

Lease

This Lease Agreement (“Agreement”) is made and entered into this fourteenth day of August 2012 by Hines REIT 1900/2000 Alameda de las Pulgas LLC hereinafter called “Owner” and The Carey School hereinafter called “Tenant.”

Witnesseth: That, for and in consideration of the payment of the rents and the performance of the covenants contained herein on the part of Tenant; and, in consideration of the premises, Tenant does hereby lease from Owner upon the terms and conditions hereinafter set forth, the following described parking spaces (on a non-exclusive basis), situated in the City of San Mateo, County of San Mateo, State of California at 1900, 1950, 2000 Alameda de las Pulgas (“Property”) particularly described as:

1900, 1950, 2000 Alameda de Las Pulgas - Exterior Parking Lots restricted to no more than twenty (20) parking stalls (as depicted on the attached site plan, Exhibit A) to be occupied only by faculty and staff of Tenant (“Leased Premises”).

The term of this Agreement (the “Term”) shall commence on September 1, 2012 and expire on June 30, 2013.

Rent shall be:

In monthly installments of Five Hundred Dollars (\$500.00).

Rent shall be paid in accordance with Paragraph 20.

This lease is made subject to the following conditions:

1. Should default be made in the payment of any portion of the rent when due, or in the keeping of any of the covenants herein contained, Owner, his agent, or attorney, may pursue all legal remedies available to Owner against Tenant, including termination of this Agreement. Should Tenant breach the Agreement and abandon the Leased Premises prior to the expiration of the Agreement Owner shall have the right to exercise all remedies afforded in California Civil Code, Section 1951.4, as well as all other remedies at law available to Owner.
2. Tenant may not assign or hypothecate its interest in the Leased Premises.
3. Tenant shall provide Owner with license plate numbers for all vehicles authorized to park on the Leased Premises not less often than monthly.
4. Tenant shall personally occupy the Leased Premises. Tenant shall not make any alterations thereon without written consent of the Owner, nor shall Tenant commit or suffer to be permitted any waste upon the premises. Tenant shall provide sufficient staffing and oversight of the parking lot to insure that the parking operation is operated in a safe, clean, first class manner.

5. Tenant shall not use the Leased Premises for any purpose that will cause Owner to incur any additional or added expense, without first obtaining the written consent of Owner.
6. Tenant shall comply with all laws and ordinances of the City and County of San Mateo or any other government entity having jurisdiction over the Leased Premises.
7. If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.
8. Waiver, by Owner, of any covenant herein contained shall not vitiate the same or any other covenant contained herein and the terms and conditions contained herein are to apply to and bind the heirs, successor, and assigns of each of the parties hereto.
9. Tenant shall pay any and all city or county parking taxes, if applicable, prior to any such taxes becoming delinquent.
10. Owner may cancel this lease with or without cause by giving thirty (30) days written notice to Tenant and there shall be no refund of any monies previously paid.
11. At the expiration of the term of this Agreement, or sooner termination thereof, Tenant shall peacefully quit and surrender possession of the Leased Premises in as good condition as it was received.
12. Tenant shall use the Leased Premises for parking automobiles owned by the faculty and staff of Tenant and for no other purpose.
13. Employees or agents of Tenant shall have no authority to make or agree to bind Owner to a lease and none of the provisions or agreements set forth in this Agreement shall be binding upon Owner, unless and until this Agreement is signed by Owner. No act or omission of any employee or agent of Tenant shall change or modify any of the provisions hereof.
14. From time to time, Owner or Tenant may suggest changes in the parking policies. Owner, in its sole discretion, shall make all decisions with regard to the parking policies and Tenant shall be responsible for implementing any such decisions.
15. Tenant shall maintain and keep the non-structural portions of the Leased Premises in a safe, clean, sanitary condition and shall abide by all laws, rules and regulations of any governmental authority having jurisdiction over the Leased Premises. Tenant shall be solely responsible for the prompt clean-up of all oil, lubricant and/or gasoline spills occurring on the Leased Premises. Tenant agrees to accept the Leased Premises in its "as is" condition.
16. Tenant shall be responsible for repair costs for any damage to landscape or campus grounds caused by Tenant's use of Leased Premises.

17. Tenant agrees to accept the Leased Premises in its "as is" condition.
18. Insurance: Tenant shall maintain insurance on the premises of the following character at all times during the Term:
 - (a) General Public Liability in the minimum amounts of \$1,000,000
 - (b) Property Damage in the amount of \$1,000,000
 - (c) Umbrella insurance coverage up to an amount of \$5,000,000
 - (d) Tenant shall furnish Owner, prior to execution of this Agreement, a Certificate of Insurance. Owner shall be named as an additional insured on Tenant's policy or policies, and Tenant shall provide Owner with written evidence of such inclusion. All insurance policies shall be non-cancelable without thirty (30) days prior written notice to Owner. Additional insured on the certificate shall be named as follows: Hines REIT 1900/2000 Alameda de las Pulgas LLC, a Delaware limited liability company, and Hines Interests Limited Partnership, a Delaware limited partnership.

Tenant agrees not to use or permit the use of the parking facilities or any part thereof for any purpose or in any manner that would vitiate, modify, or otherwise affect any insurance carried by Owner on the parking facilities or any adjoining and neighboring premises.

19. Owner will provide and pay for the cost of electric power for lighting and incidental use.
20. Rent shall be paid monthly for the entire Term on the 1st day of each calendar month.
21. Waiver of Subrogation: Notwithstanding anything in this Agreement to the contrary, but subject always to the condition that no such waiver or covenant shall affect the validity of, or coverage provided by, any insurance policy or policies maintained by or for the benefit of Owner or Tenant, Owner and Tenant hereby waive and indemnify the other party hereto against any and all rights of recovery, claim, action, or cause of action against such other party herein, by reason of fire, explosion, or any other cause which could be insured against under the terms of fire and extended coverage insurance policies, and covenant that no insurer shall hold any right of subrogation against such other party. Each party shall notify its insurance carrier of this waiver and, if requested by the other, shall obtain an acknowledgment of such notice and confirmation of the waiver of rights of subrogation.
22. Indemnification: Tenant shall indemnify and save harmless Owner and their respective employees, officers, agents, partners or members from and against all liability, claims, demands, expenses, fees, costs (including reasonable attorney's fees), fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of any occupancy, management, or control of the Leased Premises or Tenant's operations, negligence or willful misconduct, or activities on the Property.

23. Notices: Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by registered mail, postage prepaid, or by overnight courier and shall be addressed to:

Owner: **Hines**
Attn: Kevin McMeans and Charles Hazen
2800 Post Oak Blvd.
Suite 4800
Houston, TX 77056

with copies to:

Hines
Attn: James Buie and Thomas Kruggel
101 California Street
Suite 1000
San Francisco, CA 94111

Hines
Attn: Property Manager
2000 Alameda de las Pulgas
Suite 123
San Mateo, CA 94403

Tenant: **The Carey School**
One Carey School Lane
San Mateo, CA 94403
Attention: Jane Kolmodin
650-345-8205

24. Binding on Successor and Assigns: The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefits of each of the parties hereto, their heirs, personal representatives, successors, and assigns.
25. Attorney's Fees: If either Tenant or Owner becomes a party to any litigation or arbitration concerning this Agreement, the Leased Premises, or other improvements in which the Leased Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by reason of any act of omission or the party that becomes a party to that litigation or any act of omission of its authorized representatives,

the party that caused the other party to become involved in the litigation is liable to that party for reasonable attorney's fees and court costs incurred.

[Signatures follow on the following page.]

In Witness Whereof, Owner and Tenant have hereunto subscribed their names the day and year of this lease first above written.

Witness:

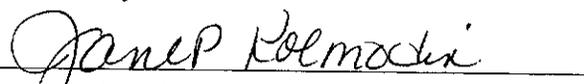
Owner: **Hines REIT 1900/2000 Alameda de las Pulgas LLC**

By: 

Its: Kevin L. McMeans
Authorized Agent



Tenant: **The Carey School**

By: 

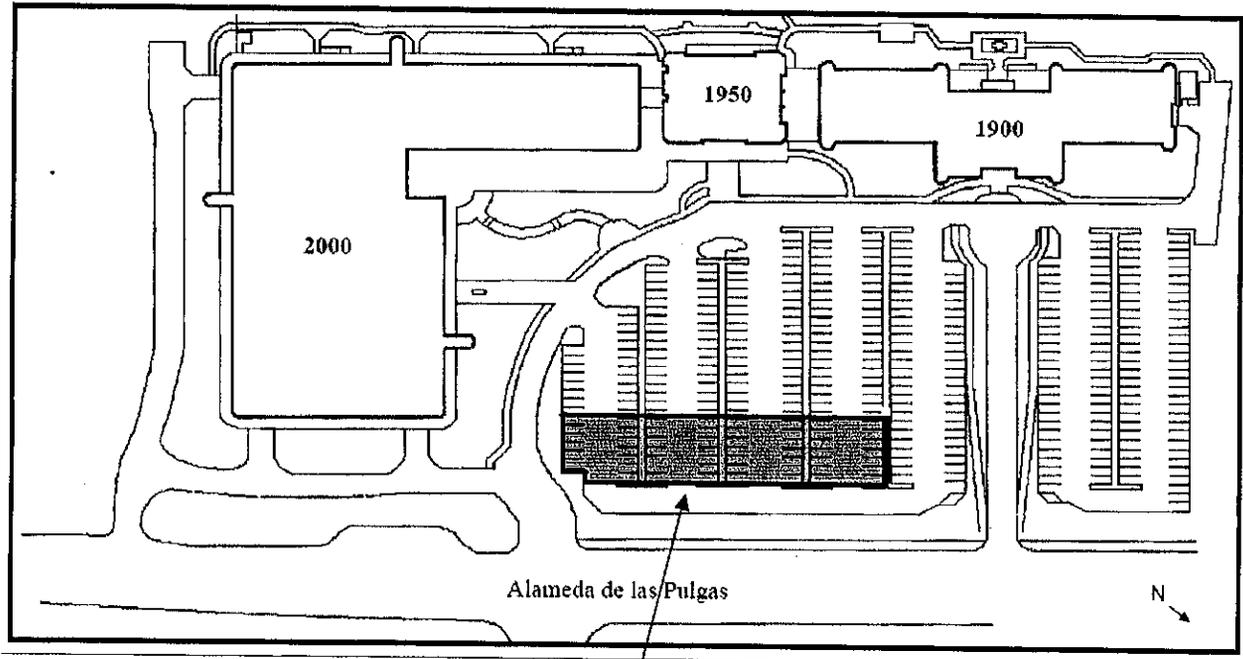
Its: Chief Financial Officer





The Carey School Parking Lease
Exhibit A

1900, 1950 and 2000 Alameda



General Leased Area:

Twenty (20) non-exclusive parking spaces generally located in highlighted area of surface parking lot.