



U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: October 21, 2010 LEASE NUMBER: GS-09B-02542

THE GENERAL SERVICES ADMINISTRATION

FOR



IN

Bakersfield, CA

NAME:

Peter Suteyn, Contracting Officer

TITLE: Bryan Bowman, Contracting Officer

The information collection requirements contained in this Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 RECITALS

- A. The [REDACTED] is required, pursuant to 49 U.S.C. 40101 - the Aviation and Transportation Security Act (ATSA), to oversee security measures at the Meadows Field Airport.
- B. The [REDACTED] is responsible for airline passenger and baggage screening services at the Airport.
- C. The United States General Services Administration (GSA), on behalf of [REDACTED] desires to lease certain facilities on the airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the [REDACTED] b(7)
- D. Space for [REDACTED] to screen passengers and baggage is expressly excluded from this LEASE.

2.0 AGREEMENT

THIS LEASE, made and entered into this date by and between County of Kern, Department of Airports, organized and existing under the laws of the State of California

Whose address is 3701 Wings Way, Suite 300, Bakersfield, CA 93308-7026

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:

2.1 AMOUNT AND TYPE OF SPACE

The Lessor hereby leases to the Government the following described premises:

- A. A total of 1,274 rentable square feet (RSF) of office and related space, which yields 1,274 ANSI/BOMA Office Area square feet (USF) of space, along with **Four (4)** reserved parking spaces located at (Meadows Field Airport), Bakersfield, CA 93308-7026 as indicated on the attached Floor Plans, to be used by Tenant for personnel, furnishing, and equipment.

Block A: 482 rentable square feet (rsf), identified as Suite 110 in the "International Terminal," 1401 Skyway Drive, Bakersfield, CA; together with two (2) outside (surface) on-site reserved parking spaces,

Block B: 792 rentable square feet (rsf), identified as Suite 234 in the "William M. Thomas Terminal," 3701 Wings Way, Bakersfield, CA; together with two (2) outside (surface) on-site reserved parking spaces,

- B. The common area factor for the leased premises occupied by the Government is established as 1.0.
- C. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.

2.2 LEASE TERM

TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years, 5 years firm commencing on July 20, 2011 and continuing through July 19, 2021 inclusive. GSA may terminate this lease in whole or in part after July 19, 2016 on sixty (60) calendar days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

2.3 TERMINATION RIGHTS

The Government reserves the right to terminate this lease with sixty (60) calendar days written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace [REDACTED] screeners with private contractors, or (iii) the checkpoint supported by the leased space is closed. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

2.4 RELOCATION RIGHTS

Three years following the effective date of this Lease, Lessor in its sole discretion may, if it becomes necessary in the orderly development of Airport, require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, Government agrees to move its personal property and equipment, at Government's sole cost and expense, to the new location prepared by Lessor upon 120 days prior written notice. Lessor shall be responsible for all other costs for such relocation. Airport shall provide such relocated Premises at the same rental rate as the original Premises unless the new Premises is located in an area that Airport charges tenants a lower rate.

2.5 RENTAL RATE

The Government shall pay the Lessor annual rent for BLOCK A for years 1 – 10 of \$11,312.54 (\$23.47/RSF - \$23.47/USF) at the rate of \$942.71 per month in arrears. The Government shall pay the Lessor annual rent for BLOCK B for years 1 – 10 of \$29,066.40 (\$36.70/RSF - \$36.70/USF) at the rate of \$2,422.20 per month in arrears. See schedule of rent components below for details of step

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rent beginning in year X. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a lesser period shall be prorated. Rent checks (electronic funds transfer payments) shall be made payable to:

County of Kern
 Department of Airports
 3701 wings Way, Suite 300
 Bakersfield, CA 93308-7026

	Years 1 – 10	BLOCK A
	Annual Rent	RSF / Annum
Shell Rental Rate	\$11,312.54	\$23.47
Operating Cost	\$0	\$0
Full Service Rate	\$11,312.54	\$23.47

	Years 1 – 10	BLOCK B
	Annual Rent	RSF / Annum
Shell Rental Rate	\$23,958	\$30.25
Operating Cost	\$5,108.40	\$6.45
Full Service Rate	\$29,066.40	\$36.70

2.6 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.
- B. The adjustment for vacant premises is established as \$0.00 per USF for vacant space per annum (rental reduction). Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

3.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

3.1 SERVICES, UTILITIES, MAINTENANCE

The Lessor is responsible for providing all utilities necessary for base building operations and all associated costs are included as a part of the established rental rates. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- | | | | | |
|--|--|--|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input checked="" type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency: <u>every 6 months</u> | Space: <u>every 5 years</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas: <u>every 5 years</u> | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency: <u>every 6 months</u> | | |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

3.2 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

- For the purposes of this Lease, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
- ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

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B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

3.3 OPERATING COSTS (SEP 2009)

A. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

1. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.
2. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
3. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

B. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

3.4 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. The Government shall have access to the leased space at all times without additional payment, during other than normal hours, including the use of necessary services and utilities such as electrical services, toilets, lights, elevators, and Government office machines.

3.5 TOILET ROOMS

A. Government employees shall have access to all public toilet facilities for men and women in the airport terminal at all times without additional payment.

3.6 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

3.7 HEATING AND AIR CONDITIONING

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.8 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and


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systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

4.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

4.1 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

- A. The Lessor shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this Lease) building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- B. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

4.2 SEISMIC SAFETY FOR EXISTING CONSTRUCTION

A. Definitions, for the purpose of this paragraph:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
 2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "*Seismic Evaluation of Existing Buildings*". ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or by visiting [HTTP://WWW.PUBS.ASCE.ORG](http://WWW.PUBS.ASCE.ORG).
 3. "RP 6" means, "*Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary*," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or by visiting <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>
 4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
 5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this solicitation as Attachment B, together with any required attachments.
 6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
 7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
 8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.
- B. Offers to lease space totaling 10,000 Rentable Square Feet or less are exempt from the Seismic Standards unless the space is in a building with an Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame structural system. If the offer is exempt from the Seismic Standards, the Offeror shall include in its offer a statement that the building type of the offered building is not Unreinforced Masonry, Reinforced Concrete Moment-Resisting Frame, Tilt-up Concrete or Precast Concrete Frame. Offers qualifying under this exemption will be evaluated on an equal basis with offers that meet the Seismic Standards.
- C. The Government intends to award a lease to an Offeror of a building that meets the Seismic Standards. If an offer is received which meets the Seismic Standards and the other requirements of this solicitation, then other offers which do not meet the Seismic Standards will not be considered. If none of the offers meet the Seismic Standards, the Contracting Officer will make

the award to the Offeror whose building meets the other requirements of this solicitation and provides the best value to the Government, taking into account price, seismic safety and any other award factors specified in this solicitation.

- D. In order to meet the Seismic Standards, an offer must either include a Seismic Certificate establishing that the offered building complies with the Seismic Standards or include a commitment to renovate the building to comply with the Seismic Standards prior to delivery of the space.
1. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and must include the checklists from the Tier 1 Evaluation.
 - (a) If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government.
 - (b) The Contracting Officer may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the Contracting Officer is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.
 2. If the Offeror proposes to renovate the building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc. shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the building conforms to the Seismic Standards prior to delivery of the space to the Government; the space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the Contracting Officer.

4.3 ACCESSIBILITY (FEB 2007)

The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

4.4 HAZARDOUS MATERIALS

The leased space shall be free of hazardous materials in compliance with all applicable Federal, State, and Local environmental laws and regulations including, but not limited to the following:

- A. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
 - a. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
 - b. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
 - c. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
 - d. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate an Actionable Mold problem, the Government may implement a corrective action program and deduct its costs from the rent.

4.5 RECYCLING (DEC 2007)

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this Lease, the Lessor shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

5.0 STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the GOVERNMENT:

5.1 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY

- A. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government.
- B. 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.

5.2 TELECOMMUNICATIONS

- A. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required.

5.3 WAIVER OF RESTORATION (AUG 2008)

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.

5.4 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

5.5 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.6 UNAUTHORIZED IMPROVEMENTS

All questions pertaining to this lease agreement shall be referred in writing to the GSA 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.

5.7 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

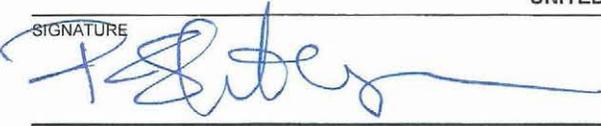
6.0 ATTACHEMENTS TO LEASE

The following are attached and made a part hereof:

- 6.1 EXHIBIT A – “FLOOR PLAN FOR BLOCK A” FOR INTERNATIONAL TERMINAL-1 PAGE;
- 6.2 EXHIBIT B – “FLOOR PLAN FOR BLOCK B” FOR WILLIAM M. THOMAS TERMINAL-1 PAGE;
- 6.3 EXHIBIT C – “SITE PLAN” 1 PAGE;
- 6.4 GSA FORM 3517A GENERAL CLAUSES (REV. 11/05), 2 PAGES;
- 6.5 GSA FORM 3518A REPRESENTATIONS AND CERTIFICATIONS (REV. 1/07), 7 PAGES.

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

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

LESSOR	
SIGNATURE RAY WATSON	NAME AND OFFICIAL TITLE OF SIGNER  SEP 21 2010
ADDRESS Chairman, Board of Supervisors, County of Kern	
IN THE PRESENCE OF (SIGNATURE)	NAME AND OFFICIAL TITLE OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER PETER SHATEYN
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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