U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
GS-09B-02396

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 2,340 rentable square feet of office and lab space located in Stockton, CA for occupancy not later than March 7, 2011 (date) for a term of eight (8) years / five (5) years firm. Rentable space must yield a minimum of 2,035 to a maximum of 2,340 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 October 26, 2009.

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. 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.

d. 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).

e. 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.

f. Services, utilities, and maintenance will be provided daily, extending from 7:30 a.m. to 8:00 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.

g. The Lessor shall complete any necessary alterations within 120 days after receipt of approved layout drawings.

h. 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)

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☒ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING		
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency Semi-Annual	☒ PAINTING FREQUENCY	Cyclical Re-carpeting and re-painting includes moving and return of furniture.
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	☒ CARPET CLEANING	Space Every 5 years	
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency Annual	Public Areas Every 3 years	

6. OTHER REQUIREMENTS

Attachments:

1. Short form lease amendments
2. GSA Form 3517 A, "General Clauses" for simplified leases
3. GSA Form 3518 A, "Representations and Certifications" short form
4. GSA Form 3626, Minimum Lease Security Standards
5. GSA Form 3516, "Solicitation Provisions"
6. Special Space Requirements

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

☒ 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):

ATTACHMENT 1 TO GSA FORM 3626
MINIMUM LEASE SECURITY STANDARDS

shall also be secured. [redacted] or other [redacted] may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through [redacted], or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

F. [redacted] to Building Information:
Building Information—including [redacted]s—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. At the direction of the Contracting Officer, the names and locations of Government tenants may not to be disclosed within any publicly accessed document or record. If Government tenants will not be disclosed, the Government may request that such information not be posted in the building directory.

G. Posting of Government Rules and Regulations:
The Government will post applicable Government rules and regulations at the entrance to any Government-occupied space for such things as, but not limited to, barring the unauthorized possession of firearms and dangerous weapons. The Government shall coordinate with the Lessor to ensure signage is consistent with the Lessor's standards.

H. Development, Implementation and Periodic Review of Occupant Emergency Plans:
Building owners and managers shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the building owners and managers assist in reviewing and revising the OEP and SIP plan(s).

I. Building Security Plan:
The Offeror shall provide a pre-lease building security plan with its offer that addresses compliance with the lease security standards, described in this SFO and its attachments.

J. Background Security Checks for Contract Service Personnel:

1. The Government will conduct background checks on contractors with routine access to Government leased space.

2. The Lessor shall submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space. For the purpose of this requirement, routine access shall be any period beyond 30 calendar days.

3. The Contracting Officer will furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed by each person and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from receipt of the forms. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee fails the check, and effective immediately, such employee will no longer be allowed to work or be assigned to work in the Government's space.

4. Throughout the life of the lease, the Lessor shall provide the same data for any new employee(s), contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Lessor shall resubmit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

K. [redacted] Window Protection:

1. The Lessor shall provide and install wet-glazed or mechanically attached [redacted] material not less than [redacted] on all exterior windows in Government-occupied space. The Offeror shall provide a description of the [redacted] window system in the attached "Pre-Lease Building [redacted] Plan" for evaluation by the Government. Alternatively,

2. The Lessor shall provide certification from a licensed professional engineer that the window system conforms to a minimum glazing performance condition of "3B" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software to have satisfied the specified performance condition using the test methods provided in the *US General Services Administration Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings* or ASTM F1642-04 *Standard Test Method for Glazing and Glazing Systems Subject to Airblast Loadings.*

INITIALS: LESSOR
GOV'T

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)*
5635 Stratford Circle Suite A11
Stockton, CA 95207

2. LOCATION(S) IN BUILDING
a. FLOOR(S): 1st Floor
b. ROOM NUMBER(S): Suite A11
c. SQ. FT.
RENTABLE 2,340
ABOA 2,340
Common Area Factor 1.00
d. TYPE
☒ GENERAL OFFICE
☐ WAREHOUSE
☒ OTHER *(Specify)* Lab Space

B. TERM

3. To have and to hold, for the term commencing on March 7, 2011 and continuing through March 6, 2019 inclusive. The Government may terminate this lease in whole or in part at any time on or after March 6, 2016, 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
$33,696

6. RATE PER MONTH
$2,808

7. HVAC OVERTIME RATE PER HOUR
N/A

8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO *(Name and Address)*
Robert L. French
1308 W. Robinhood Dr. Suite 14
Stockton, CA 95207

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.)*
Robert L. French, 1308 W. Robinhood Dr. Suite 14, Stockton, CA 95207

9b. TELEPHONE NUMBER OF OWNER
[redacted]

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

11a. NAME OF OWNER OR AUTHORIZED AGENT *(Type or Print)*
Robert L. French

11b. TITLE OF PERSON SIGNING
Owner

11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT

11d. DATE
11/18/2009

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:

Shell Rent = $10.32/rsf
Operating Rent = $4.08/rsf
Government % Occupancy = 11.73%
HVAC Overtime Rate = $0.00/hr
24 Hour Room Rate = $0.00/hr
Adjustment for Vacant Premises = $4.08/rsf
Four (4) outside, reserved, parking spaces

Attachments:
Short Form Lease Amendments to Lease No. GS-09B-02396
GSA Form 3626, Minimum Lease Security Standards
Exhibit A to Lease No. GS-09B-02396
Space Requirements Questionnaire

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)*
PETER SHEBYN

3b. SIGNATURE OF CONTRACTING OFFICER

3c. DATE
January 4, 2010