

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

August 11, 2010

LEASE No. GS-09B-02501

THIS LEASE, made and entered into this date between MARCO BERETTA, BRUCE BERETTA, DAVID BERETTA and SANDRA BERETTA DUNCANSON, General Partners holding title on behalf of Beretta Investment Group, a California Partnership

whose address is: 39560 Stevenson Place, Suite 118
Fremont, CA 94539-3074

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
11,398 rentable square feet (r.s.f.), yielding approximately 9,912 ANSI/BOMA Office Area square feet and related space located on the 1st Floor (Suite 100) at 3100 Mowry Avenue, Fremont, CA 94538-1509, together with two (2) onsite surface parking spaces, as depicted on the attached Exhibit A, marked as the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED
4. The Government may terminate this lease in whole or in part effective any time after the 10th year of this lease giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

NB PS

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. The two (2) reserved surface parking space(s) described in Paragraph 1 and parking spaces required by local code.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2823 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Sheet no. 1-2 containing Paragraphs 9-21;
- b) The Solicitation For Offers Number 9CA2823 (pages 1-68)
(all references to SFO shall also refer to any Special Requirements and Amendments);
- c) Special Requirements (pages 59-68) of the Solicitation For Offer Number 9CA2823 ;
- d) GSA Form 3517 (pages 1-2);
- e) GSA Form 3518 (pages 1-7);
- f) First generation Blue-Line Plan (Exhibit "A", page 1);
- g) Site Plan (Exhibit "B", page 1).

8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 21 have been added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: BERETTA INVESTMENT GROUP, a general partnership
BY [Signature] General Partner 8/4/2010
(Signature) (Signature)

IN PRESENCE OF:
[Signature] 39560 Stevenson Pl. #118, Fremont CA
(Signature) (Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY: [Signature]
PETER SHTEYN, CONTRACTING OFFICER, GSA