

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-02577

THIS LEASE, made and entered into this date between **2400 PORT STREET, LLC**

whose address is: 1939 Harrison Street
Suite 605
Oakland, CA 94612-3507

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:

13,200 rentable square feet (r.s.f.), yielding 3,110 usable square feet (u.s.f.) and 10,090 usable square feet (u.s.f.) of warehouse space located on the 1st Floor at 1280 Terminal Way, West Sacramento, California 95691-3513 together with 6 onsite outside reserved parking spaces, as depicted on the attached Exhibit A to Lease No. GS-09B-02577, to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION. In addition, 1,190 usable square feet (u.s.f.) of warehouse space and 2,700 usable square feet (u.s.f.) of adjacent fenced yard area shall be provided at no additional cost by the Lessor to the Government as part of this lease.

2. PARAGRAPH 2 IS INTENTIONALLY OMMITTED

3. PARAGRAPH 3 IS INTENTIONALLY OMMITTED

4. The Government may terminate this lease in whole or in part effective any time after the 5th year of this lease giving at least 120 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 OMMITTED

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 5.1 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. 9CA2330 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 9CA2330 (44 pages) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Special Requirements for SFO 9CA2330 (1 page);
- c) Amendment Number 1 (3 pages);
- d) Amendment Number 2 (1 page);
- e) GSA Form 3517 (33 pages);
- f) GSA Form 3518 (7 pages);
- g) Sheet no. 1 containing Paragraphs 9-15;
- h) Sheet no. 2 containing Paragraphs 16-20;
- i) Exhibit "A" to GSA-09B-02577 (1 page);
- j) Exhibit "B" to GSA-09B-02577 (1 page).

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 20 have been added.

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

LESSOR: 2400 ROBT STREET, LLC

BY 

(Signature)

STEVEN PETERSON, MANAGER



(Signature)

EDWARD H. PETERSON III, MANAGER

IN PRESENCE OF:

(Signature)

(Address)

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

BY 

CONTRACTING OFFICER, GSA: PETER SHTEYN