

10 ALMADEN

BUILDING GUIDE

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INTRODUCTION

WELCOME



It is with a great deal of pleasure that we welcome you to Ten Almaden and extend our cordial wishes for continued success in your new space! To facilitate your move and to make the transition to your new space as convenient as possible, we are presenting you with this Tenant Welcome Package.

This guide provides important information that will help your organization get familiar with the building. Should you need additional copies or have questions concerning your occupancy or move, please feel free to contact the property management team.

We look forward to establishing a great working relationship with you and your office staff.

Sincerely,

Property Management
10 Almaden Blvd., Suite 440
San Jose, CA 95113
P 408.572.8450

BUILDING INFORMATION

BUILDING MANAGEMENT

Ten Almaden Is Managed By: Cushman & Wakefield U.S., Inc.

Property Management Team:

Jillian Monteleone

Associate Director

Email: jillian.monteleone@cushwake.com

Phone: (408) 572-8461

Sean Yamagiwa

Property Manager

Email: sean.yamagiwa@cushwake.com

Phone: (408) 572-8458

Kathy Nguyen

Property Administrator

Email: kathy.nguyen@cushwake.com

Phone: (408) 572-8451

Scott McMaster

Chief Engineer

Eddie Romo

Assistant Chief Engineer

Main Line: (408) 572-8450

Building Hours:

8:00 a.m. – 6:00 p.m.

(Security officers on site 24/7)

Management Office Hours:

8:00 a.m. – 5:00 p.m.

After Hours:

Building has on-site security 24/7. If you need to reach management after hours, contact Security at 408-422-2877.

Work Orders, Maintenance & Reservation:

All regular work orders, maintenance & reservation requests are entered into Angus, our building management system.

BUILDING KEYS

Suite Keys:

New tenants will receive 2 keys to each suite entrance at no cost. Keys are distributed by Cushman & Wakefield upon move-in. Additional keys may be purchased through Angus (tenant work order system).

All keys must be returned to the building management office upon move-out.

Due to code regulations and safety concerns, it is important that doors / locks are not tampered with. Please contact the building management office for all installation and/or repair requests.

Building Access Card Keys:

Elevator access cards are necessary to access your floor after hours. These cards will be provided upon move-in; however additional cards should be requested and billed back to tenant after initial move in. Tenants will be responsible for requesting elevator access cards from building management.

Parking Garage Programming:

To facilitate activating your parking garage access, please complete the attached parking application which will be forwarded to our garage operator SP+. Should you need additional spaces over and above what your lease agreement has allocated, please contact Building Management.

EMERGENCY CONTACT INFORMATION

Emergency (Police, Fire, Medical)	911
Police Dispatch (Non-Emergency)	(415) 553-0123
Fire Dept. (Non-Emergency)	(415) 558-3200
Poison Control	(800) 222-1222

BUILDING SERVICES

ELEVATORS

The building also has a freight elevator. The freight elevator is used by vendors and engineering. Tenants may use the freight elevator for deliveries and moves only.

Elevator hours are: 8:00 am – 5:00 pm, may be reserved for special moves or delivery before 7:00am or after 6:00pm Monday through Friday. Anytime on Saturday and Sundays (subject to Property Management's prior approval).

Elevator Card Programming

After-hours access to floors via elevators will require an access card. Access cards are purchased through Angus (tenant work order system).

E-WASTE RECYCLING

Options for e-Waste recycling:

- We coordinate (2) two E-Waste Recycling events annually for our tenants.

HVAC

Heating, Ventilation, Air Conditioning:

Tenants will be provided with HVAC per the terms of their lease. Any after hours/extra HVAC can be arranged by dialing in for after-hours HVAC (instructions will be provided upon move in).

HVAC is not provided during holidays, but can be arranged by dialing in for after-hours HVAC.

LANDFILL & RECYCLING

Ten Almaden is committed to reducing and recycling disposable items (trash) as much as possible to protect our environment. We have developed the following policies and procedures to ensure a successful trash/recycling program.

Each floor/tenant will have bins for Dry (recycling/trash) & Wet (compost) containers in the kitchen area.

BLUE (WITHOUT LINER): Every private office or workstation will have a recycling receptacle WITHOUT a trash bag liner. In order to keep them clean, these unlined receptacles should be used for DRY recyclables, including paper, non-liquid containing rigid plastic, empty bottles and cans, and cardboard. No liquid should be disposed of in any of the blue recycle containers.

GREY/BLACK/GREEN: Every private office or workstation will have a GREY/BLACK bin with a clear liner for Compost.

Kitchen/Break Room Area Bins

GREEN: Every break room, kitchen area will have a green trash receptacle WITH a clear trash liner. This is for compostable items such as soiled food items, paper plates, paper coffee cups, pizza boxes, plant/flower clippings and coffee grounds.

BLACK BINS: Every break room, kitchen area will have a blue/black trash receptacle WITH a BLACK trash liner. This is strictly for DRY and recyclable items (plastic coated plates & cups, rigid plastic such as chip bags and plastic grocery bags, Styrofoam etc.)

Utensils must be marked “compostable” in order to be placed in the green composting bins. Hard plastic items such as forks, spoons and knives will go in the recycling bin.

RESTROOMS

Tenants are to throw only soiled hand towels and paper in the restroom trash receptacles. No landfill items are permitted in these receptacles.

LIFE SAFETY / EMERGENCY RESPONSE INFORMATION

The safety and security of our tenants is a top priority at Ten Almaden.

Emergency response drills (fire drills) are conducted annually. The building also hosts an annual floor warden training.

MAIL SERVICES

The US Postal Service delivers mail to the building mail room located in the lobby adjacent to Citibank. Tenants should contact building management in order to obtain a mailbox and key.

A Federal Express and UPS drop-off box is also located in the mailroom.

TELECOMMUNICATIONS

Please contact the service provider of your choice to arrange your telecommunication needs. Approval may be needed for certain jobs that involve altering the building (i.e. drilling, installing jacks, etc.) If you are unsure, please contact building management for direction at (408) 572-8450.

Please note: Telecommunications providers **MUST** arrange access to any telecom rooms (risers or MPOE) with our riser management company prior to any work being performed. Their contact info is provided: **Summit Riser** - 1-866-778-6648

WORK ORDER & MAINTENANCE REQUESTS

All non-urgent, non-emergency work orders and maintenance requests are entered into Angus (tenant work order system). Once the work order is entered by the tenant, a “ticket” is generated and the appropriate staff member is notified electronically (i.e., dayporter if a janitorial request, engineering if a maintenance request, management office staff for all other requests).

The main tenant contact for your company will be set up on the system with a login and password. They will also be provided with a brief tutorial on how to enter the work orders.

Additional staff may be added to the system by filling out the tenant information form.

If you have an urgent request or in the event of an emergency, please call our office immediately at (408) 572-8450.

MOVING GUIDELINES AND INFORMATION

MOVING GUIDELINES AND INFORMATION

Any tenant moving furniture or equipment into or out of the building needs to coordinate with Property Management in advance. Please review the following guidelines below:

- Please email Property Management at sean.yamagiwa@cushwake.com or jillian.monteleone@cushwake.com to provide the earliest possible date but in no event less than 72 hours before the move is scheduled to occur.
- Tenants shall be responsible for distributing these guidelines to the movers and will be held responsible for any damage incurred to the building as a result of the move.
- Moving is not permitted during business hours. Moving hours are after 6:00pm or before 7:00am Monday through Friday or anytime on Saturday and Sundays (subject to Property Management's prior approval).
- Movers must provide a Certificate of Insurance prior to the move-in/move out date. See Vendor Insurance Requirements attached.
- All furnishings and equipment will be delivered/moved out via the loading dock only.
- If you are vacating the building, you will need to schedule a walk-through of your suite with a representative from Property Management team prior to the move for determination of restoration items as stated in the lease agreement.
- In addition a post move-out walk should be scheduled with the Property Manager after everything has been moved out to assess the condition of the suite, (i.e., doors, walls, carpets, flooring, windows, ceiling tiles and blinds).

Movers must take care to protect all walls, floors, doors and fixtures, including using cardboard corner guards. The mover shall be responsible for supplying Masonite or Plywood to cover interior flooring surfaces.

- Remove all empty boxes from the premises. No debris may be left at the back of the building or property dumpsters.
- All protective items are to be removed by the moving company at the conclusion of the move.
- If expecting additional deliveries of furniture, supplies or equipment, etc. following the initial move, the same rule still applies.
- Freight elevators must be used for all move-in and move-outs, transporting all furniture, boxes, carts, or other large objects for delivery.

VENDOR INSURANCE REQUIREMENTS

1. COMMERCIAL GENERAL LIABILITY INCLUDING PERSONAL INJURY

\$1,000,000.00 Per Occurrence

\$2,000,000.00 General Aggregate

Commercial General Liability includes coverage Premises-Operations, Products/Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability.

Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Persecution, Libel, Slander, Defamation or Violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy).

Any General Aggregate shall apply on a “Per Location” basis. However, significant construction activities shall be on a “Per Project” basis.

2. WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY

Where required by State Law, Worker’s Compensation Insurance with statutory limits for the State of California including benefits provided under coverage B – Employer’s Liability - \$1,000,000

3. AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance covering owned, non-owned and hired automobiles, trucks and trailers used by the Contractor. This insurance shall provide coverage not less than that of a standard comprehensive automobile liability policy with limits not less than \$1,000,000 combined single limit.

4. UMBRELLA LIABILITY*

Provide coverage in excess of the required employer’s liability, commercial general liability, and commercial automobile liability insurance policies.

\$2,000,000.00 Per Occurrence

\$2,000,000.00 Aggregate

* Owners and contractors protective liability policy in total limits of #1 and #4 may be used instead of a

commercial general liability and an umbrella policy naming the additional insured as the insured.

- 5. ADDITIONAL INSURED PARTIES FOR GENERAL LIABILITY, UMBRELLA AND AUTO LIABILITY SHALL READ AS FOLLOWS:** KBS Real Estate Investment Trust III, Inc., d/b/a KBS III Ten Almaden, LLC; KBS Capital Advisors, LLC; Cushman & Wakefield U.S., Inc.

**Certificate Holder: KBSIII Ten Almaden, LLC
c/o Cushman & Wakefield U.S., Inc.
10 Almaden Boulevard, Suite 440
San Jose, CA 95113**

6. CERTIFICATE IS ALSO TO INCLUDE AS PREVIOUSLY STATED IN CONTRACT:

All insurance coverage shall apply to all locations where the insured contractor is performing services for the holder of the certificate. All such insurance shall be primary and non-contributory. In the event of any cancellation or material change in coverage, written notice must be given at least sixty (60) days in advance to Manager and Owner by Contractor. All insurance companies writing policies shall be a minimum of A.M. Best's rated A X or higher. Further, a waiver of subrogation endorsement to both the Commercial General Liability and Workers Compensation insurance policies should be furnished in favor of Owner.

- 7. OTHER:** Ten Almaden, 10 Almaden Boulevard San Jose, CA 95113 should be noted under the description of operations/locations/vehicles on the certificate of insurance.

BUILDINGS RULES AND REGULATIONS

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.
2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.
3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the Santa Clara County, California area. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.
4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the

Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by Landlord.
6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.
7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.
8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees, agents, visitors or licensees shall have caused same.
9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent.
10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.
12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.
13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing,

Underwriters' laboratory-approved equipment and microwave ovens may be used in the Premises for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.
17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.
20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Santa Clara County, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.
21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.
23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord

standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sun screened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.
25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.
26. Tenant must comply with all applicable "NO-SMOKING" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.
27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.
28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.
29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.
30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.
31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.
32. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the

Premises.

33. No vehicle belonging to or in the control of Tenant, or any of Tenant's employees, licensees, clients, visitors or other occupants of the Premises, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Project, the Project parking facility, the Project loading dock, or any other area designated as a "no-parking" zone or area.
34. Tenant, Tenant's employees, licensees, clients, visitors or other occupants of the Premises, shall not, at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof of the Building or Project, except as directed to do so by Landlord or public authorities in the event of a life safety emergency.
35. After reasonable notice, except in the event of an emergency in which no notice shall be required, Landlord may close the Building and/or Project during normal Building hours for the purpose of performing maintenance or repairs which cannot feasibly be made outside of such normal Building hours.
36. Requests for services or maintenance, or any complaints regarding such services or maintenance or the operation of the Building shall be made in writing and delivered to the office of the Building to the attention of the Building manager.

Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

FORMS

FORMS

For your convenience, we have included downloadable and printable PDF document forms that will expedite various service requests. Hard copies of all forms are available from the Property Management Office as well. To view and print PDF files, you need the Adobe Acrobat Reader software. If not already installed on your computer, it can be obtained for free at www.adobe.com.

- 10 Almaden SP Plus Parking Form
- Bike Storage Form
- Fitness Center Waiver Form & Rules and Regulations
- Overnight Parking Form
- Tenant Contact Form
- Vendor Insurance Requirements - 10 Almaden