shall pay to Landlord, in addition to the Basic Rent and  
Additional Rent, a fixed monthly management fee ("Management Fee") equal to 3%  
of the Basic Rent due for each month during the Lease Term.  
  
 F. Place of Payment of Rent and Additional Rent. All Basic Rent hereunder and  
all payments hereunder for Additional Rent shall be paid to Landlord at the  
office of Landlord at A&P Foundations, 0000 Xxxxxxx Xxxxxxx Xxxx., Xxxxx 000,  
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Xxxxx Xxxxx, XX 00000 or to such other person or to such other place as Landlord  
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may from time to time designate in writing.  
  
\* G. Security Deposit. Concurrently with Tenant's execution of this Lease,  
Tenant shall deposit with Landlord the sum of TWO HUNDRED FORTY TWO THOUSAND  
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FIVE HUNDRED THIRTEEN AND NO/100 Dollars ($ 242,513.00 ----------------------).  
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Said sum shall be held by Landlord as a Security Deposit for the faithful  
performance by Tenant of all of the terms, covenants, and conditions of this  
Lease to be kept and performed by Tenant during the term hereof. If Tenant  
defaults with respect to any provision of this Lease, including, but not limited  
to, the provisions relating to the payment of rent and any of the monetary sums  
due herewith, Landlord may (but shall not be required to) use, apply or retain  
all or any part of this Security Deposit for the payment of any other amount  
which Landlord may spend by reason of Tenant's default or to compensate Landlord  
for  
  
\*$121,256.50 Cash due upon Lease execution.  
$121,256.50 Promissory Note due November 1, 1998  
  
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any other loss or damage which Landlord may suffer by reason of Tenant's  
default. If any portion of said Deposit is so used or applied, Tenant shall,  
within ten (10) days after written demand therefor, deposit cash with Landlord  
in the amount sufficient to restore the Security Deposit to its original amount.  
Tenant's failure to do so shall be a material breach of this Lease. Landlord  
shall not be required to keep this Security Deposit separate from its general  
funds, and Tenant shall not be entitled to interest on such Deposit. If Tenant  
fully and faithfully performs every provision of this Lease to be performed by  
it, the Security Deposit or any balance thereof shall be returned to Tenant (or  
at Landlord's option, to the last assignee of Tenant's interest hereunder) at  
the expiration of the Lease term and after Tenant has vacated the Premises. In  
the event of termination of Landlord's interest in this Lease, Landlord shall  
transfer said Deposit to Landlord's successor in interest whereupon Tenant  
agrees to release Landlord from liability for the return of such Deposit or the  
accounting therefor.  
  
5. ACCEPTANCE AND SURRENDER OF PREMISES By entry hereunder Tenant accepts the  
Premises as being included in good and sanitary order, condition and repair, and  
accepts the building and improvements included in the Premises in their present  
condition, subject to Landlord's obligation to complete the improvements  
described in Exhibit B hereto and to Paragraph 52, and without representation or  
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warranty by Landlord as to the condition of such building or as to the use or  
occupancy which may be made thereof. Any exceptions to the foregoing must be by  
written agreement executed by Landlord and Tenant. Tenant agrees on the last day  
of the Lease term, or on the sooner termination of this Lease, to surrender the  
Premises promptly and peaceably to Landlord in good condition and repair (damage  
by Acts of God, fire, normal wear and tear excepted), with all interior walls  
painted, or cleaned so that they appear freshly painted, and repaired and  
replaced, if damaged; all floors cleaned and waxed; all carpets cleaned and  
shampooed; all broken, marred or nonconforming accoustical ceiling tiles  
replaced; all windows washed; the airconditioning and heating systems serviced  
by a reputable and licensed service firm and in good operating condition and  
repair; the plumbing and electrical systems and lighting in good order and  
repair, including replacement of any burned out or broken light bulbs or  
ballasts; the lawn and shrubs in good condition including the replacement of any  
dead or damaged plantings; the sidewalk, driveways and parking areas in good  
order, condition and repair; together with all alterations, additions, and  
improvements which may have been made in, to, or on the Premises (except  
moveable trade fixtures installed at the expense of Tenant) except that Tenant  
shall ascertain from Landlord within thirty (30) days before the end of the term  
of this Lease whether Landlord desires to have the Premises or any part or parts  
thereof restored to their condition and configuration as when the Premises were  
delivered to Tenant and if Landlord shall so desire, then Tenant shall restore  
said Premises or such part or parts thereof before the end of this Lease at  
Tenant's sole cost and expense. Tenant, on or before the end of the term or  
sooner termination of this Lease; shall remove all of Tenant's personal property  
and trade fixtures from the Premises, and all property not so removed on or  
before the end of the term or sooner termination of this Lease shall be deemed  
abandoned by Tenant and title to same shall thereupon pass to Landlord without  
compensation to Tenant. Landlord may, upon termination of this Lease, remove all  
moveable furniture and equipment so abandoned by Tenant, at Tenant's sole cost,  
and repair any damage caused by such removal at Tenant's sole cost. If the  
Premises be not surrendered at the end of the term or sooner termination of this  
Lease, Tenant shall indemnify Landlord against loss or liability resulting from  
the delay by Tenant in so surrendering the Premises including, without  
limitation, any claims made by any succeeding tenant founded on such delay.  
Nothing contained herein shall be construed as an extension of the term hereof  
or as a consent of Landlord to any holding over by Tenant. The voluntary or  
other surrender of this Lease or the Premises by Tenant or a mutual cancellation  
of this Lease shall not work as a merger and, at the option of Landlord, shall  
either terminate all or any existing subleases or subtenancies or operate as an  
assignment to Landlord of all or any such subleases or subtenancies.  
  
6. ALTERATIONS AND ADDITIONS Tenant shall not make, or suffer to be made, any  
alteration or addition to the Premises, or any part thereof, without the written  
consent of Landlord first had and obtained by Tenant (such consent not to be  
unreasonably withheld), but at the cost of Tenant, and any addition to, or  
alteration of, the Premises, except moveable furniture and trade fixtures, shall  
at once become a part of the Premises and belong to Landlord. Landlord reserves  
the right to reasonably approve all contractors and mechanics proposed by Tenant  
to make such alterations and additions. Tenant shall retain title to all  
moveable furniture and trade fixtures placed in the Premises. All heating,  
lighting, electrical, airconditioning, floor to ceiling partitioning, drapery,  
carpeting, and floor installations made by Tenant, together with all property  
that has become an integral part of the Premises, shall not be deemed trade  
fixtures. Tenant agrees that it will not proceed to make such alteration or  
additions, without having obtained consent from Landlord to do so, (which  
consent shall not be unreasonably withheld by Landlord), and until five (5) days  
from the receipt of such consent, in order that Landlord may post appropriate  
notices to avoid any liability to contractors or material supplies for payment  
for Tenant's improvements. Tenant will at all times permit such notices to be  
posted and to remain posted until the completion of work. Tartar shall, if  
required by Landlord, secure at Tenant's own cost and expense, a completion and  
lien indemnity bond, satisfactory to Landlord, for such work. Tenant further  
covenants and agrees that any mechanic's lien filed against the Premises for  
work claimed to have been done for, or materials claimed to have been furnished  
to Tenant, will be discharged by Tenant, by bond or otherwise, within ten (10)  
days after the filing thereof, at the cost and expense of Tenant. Any exceptions  
to the foregoing must be made in writing and executed by both Landlord and  
Tenant.  
  
7. TENANT MAINTENANCE Tenant shall, at its sole cost and expense, keep and  
maintain the Premises (including appurtenances) and every part thereof in a high  
standard of maintenance and repair, and in good and sanitary condition. Tenant's  
maintenance and repair responsibilities herein referred to include, but are not  
limited to janitorization, plumbing systems within the non-common areas of the  
Premises (such as water and drain lines, sinks), electrical systems within the  
non-common areas of the Premises (such as outlets, lighting fixtures, lamps,  
bulbs, tubes, ballasts), heating and airconditioning controls within the non-  
common areas of the Premises (such as mixing boxes, thermostats, time clocks,  
supply and return grills), all interior improvements within the premises  
including but not limited to: wall coverings, window coverings, acoustical  
ceilings, vinyl tile, carpeting, partitioning, doors (both interior and  
exterior, including closing mechanisms, latches, locks), and all other interior  
improvements of any nature whatsoever. Tenant agrees to provide carpet xxxxxxx  
under all rolling chairs or to otherwise be responsible for war and tear of the  
carpet caused by such rolling chairs if such wear and tear exceeds that caused  
by normal foot traffic in surrounding areas. Areas of excessive wear shall be  
replace at Tenant's sole expense upon Lease termination.  
  
8. [DELETED]  
  
9. TAXES  
 A. As Additional Rent and in accordance with Paragraph 4D of this Lease,  
Tenant shall pay to Landlord, or if Landlord so directs, directly to the Tax  
Collector, all Real Property Taxes relating to the Premises. In the event the  
Premises leased hereunder consist of only a portion of the entire tax parcel,  
Tenant shall pay to Landlord Tenant's proportionate share of such real estate  
taxes allocated to the leased Premises by square footage or other reasonable  
basis as calculated and determined by Landlord. If the tax billing pertains 100%  
to the leased Premises, and Landlord chooses to have Tenant pay said real estate  
taxes directly to the Tax Collector, then in such event it shall be the  
responsibility of Tenant to obtain the tax and assessment bills and pay, prior  
to delinquency, the applicable real property taxes and assessments pertaining to  
the leased Premises, and failure to receive a xxxx for taxes and/or assessments  
shall not provide a basis for cancellation of or nonresponsibility for payment  
of penalties for nonpayment or late payment by Tenant. The term "Real Property  
Taxes", as used herein, shall mean (i) all taxes, assessments, levies and other  
charges of any kind or nature whatsoever, general and special, foreseen and  
unforeseen (including all installments of principal and interest required to pay  
any general or special assessments for public improvements and any increases  
resulting from reassessments caused by any change in ownership of the Premises)  
now or hereafter imposed by any governmental or quasi-governmental authority or  
special district having the direct or indirect power to tax or levy assessments,  
which are levied or assessed against, or with respect to the value, occupancy or  
use of, all or any portion of the Premises (as now constructed or as may at any  
time hereafter be constructed, altered or otherwise changed) or Landlord's  
interest therein; any improvements located within the Premises (regardless of  
ownership); the fixtures, equipment and other property of Landlord, real or  
personal, that are an integral part of and located in the Premises; or parking  
areas, public utilities, or energy within the Premises; (ii) all charges, levies  
or fees imposed by reason of environmental regulation or other governmental  
control of the Premises; and (iii) all costs and fees (including  
  
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reasonable attorneys' fees) incurred by Landlord in reasonably contesting any  
Real Property Tax and in negotiating with public authorities as to any Real  
Property Tax. If at any time during the term of this Lease the taxation or  
assessment of the Premises prevailing as of the commencement date of this Lease  
shall be altered so that in lieu of or in addition to any Real Property Tax  
described above there shall be levied, assessed or imposed (whether by reason of  
a change in the method of taxation or assessment, creation of a new tax or  
charge, or any other cause) an alternate or additional tax or charge (i) on the  
use or occupancy of the Premises or Landlord's interest therein or (ii)  
on ore measured by the gross receipts, income or rentals from the Premises, on  
Landlord's business of leasing the Premises, or computed in any manner with  
respect to the operation of the Premises, then any such tax or charge, however  
designated shall be included within the meaning of the term "Real Property  
Taxes" for purposes of this Lease. If any Real Property Tax is based upon  
property or rents unrelated to the Premises, then only that part of such Real  
Property Tax that is fairly allocable to the Premises shall be included within  
the meaning of the term "Real Property Taxes". Notwithstanding the foregoing,  
the term "Real Property Taxes" shall not include estate, inheritance, gift or  
franchise taxes of Landlord or the federal or state net income tax imposed on  
Landlord's income from all sources.  
  
 B. Taxes on Tenant's Property. Tenant shall be liable for and shall pay ten  
days before delinquency, taxes levied against any personal property or trade  
fixtures placed by Tenant in or about the Premises. If any such taxes on  
Tenant's personal property or trade fixtures are levied against Landlord or  
Landlord's property or of the assessed value of the Premises is increased by the  
inclusion therein of a value placed upon such personal property or trade  
fixtures of Tenant and if Landlord, after written notice to Tenant, pays the  
taxes based on such increased assessment, which Landlord shall have the right to  
do regardless of the validity thereof, but only under proper protest if  
requested by Tenant. Tenant shall upon demand, as the case may be, repay to  
Landlord the taxes so levied against Landlord, or the proportion of such taxes  
resulting from such increase in the assessment; provided that in any such event  
Tenant shall have the right, in the name of Landlord and with Landlord's full  
cooperation, to bring suit in any court of competent jurisdiction to recover  
the amount of such taxes so paid under protest, and any amount so recovered  
shall belong to Tenant.  
  
10. LIABILITY INSURANCE Tenant, at Tenant's expense, agrees to keep in force  
during the term of this Lease a policy of commercial general liability insurance  
with combined single limit coverage of not less than Two Million Dollars  
($2,000,000) per occurrence for bodily injury and property damage occurring in,  
on or about the Premises, including parking and landscaped areas. Such insurance  
shall be primary and noncontributory as respects any insurance carried by  
Landlord. The policy or policies effecting such insurance shall name Landlord  
as additional insureds, and shall insure any liability of Landlord, contingent  
or otherwise, as respects acts or omissions of Tenant, its agents, employees or  
invitees or otherwise by any conduct or transactions of any of said persons in  
or about or concerning the Premises, including any failure of Tenant to observe  
or perform any of its obligations hereunder; shall be issued by an insurance  
company admitted to transact business in the State of California; and shall  
provide that the insurance effected thereby shall not be canceled, except upon  
thirty (30) days prior written notice to Landlord. A certificate of insurance of  
said policy shall be delivered to Landlord. If, during the term of this Lease,  
in the considered opinion of Landlord's Lender, insurance advisor, or counsel,  
the amount of insurance described in this Paragraph 10 is not adequate, Tenant  
agrees to increase said coverage to such reasonable amount as Landlord's Lender,  
insurance advisor, or counsel shall deem adequate.  
  
11. TENANT'S PERSONAL PROPERTY INSURANCE AND XXXXXXX'X COMPENSATION INSURANCE  
Tenant shall maintain a policy or policies of fire and property damage insurance  
in "all risk" form with a sprinkler leakage endorsement insuring the personal  
property, inventory, trade fixtures, and leasehold improvements within the  
leased Premises for the full replacement value thereof. The proceeds from any of  
such policies shall be used for the repair or replacement of such items so  
insured.  
  
 Tenant shall also maintain a policy or policies of xxxxxxx'x compensation  
insurance and any other employee benefit insurance sufficient to comply with all  
laws.  
  
12. PROPERTY INSURANCE Landlord shall purchase and keep in force, and as  
Additional Rent and in accordance with Paragraph 4D of this Lease, Tenant shall  
pay to Landlord (or Landlord's agent if so directed by Landlord) Tenant's  
proportionate share (allocated to the leased Premises by square footage or  
other equitable basis as calculated and determined by Landlord) of the  
deductibles on insurance claims and the cost of, policy or policies of insurance  
covering loss or damage to the Premises (excluding routine maintenance and  
repairs and incidental damage or destruction caused by accidents or vandalism  
for which Tenant is responsible under Paragraph 7) in the amount of the full  
replacement value thereof, providing protection against those perils included  
within the classification of "all risks" insurance and flood and/or earthquake  
insurance, if available, plus a policy of rental income insurance in the amount  
of one hundred (100%) percent of twelve (12) months Basic Rent, plus sums paid  
as Additional Rent. If such insurance cost is increased due to Tenant's use of  
the Premises, Tenant agrees to pay to Landlord the full cost of such increase.  
Tenant shall have no interest in nor any right to the proceeds of any insurance  
procured by Landlord for the Premises.  
  
 Landlord and Tenant do each hereby respectively release the other, to the  
extent of insurance coverage of the releasing party, from any liability for loss  
or damage caused by fire or any of the extended coverage casualties included in  
the releasing party's insurance policies, irrespective of the cause of such fire  
or casualty; provided, however, that if the Insurance policy of either releasing  
party prohibits such waiver, then this waiver shall not take effect until  
consent to such waiver is obtained. If such waiver is so prohibited, the  
insured party affected shall promptly notify the other party thereof.  
  
13. INDEMNIFICATION Landlord shall not be liable to Tenant and Tenant hereby  
waives all claims against Landlord for any injury to or death of any person or  
damage to or destruction of property in or about the Premises by or from any  
cause whatsoever, including, without limitation, gas, fire, oil, electricity  
or leakage of any character from the roof, walls, basement or other portion of  
the Premises but excluding, however, the willful misconduct or negligence of  
Landlord, its agents, servants, employees, invitees, or contractors of which  
negligence Landlord has knowledge and reasonable time to correct. Except as to  
injury to persons or damage to property to the extent arising from the willful  
misconduct or the negligence of Landlord, its agents, servants, employees,  
invitees, or contractors. Tenant shall hold Landlord harmless from and defend  
Landlord against any and all expenses, including reasonable attorneys' fees,  
in connection therewith, arising out of any injury to or death of any person  
or damage to or destruction of property occurring in, on or about the  
Premises, or any part thereof, from any cause whatsoever.  
  
14. COMPLIANCE Tenant, at its sole cost and expense, shall promptly comply  
with all laws, statutes, ordinances and governmental rules, regulations or  
requirements now or hereafter in effect; with the requirements of any board of  
fire underwriters or other similar body now or hereafter constituted; and with  
any direction or occupancy certificate issued pursuant to law by any public  
officer pertaining to Tenant's business and operations within the Premises or  
Tenant's use of the Premises; provided, however, that no such failure shall be  
deemed a breach of the provisions if Tenant, immediately upon notification,  
commences to remedy or rectify said failure. The judgement of any court of  
competent jurisdiction of the admission of Tenant in any action against Tenant,  
whether Landlord be a party thereto or not, that Tenant has violated any such  
law, statute, ordinance or governmental rule, regulation, requirement, direction  
or provision, shall be conclusive of that fact as between Landlord and Tenant.  
Tenant shall, at its sole cost and expense, comply with any and all requirements  
pertaining to said Premises, of any insurance organization or company, necessary  
for the maintenance of reasonable fire and public liability insurance covering  
requirements pertaining to said Premises.  
  
15. LIENS Tenant shall keep the Premises free from any liens arising out of any  
work performed, materials furnished or obligation incurred by Tenant. In the  
event that Tenant shall not, within ten (10) days following the imposition of  
such lien, cause the same to be released of record, Landlord shall have, in  
addition to all other remedies provided herein and by law, the right, but no  
obligation, to cause the same to be released by such means as it shall deem  
proper, including payment of the claim giving rise to such lien. All sums paid  
by Landlord for such purpose, and all expenses incurred by it in connection  
therewith, shall be payable to Landlord by Tenant on demand with interest at  
the prime rate of interest as quoted by the Bank of America.  
  
16. ASSIGNMENT AND SUBLETTING Tenant shall not assign, transfer, or  
hypothecate the leasehold estate under this Lease, or any interest therein, and  
shall not sublet the Premises, or any part thereof, or any right or privilege  
appurtenant thereto, or suffer any other person or entity to occupy or use the  
Premises, or any portion thereof, without, in each case, the prior written  
consent of Landlord which consent will not be unreasonably withheld. As a  
condition for granting this consent to any assignment, transfer, or subletting,  
Landlord shall require Tenant to pay to Landlord, as Additional Rent, all rents  
and/or additional consideration due Tenant from its assignees, transferees, or  
subtenants in excess of the Rent payable by Tenant to Landlord hereunder for the  
assigned, transferred and/or subleased space. Tenant shall, by thirty (30) days  
written notice, advise Landlord of its intent to assign or transfer Tenant's  
interest in the Lease or sublet the Premises or any portion thereof for any part  
of the term hereof. Within thirty (30) days after receipt of said written  
notice, Landlord may, in its sole discretion, elect to terminate this Lease as  
to the portion of the Premises described in Tenant's notice on the date  
specified in Tenant's notice by giving written notice of such election  
terminate. Notwithstanding the above, Landlord shall not have a right to  
terminate said Lease as related to a sublease unless Tenant subleases more than  
thirty percent (30%) of the entire Leased Premises. If no such notice to  
terminate is given to Tenant with said thirty (30) day period, tenant may  
proceed to locate an acceptable sublessee, assignee, or other transferee for  
presentment to Landlord for Landlord's approval, all in accordance with the  
terms, covenants, and conditions of this paragraph 16. If Tenant intends to  
sublet the entire Premises and Landlord elects to terminate this Lease, this  
Lease shall be terminated on the date specified in Tenant's notice. If, however,  
this Lease shall terminate pursuant to the foregoing with respect to less than  
all the Premises, the rent, as defined and reserved hereinabove shall be  
adjusted on a pro rata basis to the number of square feet retained by Tenant,  
and this Lease as so amended shall continue in full force and effect. In the  
event Tenant is allowed to assign, transfer or sublet the whole or any part of  
the Premises, with the prior written  
  
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consent of Landlord, no assignee, transferee or subtenant shall assign or  
transfer this Lease, either in whole or in part, or sublet the whole or any part  
of the Premises, without also having obtained the prior written consent of  
Landlord. A consent of Landlord to one assignment, transfer, hypothecation,  
subletting, occupation or use by any other person shall not release Tenant from  
any of Tenant's obligations hereunder or be deemed to be a consent to any  
subsequent similar or dissimilar assignment, transfer, hypothecation,  
subletting, occupation or use by any other person. Any such assignment,  
transfer, hypothecation, subletting, occupation or use without such consent  
shall be void and shall constitute a breach of this Lease by Tenant and shall,  
at the option of Landlord exercised by written notice to Tenant, terminate this  
Lease. The leasehold estate under this Lease shall not, nor shall any interest  
therein, be assignable for any purpose by operation of law without the written  
consent of Landlord. As a condition to its consent, Landlord shall require  
Tenant to pay all expenses in connection with the assignment, and Landlord shall  
require Tenant's assignee to transferee (or other assignees or transferees) to  
assume in writing all of the obligations under this Lease and for Tenant to  
remain liable to Landlord under the Lease. Notwithstanding the above, in no  
event will Landlord consent to a sub-sublease.  
  
17. SUBORDINATION AND MORTGAGES In the event Landlord's title or leasehold  
interest is now or hereafter encumbered by a deed of trust, upon the interest of  
Landlord in the land and buildings in which the demised Premises are located, to  
secure a loan from a lender (hereinafter referred to as "Lender") to Landlord,  
Tenant shall, at the request of Landlord or Lender, execute in writing an  
agreement subordinating its rights under this Lease to the lien of such deed of  
trust, or, if so requested, agreeing that the lien of Lender's deed of trust  
shall be or remain subject and subordinate to the rights of Tenant under this  
Lease provided that such Lender shall execute a "Non-Disturbance" agreement  
reasonably acceptable to Tenant. Notwithstanding any such subordination,  
Tenant's possession under this Lease shall not be disturbed if Tenant is not in  
default and so long as Tenant shall pay all rent and observe and perform all of  
the provisions set forth in this Lease.  
  
18. ENTRY BY LANDLORD Landlord reserves, and shall at all reasonable times after  
at least 24 hours notice (except in emergencies) have, the right to enter the  
Premises to inspect them; to perform any services to be provided by Landlord  
hereunder; to make repairs or provide any services to a contiguous tenant(s); to  
submit the Premises to prospective purchasers, mortgagers or tenants; to post  
notices of nonresponsibility; and to alter, improve or repair the Premises or  
other parts of the building, all without abatement of rent, and may erect  
scaffolding and other necessary structures in or through the Premises where  
reasonably required by the character of the work to be performed; provided,  
however that the business of Tenant shall be interfered with to the least extent  
that is reasonably practical. Any entry to the Premises by Landlord for the  
purposes provided for herein shall not under any circumstances be construed or  
deemed to be a forcible or unlawful entry into or a detainer of the Premises or  
an eviction, actual or constructive, of Tenant from the Premises or any portion  
thereof.  
  
19. BANKRUPTCY AND DEFAULT The commencement of a bankruptcy action or  
liquidation action or reorganization action or insolvency action or an  
assignment of or by Tenant for the benefit of creditors, or any similar action  
undertaken by Tenant, or the insolvency of Tenant, shall, at Landlord's option,  
constitute a breach of this Lease by Tenant. If the trustee or receiver  
appointed to serve during a bankruptcy, liquidation, reorganization, insolvency  
or similar action elects to reject Tenant's unexpired Lease, the trustee or  
receiver shall notify Landlord in writing of its election within thirty (30)  
days after an order for relief in a liquidation action or within thirty (30)  
days after the commencement of any action.  
  
 Within thirty (30) days after court approval of the assumption of this Lease,  
the trustee or receiver shall cure (or provide adequate assurance to the  
reasonable satisfaction of Landlord that the trustee or receiver shall cure) any  
and all previous defaults under the unexpired Lease and shall compensate  
Landlord for all actual pecuniary loss and shall provide adequate assurance of  
future performance under said Lease to the reasonable satisfaction of Landlord.  
Adequate assurance of future performance, as used herein, includes, but shall  
not be limited to: (i) assurance of source and payment of rent, and other  
consideration due under this Lease; (ii) assurance that the assumption or  
assignment of this Lease will not breach substantially any provision, such as  
radius, location, use, or exclusivity provision, in any agreement relating to  
the above described Premises.  
  
 Nothing contained in this section shall affect the existing right of Landlord  
to refuse to accept an assignment upon commencement of or in connection with a  
bankruptcy, liquidation, reorganization or insolvency action or an assignment of  
Tenant for the benefit of creditors or other similar act. Nothing contained in  
this Lease shall be construed as giving or granting or creating an equity in the  
demised Premises to Tenant. In no event shall the leasehold estate under this  
Lease. or any interest therein, be assigned by voluntary or involuntary  
bankruptcy proceeding without the prior written consent of Landlord. In no event  
shall this Lease or any rights or privileges hereunder be an asset of Tenant  
under any bankruptcy, insolvency or reorganization proceedings.  
  
 The failure to perform or honor any covenant, condition or representation  
made under this Lease shall constitute a default hereunder by Tenant upon  
expiration of the appropriate grace period hereinafter provided. Tenant shall  
have a period of five (5) days from the date of written notice from Landlord  
within which to cure any default in the payment of rental or adjustment thereto.  
Tenant shall have a period of thirty (30) days from the date of written notice  
from Landlord within which to cure any other default under this Lease. Upon an  
uncured default of this Lease by Tenant, Landlord shall have the following  
rights and remedies in addition to any other rights or remedies available to  
Landlord at law or in equity:  
  
 (a) The rights and remedies provided for by California Civil Code Section  
1951.2, including but not limited to, recovery of the worth at the time of award  
of the amount by which the unpaid rent for the balance of the term after the  
time of award exceeds the amount of rental loss for the same period that Tenant  
proves could be reasonably avoided, as computed pursuant to subsection (b) of  
said Section 1951.2. Any proof by Tenant under subparagraphs (2) and (3) of  
Section 1951.2 of the California Civil Code of the amount of rental loss that  
could be reasonably avoided shall be made in the following manner: Landlord and  
Tenant shall each select a licensed real estate broker in the business of  
renting property of the same type and use as the Premises and in the same  
geographic vicinity. Such two real estate brokers shall select a third licensed  
real estate broker, and the three licensed real estate brokers so selected shall  
determine the amount of the rental loss that could be reasonably avoided from  
the balance of the term of this Lease after the time of award. The decision of  
the majority of said licensed real estate brokers shall be final and binding  
upon the parties hereto.  
  
 (b) The rights and remedies provided by California Civil Code Section which  
allows Landlord to continue the Lease in effect and to enforce all of its rights  
and remedies under this Lease, including the right to recover rent as it becomes  
due, for so long as Landlord does not terminate Tenant's right to possession;  
acts of maintenance or preservation, efforts to relet the Premises, or the  
appointment of a receiver upon Landlord's initiative to protect its interest  
under this Lease shall not constitute a termination of Tenant's right to  
possession.  
  
 (c) The right to terminate this Lease by giving notice to Tenant in  
accordance with applicable law.  
  
 (d) To the extent permitted by law, the right and power, to enter the  
Premises and remove therefrom all persons and property, to store such property  
in a public warehouse or elsewhere at the cost of and for the account of Tenant,  
and to sell such property and apply such proceeds therefrom pursuant to  
applicable California law. Landlord, may from time to time sublet the Premises  
or any part thereof for such term or terms (which may extend beyond the term of  
this Lease) and at such rent and such other terms as Landlord in its reasonable  
sole discretion may deem advisable, with the right to make alterations and  
repairs to the Premises. Upon each subletting, (i) Tenant shall be immediately  
liable to pay Landlord, in addition to indebtedness other than rent due  
hereunder, the reasonable cost of such subletting, including, but not limited  
to, reasonable attorneys' fees, and any real estate commissions actually paid,  
and the cost of such reasonable alterations and repairs incurred by Landlord and  
the amount, if any, by which the rent hereunder for the period of such  
subletting(to the extent such period does not exceed the term hereof) exceeds  
the amount to be paid as rent for the Premises for such period or (ii) at the  
option of Landlord, rents received from such subletting shall be applied first  
to payment of indebtedness other than rent due hereunder from Tenant to  
Landlord; second, to the payment of any costs of such subletting and of such  
alterations and repairs; third to payment of rent due and unpaid hereunder; and  
the residue, if any, shall be held by Landlord and applied in payment of future  
rent as the same becomes due hereunder. If Tenant has been credited with any  
rent to be received by such subletting under option (i) and such rent shall not  
be promptly paid to Landlord by the subtenant(s), or if such rentals received  
from such subletting under option (ii) during any month be less than that to be  
paid during that month by Tenant hereunder, Tenant shall pay any such deficiency  
to Landlord. Such deficiency shall be calculated and paid monthly. No taking  
possession of the Premises by Landlord, shall be construed as an election on its  
part to terminate this Lease unless a written notice of such intention be given  
to Tenant. Notwithstanding any such subletting without termination, Landlord may  
at any time hereafter elect to terminate this Lease for such previous breach.  
  
 (e) The right to have a receiver appointed for Tenant upon application by  
Landlord, to take possession of the Premises and to apply any rental  
collected from the Premises and to exercise all other rights and remedies  
granted to Landlord pursuant to subparagraph d above.  
  
 20. ABANDONMENT Tenant shall not vacate or abandon the Premises at any time  
during the term of this Lease and if Tenant shall abandon, vacate or surrender  
said Premises, or be dispossessed by the process of law, or otherwise, any  
personal property belonging to Tenant and left on the Premises shall be deemed  
to be abandoned, at the option of Landlord, except such property as may be  
mortgaged to Landlord.  
  
 21. DESTRUCTION In the event the Premises are destroyed in whole or in part  
from any cause, except for routine maintenance and repairs and incidental  
  
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 damage and destruction caused from vandalism and accidents for which Tenant is  
 responsible under Xxxxxxxxx 0, Xxxxxxxx may, at its option:  
  
 (a) Rebuild or restore the Premises to their condition prior to the damage or  
 destruction, or  
 (b) Terminate this Lease. (providing that the Premises is damaged to the  
 extent of 33 1/3% of the replacement cost)  
  
 If Landlord does not give Tenant notice in writing within thirty (30) days  
 from the destruction of the Premises of its election to either rebuild and  
 restore them, or to terminate this Lease, Landlord shall be deemed to have  
 elected to rebuild or restore them, in which event Landlord agrees, at its  
 expense except for any deductible, which is the responsibility of Tenant,  
 promptly to rebuild or restore the Premises to their condition prior to the  
 damage or destruction. Tenant shall be entitled to a reduction in rent while  
 such repair is being made in the proportion that the area of the Premises  
 rendered untenantable by such damage bears to the total area of the Premises.  
 If Landlord initially reasonably estimates that the rebuilding or restoration  
 will exceed 180 days, or if the damage occurs during the last six months of the  
 initial Term and the restoration will exceed 30 days, or if Landlord does not  
 complete the rebuilding or restoration within one hundred eighty (180) days  
 following the date of destruction (such period of time to be extended for  
 delays caused by the fault or neglect of Tenant or because of Acts of God, acts  
 of public agencies, labor disputes, strikes, fires, freight embargos, rainy or  
 stormy weather, inability to obtain materials, supplies or fuels, acts of  
 contractors or subcontractors, or delay of the contractors or subcontractors  
 due to such causes or other contingencies beyond the control of Landlord), then  
 Tenant shall have the right to terminate this Lease by giving fifteen (15) days  
 prior written notice to Landlord. Notwithstanding anything herein to the  
 contrary, Landlord's obligation to rebuild or restore shall be limited to the  
 building and interior improvements constructed by Landlord as they existed as  
 of the commencement date of the Lease and shall not include restoration of  
 Tenant's trade fixtures, equipment, merchandise, or any improvements,  
 alterations or additions made by Tenant to the Premises, which Tenant shall  
 forthwith replace or fully repair at Tenant's sole cost and expense provided  
 this Lease is not cancelled according to the provisions above.  
  
 Unless this Lease is terminated pursuant to the foregoing provisions, this  
 Lease shall remain in full force and effect. Tenant hereby expressly waives the  
 provisions of Section 1932, Subdivision 2, in Section 1933, Subdivision 4 of  
 the California Civil Code.  
  
 In the event that the building in which the Premises are situated is damaged  
 or destroyed to the extent of not less than 33 1/3% of the replacement cost  
 thereof, Landlord may elect to terminate this Lease, whether the Premises be  
 injured or not. Notwithstanding anything to the contrary herein, Landlord may  
 terminate this Lease in the event of an uninsured event or if insurance  
 proceeds are insufficient to cover one hundred percent of the rebuilding costs  
 net of the deductible provided, however, Tenant shall have the right, in its  
 discretion, to contribute such excess funds (within 30 days of Tenant's receipt  
 of an invoice from Landlord) to permit Landlord to repair the Premises.  
  
 22. EMINENT DOMAIN If all or any part of the Premises shall be taken by any  
 public or quasi-public authority under the power of eminent domain or  
 conveyance in lieu thereof, this Lease shall terminate as to any portion of the  
 Premises so taken or conveyed on the date when title vests to the condemnor,  
 and Landlord shall be entitled to any and all payment, income, rent, award, or  
 any interest therein whatsoever which may be paid or made in connection with  
 such taking or conveyance, and Tenant shall have no claim against Landlord or  
 otherwise for the value of any unexpired term of this Lease. Notwithstanding  
 the foregoing paragraph, any compensation specifically awarded Tenant for loss  
 of business, Tenant's personal property, moving cost or loss of goodwill, shall  
 be and remain the property of Tenant.  
  
 If any action or proceeding is commenced for such taking of the Premises or  
 any part thereof, or if Landlord is advised in writing by any entity or body  
 having the right or power of condemnation of its intention to condemn the  
 premises or any portion thereof, then Landlord shall have the right to  
 terminate this Lease by giving Tenant written notice thereof within sixty (60)  
 days of the date of receipt of said written advice, or commencement of said  
 action or proceeding, or taking conveyance, which termination shall take place  
 as of the first to occur of the last day of the calendar month next following  
 the month in which such notice is given or the date on which title to the  
 Premises shall vest in the condemnor.  
  
 In the event of such a partial taking or conveyance of the Premises, if the  
 portion of the Premises taken or conveyed is so substantial that the Tenant can  
 no longer reasonably conduct its business in the manner prior to the taking,  
 Tenant shall have the privilege of terminating this Lease within sixty (60)  
 days from the date of such taking or conveyance, upon written notice to  
 Landlord of its intention so to do, and upon giving of such notice this Lease  
 shall terminate on the last day of the calendar month next following the month  
 in which such notice is given, upon payment by Tenant of the rent from the date  
 of such taking or conveyance to the date of termination.  
  
 If a portion of the Premises be taken by condemnation or conveyance in lieu  
 thereof and neither Landlord nor Tenant shall terminate this Lease as provided  
 herein, this Lease shall continue in full force and effect as to the part of  
 the Premises not so taken or conveyed, and the rent herein shall be apportioned  
 as of the date of such taking or conveyance so that thereafter the rent to be  
 paid by Tenant shall be in the ratio that the area of the portion of the  
 Premises not so taken or conveyed bears to the total area of the Premises prior  
 to such taking.  
  
 23. SALE OR CONVEYANCE BY LANDLORD In the event of a sale or conveyance of the  
 Premises or any interest therein, by any owner of the reversion then  
 constituting Landlord upon assumption in writing of Landlord's obligations  
 under this Lease by the transferee, the transferor shall thereby be released  
 from any further liability upon any of the terms, covenants or conditions  
 (express or implied) herein contained in favor of Tenant, and in such event,  
 insofar as such transfer is concerned, Tenant agrees to look solely to the  
 responsibility of the successor in interest of such transferor in and to the  
 Premises and this Lease. This Lease shall not be affected by any such sale or  
 conveyance, and Tenant agrees to attorn to the successor in interest of such  
 transferor.  
  
 24. ATTORNMENT TO LENDER OR THIRD PARTY In the event the interest of Landlord  
 in the land and buildings in which the leased Premises are located (whether  
 such interest of Landlord is a fee title interest or a leasehold interest) is  
 encumbered by deed of trust, and such interest is acquired by the lender or any  
 third party through judicial foreclosure or by exercise of a power of sale at  
 private trustee's foreclosure sale provided that such Lender or third party had  
 executed a "Non-Disturbance Agreement" with Tenant in accordance with Paragraph  
 17 hereto, Tenant hereby agrees to attorn to the purchaser at any such  
 foreclosure sale and to recognize Such purchaser as the Landlord under this  
 Lease. In the event the lien of the deed of trust securing the loan from a  
 Lender to Landlord is prior and paramount to the Lease, this Lease shall  
 nonetheless continue in full force and effect for the remainder of the  
 unexpired term hereof, at the same rental herein reserved and upon all the  
 other terms, conditions and covenants herein contained.  
  
 25. HOLDING OVER Any holding over by Tenant after expiration or other  
 termination of the term of this Lease with the written consent of Landlord  
 delivered to Tenant shall not constitute a renewal or extension of the Lease or  
 give Tenant any rights in or to the leased Premises except as expressly  
 provided in this Lease. Any holding over after the expiration or other  
 termination of the term of this Lease, with the consent of Landlord, shall be  
 construed to be a tenancy from month to month, on the same terms and conditions  
 herein specified insofar as applicable except that the monthly Basic Rent shall  
 be increased to an amount equal to one hundred fifty (150%) percent of the  
 monthly Basic Rent required during the last month of the Lease term.  
  
 26. CERTIFICATE OF ESTOPPEL Tenant shall at any time upon not less than ten  
 (10) days prior written notice from Landlord execute, acknowledge and deliver  
 to Landlord a statement in writing (i) certifying that this Lease is unmodified  
 and in full force and effect (or, if modified, stating the nature of such  
 modification and certifying that this Lease, as so modified, is in full force  
 and effect) and the date to which the rent and other charges are paid in  
 advance, if any, and (ii) acknowledging that there are not, to Tenant's  
 knowledge, any uncured defaults on the part of Landlord hereunder, or  
 specifying such defaults, if any, are claimed. Any such statement may be  
 conclusively relied upon by any prospective purchaser or encumbrancer of the  
 Premises. Tenant's failure to deliver such statement within such time shall be  
 conclusive upon Tenant that this Lease is in full force and effect, without  
 modification except as may be represented by Landlord; that there are no  
 uncured defaults in Landlord's performance, and that not more than one month's  
 rent has been paid in advance.  
  
 27. CONSTRUCTION CHANGES It is understood that the description of the Premises  
 and the location of ductwork, plumbing and other facilities therein are subject  
 to such minor changes as Landlord or Landlord's architect determines to be  
 desirable in the course of construction of the Premises, and no such changes  
 shall affect this Lease or entitle Tenant to any reduction of rent hereunder or  
 result in any liability of Landlord to Tenant. Landlord does not guarantee the  
 accuracy of any drawings supplied to Tenant and verification of the accuracy of  
 such drawings rests with Tenant.  
  
 28. RIGHT OF LANDLORD TO PERFORM All terms, covenants and conditions of this  
 Lease to be performed or observed by Tenant shall performed or observed by  
 Tenant at Tenant's sole cost and expense and without any reduction of rent. If  
 Tenant shall fail to pay any sum of money, or other rent, required to be paid  
 by it hereunder and such failure shall continue for five (5) days after written  
 notice by Landlord, or shall fail to perform any other term or covenant  
 hereunder on its part to be performed, and such failure shall continue for  
 thirty (30) days after written notice thereof by Landlord, Landlord, without  
 waiving or releasing Tenant from any obligation of Tenant hereunder, may, but  
 shall not be obliged to, make any such payment or perform any such other term  
 or covenant on Tenant's part to be performed. All sums so paid by Landlord and  
 all necessary costs of such performance by Landlord together with interest  
 thereon at the rate of the prime rate of interest per annum as quoted by the  
 Bank of America from the date of such payment on performance by Landlord, shall  
 be paid (and Tenant covenants to make such payment) to Landlord on demand by  
 Landlord, and Landlord shall have (in addition to any other right or remedy of  
 Landlord) the same rights and remedies in the event of nonpayment by Tenant as  
 in the case of failure by Tenant in the payment of rent hereunder.  
  
 29. ATTORNEYS' FEES  
  
 A. In the event that either Landlord or Tenant should bring suit for the  
 possession of the Premises, for the recovery of any sum due under this Lease,  
 or because of the breach of any provision of this Lease, or for any other  
 relief against the other party hereunder, then all costs and expenses,  
 including reasonable attorneys' fees,  
  
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 incurred by the prevailing party therein shall be paid by the other party,  
 which obligation on the part of the other party shall be deemed to have accrued  
 on the date of the commencement of such action and shall be enforceable whether  
 or not the action is prosecuted to judgment.  
  
 B. Should Landlord be named as a defendant in any suit brought against Tenant  
 in connection with or arising out of Tenant's occupancy hereunder, Tenant shall  
 pay to Landlord its costs and expenses incurred in such suit, including a  
 reasonable attorney's fee.  
  
 30. WAIVER The waiver by either party of the other party's failure to perform  
 or observe any term, covenant or condition herein contained to be performed or  
 observed by such waiving party shall not be deemed to be a waiver of such term,  
 covenant or condition or of any subsequent failure of the party failing to  
 perform or observe the same or any other such term, covenant or condition  
 therein contained, and no custom or practice which may develop between the  
 parties hereto during the term hereof shall be deemed a waiver of, or in any  
 way affect, the right of either party to insist upon performance and observance  
 by the other party in strict accordance with the terms hereof.  
  
 31. NOTICES All notices, demands, requests, advices or designations which may  
 be or are required to be given by either party to the other hereunder shall be  
 in writing. All notices, demands, requests, advices or designations by Landlord  
 to Tenant shall be sufficiently given, made or delivered if personally served  
 on Tenant by leaving the same at the Premises of if sent by United Stated  
 certified or registered mail, postage prepaid, addressed to Tenant at the  
 Premises. All notices, demands, requests, advices or designations by Tenant to  
 Landlord shall be sent by United States certified or registered mail, postage  
 prepaid, addressed to Landlord at its offices at A&P Foundations, 2560  
 ---------------------  
 Xxxxxxx Xxxxxxx Xxxx., Xxxxx 000, Xxxxx Xxxxx, XX 00000.  
 -------------------------------------------------------  
 Each notice, request, demand, advice or designation referred to in this  
 paragraph shall be deemed received on the date of the personal service or  
 mailing thereof in the manner herein provided, as the case may be.  
  
 32. EXAMINATION OF LEASE Submission of this instrument for examination or  
 signature by Tenant does not constitute a reservation of or option for a lease,  
 and this instrument is not effective as a lease or otherwise until its  
 execution and delivery by both Landlord and Tenant.  
  
 33. DEFAULT BY LANDLORD Landlord shall not be in default unless Landlord fails  
 to perform obligations required of Landlord within a reasonable time, but in no  
 event earlier than (30) days after written notice by Tenant to Landlord and to  
 the holder of any first mortgage or deed of trust covering the Premises whose  
 name and address shall have heretofore been furnished to Tenant in writing,  
 specifying wherein Landlord has failed to perform such obligations; provided,  
 however, that if the nature of Landlord's obligations is such that more than  
 thirty (30) days are required for performance, then Landlord shall not be in  
 default if Landlord commences performance within such thirty (30) day period  
 and thereafter diligently prosecutes the same to completion.  
  
 34. CORPORATE AUTHORITY If Tenant is a corporation (or a partnership), each  
 individual executing this Lease on behalf of said corporation (or partnership)  
 represents and warrants that he is duly authorized to execute and deliver this  
 Lease on behalf of said corporation (or partnership) in accordance with the by-  
 laws of said corporation (or partnership in accordance with the partnership  
 agreement) and that this Lease is binding upon said corporation (or  
 partnership) in accordance with its terms. If Tenant is a corporation, Tenant  
 shall, within thirty (30) days after execution of this Lease, deliver to  
 Landlord a certified copy of the resolution of the Board of Directors of said  
 corporation authorizing or ratifying the execution of this Lease.  
  
 35. [DELETED]  
  
 36. LIMITATION OF LIABILITY In consideration of the benefits accruing  
 hereunder. Tenant and all successors and assigns covenant and agree that, in  
 the event of any actual or alleged failure, breach or default hereunder by  
 Landlord:  
  
 (a) the sole and exclusive remedy shall be against Landlord's interest in the  
 Premises leased herein;  
 (b) no partner of Landlord shall be sued or named as a party in any suit or  
 action (except as may be necessary to secure jurisdiction of the partnership);  
 (c) no service of process shall be made against any partner of Landlord  
 (except as may be necessary to secure jurisdiction of the partnership);  
 (d) no partner of Landlord shall be required to answer or otherwise plead to  
 any service of process;  
 (e) no judgment will be taken against any partner of Landlord;  
 (f) any judgment taken against any partner of Landlord may be vacated and set  
 aside at any time without hearing;  
 (g) no writ of execution will ever by levied against the assets of any  
 partner of Landlord;  
 (h) these covenants and agreements are enforceable both by Landlord and also  
 by any partner of Landlord.  
  
 Tenant agrees that each of the foregoing covenants and agreements shall be  
 applicable to any covenant or agreement either expressly contained in this  
 Lease or imposed by statute or at common law.  
  
 37. SIGNS No sign, placard, picture, advertisement, name or notice shall be  
 inscribed, displayed or printed or affixed on or to any part of the outside of  
 the Premises or any exterior windows of the Premises without the written  
 consent of Landlord first had and obtained and Landlord shall have the right to  
 remove any such sign, placard, picture, advertisement, name or notice without  
 notice to and at the expense of Tenant. If Tenant is allowed to print or affix  
 or in any way place a sign in, on, or about the Premises, upon expiration or  
 other sooner termination of this Lease, Tenant at Tenant's sole cost and  
 expense shall both remove such sign and repair all damage in such a manner as  
 to restore all aspects of the appearance of the Premises to the condition prior  
 to the placement of said sign.  
  
 All approved signs or lettering on outside doors shall be printed, painted,  
 affixed or inscribed at the expense of Tenant by a person approved of by  
 Landlord.  
  
 Tenant shall not place anything or allow anything to be placed near the glass  
 of any window, door partition or wall which may appear unsightly from outside  
 the Premises.  
  
 38. MISCELLANEOUS AND GENERAL PROVISIONS  
  
 A. Use of Building Name. Tenant shall not, without the written consent of  
 Landlord, use the name of the building for any purpose other than as the  
 address of the business conducted by Tenant in the Premises.  
  
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 B. Choice of Law; Severability. This Lease shall in all respects be governed  
 by and construed in accordance with the laws of the State of California. If any  
 provision of this Lease shall be invalid, unenforceable or ineffective for any  
 reason whatsoever, all other provisions hereof shall be and remain in full  
 force and effect.  
  
 C. Definition of Terms. The term "Premises" includes the space leased hereby  
 and any improvements now or hereafter installed therein or attached thereto.  
 The term "Landlord" or any pronoun used in place thereof includes the plural as  
 well as the singular and the successors and assigns of Landlord. The term  
 "Tenant" or any pronoun used in place thereof includes the plural as well as  
 the singular and individuals, firms, associations, partnerships and  
 corporations, and their and each of their respective heirs, executors,  
 administrators, successors and permitted assigns, according to the context  
 hereof, and the provisions of this Lease shall inure to the benefit of and bind  
 such heirs, executors, administrators, successors and permitted assigns.  
  
 The term "person" includes the plural as well as the singular and  
 individuals, firms, associations, partnerships and corporations. Words used in  
 any gender include other genders. If there be more than one Tenant the  
 obligations of Tenant hereunder are joint and several. The paragraph headings  
 of this Lease are for convenience of reference only and shall have no effect  
 upon the construction interpretation of any provision hereof.  
  
 D. Time of Essence. Time is of the essence of this Lease and of each and all  
 of its provisions.  
  
 E. Quitclaim. At the expiration or earlier termination of this Lease, Tenant  
 shall execute, acknowledge and deliver to Landlord, within ten (10) days after  
 written demand from Landlord to Tenant, any quitclaim deed or other document  
 required by any reputable title company, licensed to operate in the State of  
 California, to remove the cloud or encumbrance created by this Lease from the  
 real property of which Tenant's Premises are a part.  
  
 F. Incorporation of Prior Agreements; Amendments. This instrument along with  
 any exhibits and attachments hereto constitutes the entire agreement between  
 Landlord and Tenant relative to the Premises and this agreement and the  
 exhibits and attachments may be altered, amended or revoked only by an  
 instrument in writing signed by both Landlord and Tenant. Landlord and Tenant  
 agree hereby that all prior or contemporaneous oral agreements between and  
 among themselves and their agents or representatives relative to the leasing of  
 the Premises are merged in or revoked by this agreement.  
  
 G. Recording. Neither Landlord nor Tenant shall record this Lease or a short  
 form memorandum hereof without the consent of the other.  
  
 H. Amendments for Financing. Tenant further agrees to execute any amendments  
 required by a lender to enable Landlord to obtain financing, so long as  
 Tenant's rights hereunder are not materially affected.  
  
 I. Additional Paragraphs. Paragraphs 39 through 55 are added  
 -- --  
 hereto and are included as a part of this lease.  
  
 J. Clauses, Plats and Riders. Clauses, plats and riders, if any, signed by  
 Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.  
  
 K. Diminution of Light, Air or View. Tenant covenants and agrees that no  
 diminution or shutting off of light, air or view by any structure which may be  
 hereafter erected (whether or not by Landlord) shall in any way affect his  
 Lease, entitle Tenant to any reduction of rent hereunder or result in any  
 liability of Landlord to Tenant.  
  
 IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this  
 Lease as of the day and year last written below,  
  
 LANDLORD: TENANT:  
 THE ARRILLAGA FOUNDATION CACHEFLOW, INC.,  
 a Delaware corporation  
  
  
By /s/ Xxxx Xxxxxxxxx By /s/ Xxx X. Xxxxx  
 ------------------ -----------------------  
 Xxxx Xxxxxxxxx, President  
  
Date: 7/29/98 Title VP Cust. Support & Mfg.  
 ------------------ -----------------------  
  
THE XXXXX FOUNDATION  
  
 Type or Print Name Xxx X. Xxxxx  
 ---------------  
  
By /s/ Xxxxxxx Xxxxx Date: 7-24-98  
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 Xxxxxxx X. Xxxxx, President  
  
Date: 8/3/98  
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Paragraphs 39 through 55 to Lease Agreement dated July 14, 1998, By and Between  
the Arrillaga Foundation and the Xxxxx Foundation, as Landlord, and CacheFlow,  
Inc., a Delaware corporation, as Tenant for 39,115+ Square Feet of Space  
Located at 000 Xxxxxxx Xxxxxx, Xxxxxxxxx, Xxxxxxxxxx.  
  
39. BASIC RENT: In accordance with Paragraph 4A herein, the total aggregate  
sum of NINE MILLION TWO HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED SEVENTY THREE  
AND 40/100 DOLLARS ($9,253,473.40), shall be payable as follows:  
  
 On August 15, 1998, the sum of FIFTY THREE THOUSAND SIX HUNDRED TWENTY FIVE  
AND 40/100 DOLLARS ($53,625.40) shall be due, representing the prorated Basic  
Rent for the period August 15, 1998 through August 31, 1998.  
  
 On September 1, 1998, the sum of NINETY SEVEN THOUSAND SEVEN HUNDRED EIGHTY  
SEVEN AND 50/100 DOLLARS ($97,787.50) shall be due, and a like sum due on the  
first day of each month thereafter, through and including August 1, 1999.  
  
 On September 1, 1999, the sum of ONE HUNDRED ONE THOUSAND SIX HUNDRED  
NINETY NINE AND NO/100 DOLLARS ($101,699.00) shall be due, and a like sum due on  
the first day of each month thereafter, through and including August 1, 2000.  
  
 On September 1, 2000, the sum of ONE HUNDRED FIVE THOUSAND SIX HUNDRED TEN  
AND 50/100 DOLLARS ($105,610.50) shall be due, and a like sum due on the first  
day of each month thereafter, through and including August 1, 2001.  
  
 On September 1, 2001, the sum of ONE HUNDRED NINE THOUSAND FIVE HUNDRED  
TWENTY TWO AND NO/100 DOLLARS ($109,522.00) shall be due, and a like sum due on  
the first day of each month thereafter, through and including August 1, 2002.  
  
 On September 1, 2002, the sum of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED  
THIRTY THREE AND 50/100 DOLLARS ($113,433.50) shall be due, and a like sum due  
on the first day of each month thereafter, through and including August 1, 2003.  
  
 On September 1, 2003, the sum of ONE HUNDRED SEVENTEEN THOUSAND THREE  
  
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HUNDRED FORTY FIVE AND NO/100 DOLLARS ($117,345.00) shall be due, and a like sum  
due on the first day of each month thereafter, through and including August 1,  
2004.  
  
 On September 1, 2004, the sum of ONE HUNDRED TWENTY ONE THOUSAND TWO  
HUNDRED FIFTY SIX AND 50/100 DOLLARS ($121,256.50) shall be due, and a like sum  
due on the first day of each month thereafter, through and including August 1,  
2005; or until the entire aggregate sum of NINE MILLION TWO HUNDRED FIFTY THREE  
THOUSAND FOUR HUNDRED SEVENTY THREE AND 40/100 DOLLARS ($9,253,473.40) has been  
paid.  
  
40. "AS-IS" - BASIS: Subject only to Paragraphs 52, 53 and 54 and to Landlord,  
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at Landlord's expense, making the improvements shown on Exhibit B attached  
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hereto, it is hereby agreed that the Premises leased hereunder is leased  
strictly on an "as-is" basis and in its present condition, and in the  
configuration as shown on Exhibit B attached hereto, and by reference made a  
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part hereof. It is specifically agreed between the parties that after Landlord  
makes the interior improvements as shown on Exhibit B, Landlord shall not be  
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required to make, nor be responsible for any cost, in connection with any  
repair, restoration, and/or improvement to the Premises in order for this Lease  
to commence, or thereafter, throughout the Term of this Lease. Notwithstanding  
anything to the contrary within this Lease, Landlord makes no warranty or  
representation of any kind or nature whatsoever as to the condition or repair of  
the Premises, nor as to the use or occupancy which may be made thereof.  
  
41. RULES AND REGULATIONS AND COMMON AREA: Subject to the terms and conditions  
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of this Lease and such Rules and Regulations as Landlord may from time to time  
prescribe, Tenant and Tenant's employees, invitees and customers shall, in  
common with other occupants of the Parcel/Building in which the premises are  
located, and their respective employees, invitees and customers, and others  
entitled to the use thereof, have the non-exclusive right to use the access  
roads, parking areas, and facilities provided and designated by Landlord for the  
general use and convenience of the occupants of the Parcel/Building in which the  
Premises are located,  
  
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which areas and facilities are referred to herein as "Common Area". This right  
shall terminate upon the termination of this Lease. Landlord reserves the right  
from time to time to make changes in the shape, size, location, amount and  
extent of Common Area. Landlord further reserves the right to promulgate such  
reasonable rules and regulations relating to the use of the Common Area, and any  
part or parts thereof, as Landlord may deem appropriate for the best interests  
of the occupants of the Parcel/Building. Such Rules and Regulations may be  
amended by Landlord from time to time, with or without advance notice, and all  
amendments shall be effective upon delivery of a copy to Tenant. Landlord shall  
not be responsible to Tenant for the non-performance by any other tenant or  
occupant of the Parcel/Building of any of said Rules and Regulations.  
  
Landlord shall operate, manage and maintain the Common Area. The manner in which  
the Common Area shall be maintained and the expenditures for such maintenance  
shall be at the discretion of Landlord.  
  
42. EXPENSES OF OPERATION, MANAGEMENT, AND MAINTENANCE OF THE COMMON AREAS OF  
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THE PARCEL AND BUILDING IN WHICH THE PREMISES ARE LOCATED: As Additional Rent  
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and in accordance with Paragraph 4D of this Lease, Tenant shall pay to Landlord  
Tenant's proportionate share (calculated on a square footage or other equitable  
basis as calculated by landlord) of all expenses of operation, management,  
maintenance and repair of the Common Areas of the Parcel including, but not  
limited to, license, permit, and inspection fees; security; utility charges  
associated with exterior landscaping and lighting (including water and sewer  
charges); all charges incurred in the maintenance and replacement of landscaped  
areas, lakes, parking lots and paved areas (including repairs, replacement,  
resealing and restriping), sidewalks, driveways, maintenance, repair and  
replacement of all fixtures and electrical, mechanical and plumbing systems;  
supplies, materials, equipment and tools; the cost of capital expenditures which  
have the effect of reducing operating expenses, provided, however, that in the  
event Landlord makes such capital improvements, Landlord may amortize its  
investment in said improvements (together with interest at the rate of fifteen  
(15 %) percent per annum on the unamortized balance) as an operating expense  
over the useful life of the improvements in accordance with standard accounting  
practices, provided, that such amortization is not at a rate greater than the  
anticipated savings in the operating expenses.  
  
As Additional Rent and in accordance with Paragraph 4D of this Lease, Tenant  
shall pay its proportionate share (calculated on a square footage or other  
equitable basis as calculated by Landlord) of the cost of operation (including  
common utilities), management, maintenance, and repair of the building  
(including structural and common areas such as lobbies, restrooms, janitor's  
closets, hallways, elevators, mechanical and telephone rooms, stairwells,  
entrances, spaces above the ceilings and janitorization of said common areas) in  
which the Premises are located. The maintenance items herein referred to  
include, but are not limited to, all windows, window frames, plate glass,  
glazing, truck doors, main plumbing systems of the building (such as water drain  
lines, sinks, toilets, faucets, drains, showers and water fountains), main  
electrical systems (such as panels and conduits), heating and airconditioning  
systems (such as compressors, fans, air handlers, ducts, boilers, heaters),  
structural elements and exterior surfaces of the building; store fronts, roof,  
downspouts, building common area interiors (such as wall coverings, window  
coverings, floor coverings and partitioning), ceilings, building exterior doors,  
skylights (if any), automatic fire extinguishing systems, and elevators (if  
any); license, permit and inspection fees; security, supplies, materials,  
equipment and tools; the cost of capital expenditures which have the effect of  
reducing operating expenses, provided, however, that in the event Landlord makes  
such capital improvements, Landlord may amortize its investment in said  
improvements (together with interest at the rate of fifteen (15 %) percent per  
annum on the unamortized balance) as an operating expense over the useful life  
of the improvements in accordance with standard accounting practices, provided,  
that such amortization is not at a rate greater than the anticipated savings in  
the operating expenses. Tenant hereby waives all rights hereunder, and benefits  
of, subsection 1 of Section 1932 and Sections 1941 and 1942 of the California  
Civil Code and under any similar law, statute or ordinance now or hereafter in  
effect.  
  
"Additional Rent" as used herein shall not include Landlord's debt repayments;  
interest on charges, expenses directly or indirectly incurred by Landlord for  
the benefit of any other tenant; cost for the installation of partitioning or  
any other tenant improvements; cost of attracting tenants; depreciation;  
interest; or executive salaries.  
  
43. UTILITIES OF THE BUILDING IN WHICH THE PREMISES ARE LOCATED: As Additional  
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Rent and in accordance with Paragraph 4D of this Lease Tenant shall pay its  
  
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proportionate share (calculated on a square footage or other equitable basis as  
calculated by Landlord) of the cost of all utility charges such as water, gas,  
electricity, (telephone, telex and other electronic communications service, if  
applicable) sewer service, waste pick-up and any other utilities, materials or  
services furnished directly to the building in which the Premises are located,  
including, without limitation, any temporary or permanent utility surcharge or  
other exactions whether or not hereinafter imposed.  
  
Landlord shall not be liable for and Tenant shall not be entitled to any  
abatement or reduction of rent by reason of any interruption or failure of  
utility services to the Premises when such interruption or failure is caused by  
accident, breakage, repair, strikes, lockouts, or other labor disturbances or  
labor disputes of any nature, or by any other cause, similar or dissimilar,  
beyond the reasonable control of Landlord.  
  
Provided that Tenant is not in default in the performance or observance of any  
of the terms, covenants or conditions of this Lease to be performed or observed  
by it, Landlord shall furnish to the Premises between the hours of 8:00 am and  
6:00 pm, Mondays through Fridays (holidays excepted) and subject to the rules  
and regulations of the Common Area hereinbefore referred to, reasonable  
quantities of water, gas and electricity suitable for the intended use of the  
Premises and heat and airconditioning required in Landlord's judgment for the  
comfortable use and occupation of the Premises for such purposes. Tenant may,  
from time to time, have its staff and equipment operate on a twenty-four (24)  
hour-a-day, seven (7) day-a-week schedule, and Tenant shall pay for any extra  
utilities used by Tenant. Tenant agrees that at all times it will cooperate  
fully with Landlord and abide by all regulations and requirements that Landlord  
may prescribe for the proper functioning and protection of the building heating,  
ventilating and airconditioning systems. Whenever heat generating machines,  
equipment, or any other devices (including exhaust fans) are used in the  
Premises by Tenant which affect the temperature or otherwise maintained by the  
airconditioning system, Landlord shall have the right to install supplementary  
airconditioning units in the Premises and the cost thereof, including the cost  
of installation and the cost of operation and maintenance thereof, shall be paid  
by Tenant to Landlord upon demand by Landlord. Tenant will not, without the  
written consent of Landlord, use any apparatus or device in the Premises  
(including, without limitation), electronic data processing machines or machines  
using current in excess of 110 Volts which will in any way increase the amount  
of electricity, gas, water or airconditioning usually furnished or supplied to  
premises being used as general office space, or connect with electric current  
(except through existing electrical outlets in the Premises), or with gas or  
water pipes any apparatus or device for the purposes of using electric current,  
gas, or water. Landlord acknowledges that Tenant may use electrical current up  
to 220 Volts subject to the terms and conditions of this Paragraph 43. If Tenant  
shall require water, gas, or electric current in excess of that usually  
furnished or supplied to premises being used as general office space, Tenant  
shall first obtain the written consent of Landlord, which consent shall not be  
unreasonably withheld and Landlord may cause an electric current, gas or water  
meter to be installed in the Premises in order to measure the amount of electric  
current, gas or water consumed for any such excess use. The cost of any such  
meter and of the installation, maintenance and repair thereof, all charges for  
such excess water, gas and electric current consumed (as shown by such meters  
and at the rates then charged by the furnishing public utility); and any  
additional expense incurred by Landlord in keeping account of electric current,  
gas, or water so consumed shall be paid by Tenant, and Tenant agrees to pay  
Landlord therefor promptly upon demand by Landlord.  
  
It is understood that Tenant as of the Lease Commencement Date, Tenant shall be  
the sole occupant of the building located at 000 Xxxxxxx Xxxxxx, Xxxxxxxxx, of  
which the Leased Premises is a part. Tenant agrees to be responsible for paying  
100 % of the utilities, including, but not limited to, water, sewer, gas and  
electricity, for the entire building until such time as the remaining vacant  
space in the building is leased. Tenant agrees that the utilities for said  
building will be placed in Tenant's name and that Tenant will pay all utilities  
directly to the respective company(s). When any of the remaining vacant space in  
said building is leased, Landlord will notify Tenant and Landlord will transfer  
all utilities into Landlord's name and subject to the entire provisions of this  
Paragraph 43, Tenant will pay its pro rata charge for said utilities monthly in  
advance as described in and subject to Paragraph 4 ("Rent") and this Paragraph  
43 ("Utilities").  
  
44. PARKING: Tenant shall have the right to the nonexclusive use of one  
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hundred thirty (130) parking spaces in the common parking area of the building.  
Tenant agrees that Tenant, Tenant's employees, agents, representatives, and/or  
invitees shall not use parking spaces in excess of said one hundred thirty  
parking spaces allocated to Tenant hereunder. Landlord shall have the right, at  
Landlord's sole discretion, to specifically designate the location of Tenant's  
parking spaces within the common parking area of the building in the event of a  
dispute among the tenants occupying the building referred to herein, in which  
event Tenant agrees that Tenant, Tenant's employees, agents,  
  
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representatives and/or invitees shall not use any parking spaces other than  
those parking spaces specifically designated by Landlord for Tenant's use. Said  
parking spaces, if specifically designated by Landlord to Tenant, may be  
relocated by Landlord at any time, and from time to time. Landlord reserves the  
right, at Landlord's sole discretion, to rescind any specific designation of  
parking spaces, thereby returning Tenant's parking spaces to the common parking  
arena. Landlord shall give Tenant written notice of any change in Tenant's  
parking spaces. Tenant shall not, at any time, park, or permit to be parked, any  
trucks or vehicles adjacent to the loading area so as to interfere in any way  
with the use of such areas, nor shall Tenant, at any time, park or permit the  
parking of Tenant's trucks and other vehicles or the trucks and vehicles of  
Tenant's suppliers or others, in any portion of the common areas not designated  
by Landlord for such use by Tenant. Tenant shall not park nor permit to be  
parked, any inoperative vehicles or equipment on any portion of the common  
parking area or other common areas of the building. Tenant agrees to assume  
responsibility for compliance by its employees with the parking provision  
contained herein. If Tenant or its employees park in other than designated  
parking areas, then Landlord may charge Tenant, as an additional charge, and  
Tenant agrees to pay Ten Dollars ($10.00) per day for each day or partial day  
each such vehicle is parking in any area other than that designated. Tenant  
hereby authorizes Landlord, at Tenant's sole expense, to tow away from the  
building any vehicle belonging to Tenant or Tenant's employees parked in  
violation of these provisions, or to attach violation stickers or notices to  
such vehicles. Tenant shall use the parking area for vehicle parking only and  
shall not use the parking areas for storage.  
  
45. ASSESSMENT CREDITS: The demised property herein may be subject to a  
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special assessment levied by the City of Sunnyvale as part of an Improvement  
District. As a part of said special assessment proceedings (if any), additional  
bonds were or may be sold and assessments were or may be levied to provide for  
construction contingencies and reserve funds. Interest shall be earned on such  
funds created for contingencies and on reserve funds which will be credited for  
the benefit of said assessment district. To the extent surpluses are created in  
said district through unused contingency funds, interest earnings or reserve  
funds, such surpluses shall be deemed the property of Landlord, Notwithstanding  
that such surpluses may be credited on assessments otherwise due against the  
Leased Premises, Tenant shall pay to Landlord, as additional rent if, and at the  
time of any such credit of surpluses, an amount equal to all such surpluses so  
credited. For example: if (i) the property is subject to an annual assessment of  
$1,000.00, and (ii) a surplus of $200.00 is credited towards the current year's  
assessment which reduces the assessment amount shown on the property tax xxxx  
from $1,000.00 to $800.00, Tenant shall, upon receipt of notice from Landlord,  
pay to Landlord said $200.00 credit as Additional Rent.  
  
46. ASSIGNMENT AND SUBLETTING (CONTINUED):  
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 A. Notwithstanding the foregoing, Landlord and Tenant agree that it shall  
not be unreasonable for Landlord to refuse to consent to a proposed assignment,  
sublease or other transfer ("Proposed Transfer") if the Premises or ant other  
portion of the Property would become subject to additional or different  
Government Requirements as a direct or indirect consequence of the Proposed  
Transfer and/or the Proposed Transferee's use and occupancy of the Premises and  
the Property. However, Landlord may, in its sole discretion, consent to such a  
Proposed Transfer where Landlord is indemnified by Tenant and (i) Subtenant or  
(ii) Assignee, in form and substance satisfactory to Landlord's counsel, by  
Tenant and/or the Proposed Transferee from and against any and all costs,  
expenses, obligations and liability arising out of the Proposed Transfer and/or  
the Proposed Transferee's use and occupancy of the Premises and the Property.  
  
 B. Any and all sublease agreement(s) between Tenant and any and all  
subtenant(s) (which agreements must be consented to by Landlord, pursuant to the  
requirements of this Lease) shall contain the following language:  
  
 "If Landlord and Tenant jointly and voluntarily elect, for any reason  
whatsoever, to terminate the Master Lease prior to the scheduled Master Lease  
termination date, then this Sublease (if then still in effect) shall terminate  
concurrently with the termination of the Master Lease. Subtenant expressly  
acknowledges and agrees that (1) the voluntary termination of the Master Lease  
by Landlord and Tenant and the resulting termination of this Sublease shall not  
give Subtenant any right or power to make any legal or equitable claim against  
Landlord, including without limitation any claim for interference with contract  
or interference with prospective economic advantage, and (2) Subtenant hereby  
waives any and all rights it may have under law or at equity against Landlord to  
challenge such an early termination of the  
  
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Sublease, and unconditionally releases and relieves Landlord, and its officers,  
directors, employees and agents, from any and all claims, demands, and/or causes  
of action whatsoever (collectively, "Claims"), whether such matters are known or  
unknown, latent or apparent, suspected or unsuspected, foreseeable or  
unforeseeable, which Subtenant may have arising out of or in connection with any  
such early termination of this Sublease. Subtenant knowingly and intentionally  
waives any and all protection which is or may be given by Section 1542 of the  
California Civil Code which provides 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 debtor.  
  
 The term of this Sublease is therefore subject to early termination.  
Subtenant's initials here below evidence (a) Subtenant's consideration of and  
agreement to this early termination provision, (b) Subtenant's acknowledgment  
that, in determining the net benefits to be derived by Subtenant under the terms  
of this Sublease, Subtenant has anticipated the potential for early termination,  
and (c) Subtenant's agreement to the general waiver and release of Claims above.  
  
 Initials: Initials:  
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 Subtenant Tenant  
  
47. BANKRUPTCY AND DEFAULT: Paragraph 19 is modified to provide that with  
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respect to non-monetary defaults not involving Tenant's failure to pay Basic  
Rent or Additional Rent, Tenant shall not be in default of any non-monetary  
obligation if (i) more than thirty (30) days is required to cure such non-  
monetary default, and (ii) Tenant commences cure of such default as soon as  
reasonably practicable after receiving written notice of such default from  
Landlord and thereafter continuously and with due diligence prosecutes such cure  
to completion.  
  
48. ABANDONMENT: Paragraph 20 is modified to provide that Tenant shall not be  
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in default under the Lease if it leaves all or any part of Premises vacant so  
long as (i) Tenant is performing all of its other obligations under the Lease  
including the obligation to pay Basic Rent and Additional Rent (ii) Tenant  
provides on-site security during normal business hours for those parts of the  
Premises left vacant, (iii) such vacancy does not materially and adversely  
affect the validity or coverage of any policy of insurance carried by Landlord  
with respect to the Premises, and (iv) the utilities and heating and ventilation  
system are operated and maintained to the extent necessary to prevent damage to  
the Premises or its systems.  
  
49. HAZARDOUS MATERIALS: Landlord and Tenant agree as follows with respect to  
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the existence or use of "Hazardous Materials" (as defined herein) on, in, under  
or about the Premises and real property located beneath said Premises and the  
common areas of the Parcel, which includes the entire parcel of land on which  
the Premises are located as shown in Green on Exhibit A attached hereto  
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(hereinafter collectively referred to as the "Property"):  
  
 A. As used herein, the term "Hazardous Materials" shall mean any material,  
waste, chemical, mixture or byproduct which is or hereafter is defined, listed  
or designated under Environmental Laws (defined below) as a pollutant, or as a  
contaminant, or as a toxic or hazardous substance, waste or material, or any  
other unwholesome, hazardous, toxic, biohazardous, or radioactive material,  
waste, chemical, mixture or byproduct, or which is listed, regulated or  
restricted by any Environmental Law (including, without limitation, petroleum  
hydrocarbons or any distillates or derivatives or fractions thereof,  
polychlorinated biphenyls, or asbestos). As used herein, the term "Environmental  
Laws" shall mean any applicable Federal, State of California or local government  
law (including common law), statute, regulation, rule, ordinance, permit,  
license, order, requirement, agreement, or approval, or any determination,  
judgment, directive, or order of any executive or judicial authority at any  
level of Federal, State of California or local government (whether now existing  
or subsequently adopted or promulgated) relating to pollution or the protection  
of the environment, ecology, natural resources, or public health and safety.  
  
 B. Tenant shall obtain Landlord's written consent, which may be withheld  
in Landlord's discretion, prior to the occurrence of any Tenant's Hazardous  
Materials Activities  
  
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(defined below); provided, however, that Landlord's consent shall not be  
required for normal use in compliance with applicable Environmental Laws of  
customary household and office supplies (Tenant shall first provide Landlord  
with a list of said materials use), such as mild cleaners, lubricants and copier  
toner. As used herein, the term "Tenant's Hazardous Materials Activities" shall  
mean any and all use, handling, generation, storage, disposal, treatment,  
transportation, release, discharge, or emission of any Hazardous Materials on,  
in, beneath, to, from, at or about the Property, in connection with Tenant's use  
of the Property, or by Tenant or by any of Tenant's agents, employees,  
contractors, vendors, invitees, visitors or its future subtenants or assignees.  
Tenant agrees that any and all Tenant's Hazardous Materials Activities shall be  
conducted in strict, full compliance with applicable Environmental Laws at  
Tenant's expense, and shall not result in any contamination of the Property or  
the environment. Tenant agrees to provide Landlord with prompt written notice of  
any spill or release of Hazardous Materials at the Property during the term of  
the Lease of which Tenant becomes aware, and further agrees to provide Landlord  
with prompt written notice of any violation of Environmental Laws in connection  
with Tenant's Hazardous Materials Activities of which Tenant becomes aware. If  
Tenant's Hazardous Materials Activities involve Hazardous Materials other than  
normal use of customary household and office supplies, Tenant also agrees at  
Tenant's expense: (i) to install such Hazardous Materials monitoring, storage  
and containment devices as Landlord reasonably deems necessary (Landlord shall  
have no obligation to evaluate the need for any such installation or to require  
any such installation); (ii) provide Landlord with a written inventory of such  
Hazardous Materials, including an update of same each year upon the anniversary  
date of the Commencement Date of the Lease ("Anniversary Date"); and (iii) on  
each Anniversary Date, to retain a qualified environmental consultant,  
acceptable to Landlord, to evaluate whether Tenant is in compliance with all  
applicable Environmental Laws with respect to Tenant's Hazardous Materials  
Activities. Tenant, at its expense, shall submit to Landlord a report from such  
environmental consultant which discusses the environmental consultant's findings  
within two (2) months of each Anniversary Date. Tenant, at its expense, shall  
promptly undertake and complete any and all steps necessary, and in full  
compliance with applicable Environmental Laws, to fully correct any and all  
problems or deficiencies identified by the environmental consultant, and  
promptly provide Landlord with documentation of all such corrections.  
  
 C. Prior to termination or expiration of the Lease, Tenant, at its  
expense, shall (i) properly remove from the Property all Hazardous Materials  
which come to be located at the Property in connection with Tenant's Hazardous  
Materials Activities, and (ii) fully comply with and complete all facility  
closure requirements of applicable Environmental Laws regarding Tenant's  
Hazardous Materials Activities, including but not limited to (x) properly  
restoring and repairing the Property to the extent damaged by such closure  
activities, and (y) obtaining from the local Fire Department or other  
appropriate governmental authority with jurisdiction a written concurrence that  
closure has been completed in compliance with applicable Environmental Laws.  
Tenant shall promptly provide Landlord with copies of any claims, notices, work  
plans, data and reports prepared, received or submitted in connection with any  
such closure activities.  
  
 D. If Landlord, in its sole discretion, believes that the Property has  
become contaminated as a result of Tenant's Hazardous Materials Activities,  
Landlord in addition to any other rights it may have under this Lease or under  
Environmental Laws or other laws, may enter upon the Property and conduct  
inspection, sampling and analysis, including but not limited to obtaining and  
analyzing samples of soil and groundwater, for the purpose of determining the  
nature and extent of such contamination. Tenant shall promptly reimburse  
Landlord for the costs of such an investigation, including but not limited to  
reasonable attorneys' fees Landlord incurs with respect to such investigation,  
that discloses Hazardous Materials contamination for which Tenant is liable  
under this Lease. Notwithstanding the above, Landlord may, at its option and in  
its sole and absolute discretion, choose to perform remediation and obtain  
reimbursement for cleanup costs as set forth herein from Tenant. Any cleanup  
costs incurred by Landlord as the result of Tenant's Hazardous Materials  
Activities shall be reimbursed by Tenant within thirty (30) days of presentation  
of written documentation of the expense to Tenant by Landlord. Such reimbursable  
costs shall include, but not be limited to, any reasonable consultant and  
attorney fees incurred by Landlord. Tenant shall take all actions necessary to  
preserve any claims it has against third parties, including, but not limited  
to, its insurers, for claims related to its operation, management of Hazardous  
Materials or contamination of the Property. Except as may be required of Tenant  
by applicable Environmental Laws, Tenant shall not perform any sampling,  
testing, or drilling to identify the presence of any Hazardous Materials at the  
Property, without Landlord's prior written consent which may be withheld in  
Landlord's discretion. Tenant shall promptly provide Landlord with copies of any  
claims, notices, work plans, data and reports prepared, received or submitted in  
connection with any sampling, testing or drilling performed pursuant to the  
preceding sentence.  
  
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E. Tenant shall indemnify, defend (with legal counsel acceptable to Landlord,  
whose consent shall not unreasonably be withheld) and hold harmless Landlord,  
its employees, assigns, successors, successors-in-interest, agents and  
representatives from and against any and all claims (including but not limited  
to third party claims from a private party or a government authority),  
liabilities, obligations, losses, causes of action, demands, governmental  
proceedings or directives, fines, penalties, expenses, costs (including but not  
limited to reasonable attorneys', consultants' and other experts' fees and  
costs), and damages, which arise from or relate to: (i) Tenant's Hazardous  
Materials Activities; (ii) any Hazardous Materials contamination caused by  
Tenant prior to the Commencement Date of the Lease; or (iii) the breach of any  
obligation of Tenant under this Paragraph 49 (collectively, "Tenant's  
Environmental Indemnification"). Tenant's Environmental Indemnification shall  
include but is not limited to the obligation to promptly and fully reimburse  
Landlord for losses in or reductions to rental income, and diminution in fair  
market value of the Property. Tenant's Environmental Indemnification shall  
further include but is not limited to the obligation to diligently and properly  
implement to completion, at Tenant's expense, any and all environmental  
investigation, removal, remediation, monitoring, reporting, closure activities,  
or other environmental response action (collectively, "Response Actions").  
Tenant shall promptly provide Landlord with copies of any claims, notices, work  
plans, data and reports prepared, received or submitted in connection with any  
Response Actions.  
  
It is agreed that the Tenant's responsibilities related to Hazardous Materials  
will survive the expiration or termination of this Lease and that Landlord may  
obtain specific performance of Tenant's responsibilities under this Paragraph  
49.  
  
50. CONSENT: Whenever the consent of one party to the other is required  
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hereunder, such consent shall not be unreasonably withheld.  
  
51. AUTHORITY TO EXECUTE: The parties executing this Lease Agreement hereby  
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warrant and represent that they are properly authorized to execute this Lease  
Agreement and bind the parties on behalf of whom they execute this Lease  
Agreement and to all of the terms, covenants and conditions of this Lease  
Agreement as they relate to the respective parties hereto.  
  
52. PUNCH LIST: In addition to and notwithstanding anything to the contrary in  
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Paragraphs 5 and 40 of this Lease, Tenant shall have thirty (30) days after the  
Commencement Date to provide Landlord with a written "punch list" pertaining to  
defects in the interior improvements constructed by Landlord for Tenant. As soon  
as reasonably possible thereafter, Landlord, or one of Landlord's  
representatives (if so approved by Landlord), and Tenant shall conduct a joint  
walk-through of the Premises (if Landlord so requires), and inspect such Tenant  
Improvements, using their best efforts to agree on the incomplete or defective  
construction related to the Tenant Improvements installed for Tenant by  
Landlord. After such inspection has been completed, Landlord shall prepare, mid  
both parties shall sign, a list of all "punch list" items which the parties  
reasonably agree are (i) to be corrected by Landlord (but which shall exclude  
any damage or defects caused by Tenant, its employees, agents or parties Tenant  
has contracted with to work on the Premises) or (ii) if said defects and/or  
damaged item(s) are not material, Landlord may elect, in its sole and absolute  
discretion, not to repair such item(s), but to acknowledge in written form the  
defect and/or damaged item(s):in which case, notwithstanding anything to the  
contrary in said Lease Paragraph 5 ("Acceptance and Surrender"), Tenant shall  
not be responsible upon Lease Termination to repair said item(s) so noted by  
Landlord. Landlord shall have thirty (30) days thereafter (or longer if  
necessary, provided Landlord is diligently pursuing the completion of the same)  
to complete, at Landlord's expense, the "punch list" items without the  
Commencement Date of the Lease and Tenant's obligation to pay Rental thereunder  
being affected. Notwithstanding the foregoing, a crack in the foundation, or  
exterior walls or any other defect in the structure or Building that does not  
endanger the structural integrity of the building, or which is not life-  
threatening, shall not be considered material, nor shall Landlord be responsible  
for repair of same. This Paragraph shall be of no force and effect if Tenant  
shall fail to give any such notice to Landlord within thirty (30) days after the  
Commencement Date of this Lease.  
  
53. MAINTENANCE OF THE PREMISES: Notwithstanding anything to the contrary in  
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Xxxxxxxxx 0, Xxxxxxxx shall repair, damage to the structural shell, foundation,  
and roof structure (but not the interior improvements, roof membrane, or  
glazing) of the building leased hereunder at Landlord's cost and expense  
provided Tenant has not caused such damage, in which event Tenant shall be  
responsible for 100 percent of any such costs for repair or damage so caused by  
the Tenant. Notwithstanding the foregoing, a crack in the foundation or exterior  
walls, or any other defect in the Building that does not  
  
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endanger the structural integrity of the building for which Tenant is not  
responsible, or which is not life-threatening, shall not be considered material,  
and Landlord may elect, in its sole and absolute discretion, not to repair  
and/or replace the same.  
  
54. COMPLIANCE CONTINUED: Any non-conformance of the improvements installed and  
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paid for by Landlord as set forth on Exhibit B, required to be corrected by the  
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governing agency, shall be corrected at the cost and expense of Landlord if such  
non-conformance exists as of the Commencement Date of the Lease and further  
provided that such governing agency's requirement to correct the non-conformance  
is not initiated as a result of: (i) any future improvements made by or for  
Tenant; or (ii) any permit request made to a governing agency by or for Tenant.  
Any nonconformance of the Premises occurring after the Commencement Date of this  
Lease Agreement shall be the responsibility of Tenant to correct at Tenant's  
cost and expense.  
  
55. ADDITIONAL RENT CONTINUED: The following costs and expenses shall be  
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excluded from Additional Rent provided they are not related to the Premises  
leased by Tenant:  
  
 A. Leasing commissions, attorney's fees, costs, disbursements, and other  
expenses incurred in connection with negotiations with other third party tenants  
(provided said third party tenant is not a subtenant and/or assignee of Tenant),  
or disputes between Landlord and other third party tenants, or in connection  
with marketing, leasing, renovating, or improving space for other current or  
prospective third party tenants or other current or prospective third party  
occupants of the Complex; notwithstanding anything to the contrary in Paragraph  
4D, any costs mid expenses Landlord is entitled to be reimbursed for as stated  
under Paragraph 19 (Bankruptcy and Default") are not included in the "excluded  
Additional Rent items" reflected in this Paragraph 55.  
  
 B. The cost of any service sold to any other third party tenant or other  
third party occupant (provided said third party tenant or third party occupant  
is not a subtenant and/or assignee of Tenant) for which Landlord is entitled to  
be reimbursed as an additional charge or rental over and above the basic rent  
and additional rent payable under the lease agreement with said other third  
party tenant (including, without limitation, after-hours HVAC costs or over-  
standard electrical consumption costs incurred by such other third party  
tenants).  
  
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 CHECK No. 2655 for $121,256,50  
  
 Paid to A&P Foundations  
 0000 Xxxxxxxx Xxxxxxx Xxxx., Xxxxx 000, Xxxxx Xxxxx, XX 00000  
  
 12/09/1998  
  
 17  
  
  
$121,256.50 Building: Siri B  
 Date Due: November 1, 1998  
  
 PROMISSORY NOTE  
  
 THE UNDERSIGNED, CacheFlow, Inc., a Delaware corporation, hereby  
promises, covenants and agrees to pay to the Arrillaga Foundation and the Xxxxx  
Foundation, at Santa Clara, California, the principal sum of ONE HUNDRED TWENTY  
ONE THOUSAND TWO HUNDRED FIFTY SIX AND 50/100 DOLLARS ($121,256.50) without  
interest on or before November 1, 1998. This sum is final payment of a Security  
Deposit provided for in accordance with the Lease Agreement between the parties  
dated July 14, 1998, for approximately 39,115+ square feet of space located at  
000 Xxxxxxx Xxxxxx, Xxxxxxxxx, Xxxxxxxxxx. The parties' rights to payment,  
nonpayment or refund of the sum due under this Note shall be governed solely by  
the above Lease Agreement.  
  
 IN THE EVENT the undersigned defaults in the timely payment of this Note,  
the undersigned shall pay to Holder, in addition to the principal sum due  
hereunder, interest thereon at the then existing highest interest rate  
chargeable by law from August 15, 1998 until this Note is paid in full.  
  
 IN THE EVENT legal action is taken to enforce the provisions of this  
Note, the undersigned, does promise, covenant, and agree to pay, in addition to  
the principal due hereunder and any interest accrued thereon, attorney fees  
and/or court costs incurred by Holder by reason of such enforcement of the  
provisions herein contained whether or not such action is prosecuted to  
judgement.  
  
 THIS NOTE shall be governed and construed according to the laws of the  
State of California.  
  
 IN WITNESS WHEREOF, the undersigned have/has executed this Promissory  
Note as of the 24 day of July, 1998.  
 --  
  
  
 CACHEFLOW, INC.  
 a Delaware corporation  
  
 By /s/ Xxx X. Xxxxx  
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 Xxx X. Xxxxx  
 ------------  
 Type or Print Name  
  
 Title V.P. Cust. Support & Mfg  
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 By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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