

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

# U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:

*February 12, 2010*

LEASE No. GS-09B-02488

THIS LEASE, made and entered into this date by and between OCC VENTURE LLC.

Whose address is 235 MONTGOMERY STREET, 16<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94104

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:

A total of 38,077 rentable square feet (RSF) of office and related space, which yields 33,388 ANSI/BOMA Office Area square feet (USF) of space located on the 2<sup>nd</sup> Floor (22,011 RSF / 19,888 USF) and 3<sup>rd</sup> Floor (16,066 RSF / 13,500 USF) at 1300 Clay Street, Oakland CA together with four (4) secure onsite parking spaces, as depicted on the attached "Exhibit A", the "Premises", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

3. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

4. The Government may terminate this lease in whole or in part effective any time after the fifth (5<sup>th</sup>) year of this lease giving at least 180 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.

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Lessor & Government

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5. THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED.

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

- A. The 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; provided that the Government shall make payments for lump sum items identified in Paragraph 3.3 of the attachment sheets in the amounts specified therein. Rent is subject to adjustment in accordance with Paragraph 3.3 "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CA2338 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) The Solicitation For Offers Number 9CA2338 (pages 1-44. (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) [REDACTED] Special Requirements (pages 1-5);
- c) Amendment Numbers 1-3 (pages 1-3),
- d) GSA Form 3517 General Clauses Incorporated by Reference(pages 1-2);
- e) GSA Form 3518 (pages 1-7);
- f) Sheets no.1-6 containing Paragraphs 9-26;
- g) Small Business Subcontracting Plan;
- h) The "Premises" (Exhibit "A" pages 1-2);

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

Paragraphs 2, 3, and 5, and of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 26 on Sheets no. 1-6 have been added.

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

LESSOR: OCC Ventures LLC, A Delaware Limited Liability Company

BY [Signature] (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF: [Signature] (Signature) \_\_\_\_\_ 235 Montgomery St, 16th fl. (Address)  
San Francisco, CA 94104

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

BY [Signature]  
CONTRACTING OFFICER, GSA PETER STEVEN

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning the day the space is accepted by the Government as complete and ready for occupancy for 10 years, 5 years firm in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth; provided, however, in no event shall the term hereof commence prior to August 7, 2010, regardless of whether the improvements to be constructed by Lessor (including the demising wall) are completed prior to that date. In no event shall the Government be entitled to a rent reduction under lease GS-09B-00028 as a result of any work performed by Lessor under this Lease (including the construction of the new demising wall and the Government's vacating the space excluded from it's current premises by the demising wall).
10. The Government shall pay the Lessor annual rent of \$1,608,891.69 at the rate of \$134,074.31 per month in arrears for years one (1) through three (3). For years four (4) through (5), the Government shall pay the Lessor annual rent of \$1,675,526.44 at the rate of \$139,627.20 per month in arrears. For years six (6) through ten (10) the Government shall pay the Lessor annual rent of \$1,280,725.64 at the rate of \$106,727.14 per month in arrears. Rent is subject to adjustment pursuant to SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment."

The above mention rates includes the use of four (4) secure inside parking spaces located on the premises at an annual cost of \$10,800 (\$225 per space per month) for years one (1) through five (5). Parking for years six (6) through ten (10) shall be at an annual cost of \$12,000 (\$250 per space per month).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Shorenstien Realty Services  
As agent for:  
OCC VENTURE, LLC  
3536 PAYSPIHERE CIRCLE  
CHIGAGO, IL 60674

Rent shall be paid according to the following schedule Tenant Improvement per RSF is subject to adjustment pursuant to SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment."

	Office Shell Rent (38,077 RSF)	TI's per RSF (Amort 8% 5 yrs)	Op Ex/RSF (38,077 RSF)	Total Office Annual Rent	Parking Annual	Total Annual Rent = Rent + Op Ex + Parking	Rent / Month
Year 1	\$20.35	\$12.15	\$9.47	\$1,598,091.69	\$10,800.00	\$1,608,891.69	\$134,074.31
Year 2	\$20.35	\$12.15	\$9.47	\$1,598,091.69	\$10,800.00	\$1,608,891.69	\$134,074.31
Year 3	\$20.35	\$12.15	\$9.47	\$1,598,091.69	\$10,800.00	\$1,608,891.69	\$134,074.31
Year 4	\$22.10	\$12.15	\$9.47	\$1,664,726.44	\$10,800.00	\$1,675,526.44	\$139,627.20
Year 5	\$22.10	\$12.15	\$9.47	\$1,664,726.44	\$10,800.00	\$1,675,526.44	\$139,627.20
Year 6	\$23.85	\$0.00	\$9.47	\$1,268,725.64	\$12,000.00	\$1,280,725.64	\$106,727.14
Year 7	\$23.85	\$0.00	\$9.47	\$1,268,725.64	\$12,000.00	\$1,280,725.64	\$106,727.14
Year 8	\$23.85	\$0.00	\$9.47	\$1,268,725.64	\$12,000.00	\$1,280,725.64	\$106,727.14
Year 9	\$23.85	\$0.00	\$9.47	\$1,268,725.64	\$12,000.00	\$1,280,725.64	\$106,727.14
Year 10	\$23.85	\$0.00	\$9.47	\$1,268,725.64	\$12,000.00	\$1,280,725.64	\$106,727.14
<b>Parking</b>	<b>Vehicles</b>	<b>s/Mo</b>	<b>Total/Year</b>				
Years 1-5	4	\$225	\$10,800				
Years 6-10	4	\$250	\$12,000				
<b>TI per USF</b>	56.95	<b>Total Allowance:</b>	\$1,901,446.60				

Rent for a lesser period shall be prorated.

11. The Government shall issue a Notice to Proceed in writing after Government and Lessor approve the Construction Documents. The Lessor shall have 120 calendar days from the receipt of the Government's Notice to Proceed to complete the build-out of the entire space. All items specified in Lease Agreement and as delineated on the Government Approved Design Intent Drawings shall be provided by the Lessor. Lessor shall not be responsible for Government caused delays.

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Lessor & Government



