

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

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

DATE OF LEASE: 7/28/11

LEASE No. GS-09B-LCA02597

THIS LEASE, made and entered into this date between **Alameda Reuse and Redevelopment Authority**

whose address is: 2263 Santa Clara Avenue  
Alameda, CA 94501

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:  
86,502 rentable square feet (r.s.f.), yielding approximately 80,000 ANSI/BOMA Office Area square feet and related space located at 1680 Viking Street, Alameda, CA together with 0 onsite surface parking spaces as depicted on the attached site plan (Exhibit A) (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 at any time during the term by 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.



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.

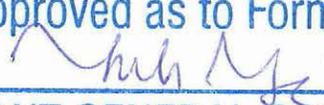
7. The following are attached and made a part hereof:

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

- a) Sheet no. 1 containing Paragraphs 9-14;
- b) Site Plan (Exhibit "A");
- c) Short Form Lease Amendments (pages 1-4)
- d) GSA Form 3517 (pages 1-33);
- e) GSA Form 3518 (pages 1-7).

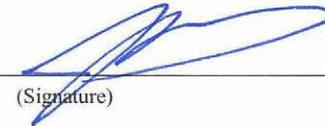
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 14 have been added.

Approved as to Form  
  
\_\_\_\_\_  
ASSISTANT GENERAL COUNSEL

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

LESSOR: Alameda Reuse and Redevelopment Authority

BY \_\_\_\_\_  
(Signature)  (Signature)

IN PRESENCE OF:

\_\_\_\_\_  
(Signature) (Address)

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

BY   
CONTRACTING OFFICER, GSA 



SHEET NUMBER 1 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-LAZ02624 <sup>2592</sup> *Me*

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning May 1, 2011 through April 30, 2012, subject to termination rights as may be hereinafter set forth.
10. The Government shall pay the Lessor annual rent as follows, in arrears. Rent for a lesser period shall be prorated.

Period	Shell Rental Rate/RSF	Operating Expenses/RSF	Tenant Improvement/RSF	Total Rate/RSF	Annual Rent/RSF
Year 1	\$4.038	\$0	\$0	\$4.038	\$349,260.00

11. **ACCEPTANCE OF SPACE:** Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.
12. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and the Lessor. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**
13. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
14. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Initials: *[Signature]* & *[Signature]*  
Lessor Government

*[Signature]*