U.S. GOVERNMENT LEASE FOR REAL PROPERTY (*Short Form*)	1. LEASE NUMBER GS-09B-02615

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 5,961 rentable square feet of office and warehouse space located in Fresno, CA for occupancy not later than May 17, 2011 (date) for a term of 180 months. Rentable space must yield a minimum of 5,184 to a maximum of 5,444 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS July 19, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.

b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

c. An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined it to be the only practicable alternative.

d. 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.

e. 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).

f. 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. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.

g. Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

X h. The Lessor shall complete any necessary alterations within 80 calendar days after receipt of approved layout drawings.

i. 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 Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

X HEAT	X TRASH REMOVAL	_ ELEVATOR SERVICE	X INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
X ELECTRICITY	X CHILLED DRINKING WATER	X WINDOW WASHING		
X POWER (Special Equip.)	X AIR CONDITIONING	Frequency every 6 months	X PAINTING FREQUENCY	
X WATER (Hot & Cold)	X TOILET SUPPLIES	X CARPET CLEANING	Space every 5 years	
_ SNOW REMOVAL	X JANITORIAL SERV. & SUPP.	Frequency every 2 years	Public Areas every5 years	

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

- The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.
- The Government reserves the right to award the contract based on initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

1. GSA Form 3626
2. Attachments to Form 3626-Minimum Security Standards
3. Short Form Lease Amendments
4. GSA Form 3517A-General Clauses
5. GSA Form 1364-Proposal to Lease Space
6. GSA Form 1217-Lessor Annual Cost Statement
7. GSA Form 3516-Solicitation Provisions
8. GSA Form 12000 or 12001-Fire Life Safety-Low Rise
9. GSA Form 3518A-Representations & Certifications
10. Seismic Certification (*if required)
11. Pre-Lease Building Security Plan
12. Special Requirements - [redacted] – Fresno Resident Agency
13. Floor Plan of the space, approximately 5,184 usable square feet

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

X THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE
- ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☐ (Listed in descending order, unless stated otherwise):

PART II - OFFER *(To be completed by Offeror/Owner and remain open until lease award)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*

Remington Place
7388 N. Remington Ave.
Fresno, CA 93711

2. LOCATION(S) IN BUILDING

a. FLOOR(S): 1

b. ROOM NUMBER(S): 103

c. SQ. FT.
RENTABLE 5,500
ABOA 5,500
Common Area Factor 1.0

d. TYPE
☐ GENERAL OFFICE
X WAREHOUSE
☐ OTHER *(Specify)* _____

B. TERM

3. TO HAVE AND TO HOLD, the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following fifteen (15) year term in accordance with the Paragraph entitled "CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS", Paragraphs G, H and I of the Short Form Lease Amendments. The Government may terminate this lease in whole or in part at any time after the ten (ten) year firm term, by giving at least 60 days 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.

C. RENTAL

4. 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 period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT
$100, 925
(Shell: $10.71/rsf, Operating $4.40/rsf, TI $3.24/rsf) **per paragraph 22. A. 1. of the Short Form Lease Amendments to LCA02615*

6. RATE PER MONTH
$8,410.42

7. HVAC OVERTIME RATE PER HOUR
[redacted]

8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO *(Name and Address)*

9a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*
Geron Properties
[redacted]

9b. TELEPHONE NUMBER OF OWNER
559-226-5555

10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
☐ OWNER
X AUTHORIZED AGENT
☐ OTHER *(Specify)*

11a. NAME OF OWNER OR AUTHORIZED AGENT *(Type or Print)*
Jeremy Reed

11b. TITLE OF PERSON SIGNING
Real Estate Agent

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT
Josh Gerr

11d. DATE
8-30-10

PART III - AWARD *(To be completed by Government)*

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

1. **Attachments to Form 3626-Minimum Security Standards**
2. **Short Form Lease Amendments**
3. [redacted] **- Fresno Resident Agency Special Requirements**
4. **GSA Form 3516-Solicitation Provisions**
5. **Amendments 1, 2 & 3 to Solicitation for Offers LCA02615**
6. **Floor and Site Plans**
7. **Unit Costs for Adjustments**

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

3a. NAME OF CONTRACTING OFFICER *(Type or Print)*
Bryan Bowman

3b. SIGNATURE OF CONTRACTING OFFICER

3c. DATE
9/3/10

GSA

GSA Public Buildings Service

Amendment Number 3
to Solicitation for Offers LCA02615

Solicitation for Offers No. LCA02615 is herby amended.

Effective August 5, 2010, 21. A. TENANT IMPROVEMENTS INCLUDED IN OFFER (Aug 2008) of GSA Short Form Lease Amendments to Lease no. GS-09B-02615 is hereby deleted and replaced with the following:

"21. TENANT IMPROVEMENTS INCLUDED IN OFFER (Aug 2008)

A. The Tenant Improvement Allowance is $22.26 per ANSI/BOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the build out of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments."

Lessor Initials	Date 8/5/2010	Government Initials	Date 9/3/10

GSA

GSA Public Buildings Service

Amendment Number 2
to Solicitation for Offers LCA02615

Solicitation for Offers No. LCA02615 is herby amended.

Effective July 22, 2010, Part I. A. 2. of GSA Form 3626 is hereby deleted and replaced with the following:

"*Part I. A. 2.* The Government of the United States of America is seeking to lease a minimum of 5,460 to a maximum of 5,733 square feet of ANSI/BOMA Office Area (ABOA) of office and warehouse space for use by Tenant for personnel, furnishing and equipment located in Fresno, CA. Occupancy shall be not later than May 17, 2011 (date) for a term of 180 months."

Effective July 22, 2010, 4. A. 8 Building Shell Requirements (Aug 2008) of GSA Short Form Lease Amendments to Lease no. GS-09B-02615 is hereby deleted and replaced with the following:

"4. Building Shell Requirements (AUG 2008)

A. 8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout and warehouse, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided."

Lessor Initials	7/28 Date	Government Initials	9/3/10 Date

GSA

GSA Public Buildings Service

Amendment Number 1
to Solicitation for Offers LCA02615

Solicitation for Offers No. LCA02615 is herby amended.

Effective July 15, 2010, Part 1.A.2 is hereby deleted and replaced with the following:

The Government of the United States of America is seeking to lease approximately 6,279 rentable square feet of office and warehouse space located in Fresno, CA for occupancy not later than May 17, 2011 (date) for a term of 180 months. Rentable space must yield a minimum of 5,460 to a maximum of 6,279 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

Lessor Initials	7/28 Date	Government Initials	9/3/2 Date