

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

1. LEASE NUMBER
GS-09B-02339

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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 1,651 rentable square feet of office space located in Palmdale for a term of ten (10) years, five (5) years firm. Rentable space must yield a minimum of 1,436 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS November 25, 2009.

B. STANDARD CONDITIONS AND REQUIREMENTS

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

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide 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.

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.

The Building, the leased space, and areas serving the leased space shall be accessible to workers with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D 10 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

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 according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 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.

The Lessor shall complete any necessary tenant improvements and alterations within sixty (60) working days after the Government's Notice to Proceed.

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

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|---|---|---|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input 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
Frequency <u>annually</u> | <input checked="" type="checkbox"/> PAINTING FREQUENCY
Space <u>5 years</u> | |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | <input checked="" type="checkbox"/> CARPET CLEANING
Frequency <u>2 years</u> | Public Areas <u>5 years</u> | |
| <input type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | | | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.
Frequency <u>Tuesday, Wednesday, Thursday</u> | | | |

3. 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.

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.

4. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z85.1-1996 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."

PART II - OFFER (To be completed by Offeror/Owner)

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

5. NAME AND ADDRESS OF BUILDING (include ZIP Code) Trade Center Plaza 38925 Trade Center Drive Palmdale, CA 93551	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S) One	b. ROOM NUMBER(S) Suite G
	c. RENTABLE SQ. FT. 1851 / <i>1634 vs f v.d.</i>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

To have and to hold, for the term commencing upon acceptance of space and continuing through for a period of 10 years, 5 years firm inclusive. The Government may terminate this lease at any time on or after the firm term expiration date, by giving at least ninety (90) 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

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.

7. AMOUNT OF ANNUAL RENT Years 1-3 \$67,433.19	8. MAKE CHECKS PAYABLE TO (Name and address) Trade Center Plaza LLC 7101 W. Avenue L-9 Lancaster, CA 93536
8. RATE PER MONTH Years 1-3 \$5,619.43	

10a. 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.)

Trade Center Plaza LLC 7101 W. Avenue L-9 Lancaster, CA 93536

10b. TELEPHONE NUMBER OF OWNER (661) 940-1800	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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12. NAME OF OWNER OR AUTHORIZED AGENT Gary S. Shafer / Mari-Elena Case, member	13. TITLE OF PERSON SIGNING Member
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14. SIGNATURE OF OWNER OR AUTHORIZED AGENT <i>Gary S. Shafer</i>	15. DATE 3/9/11	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. AWARD
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PART III - AWARD (To be completed by Government)

Your offer is hereby accepted. This award consummates the lease which consists of the following documents:

- (a) GSA Form 3626 and Attached (pages 1-4)
- (b) GSA Form 3626 Minimum Lease Security Requirements (pages 1-3)
- (c) XXXXXXXXXX Special Space Requirements (pages 1-7) *V-D*
- (d) GSA Form 3517A General Clauses (pages 1-2)
- (e) GSA Form 3518A Representations and Certifications (pages 1-4)
- (f) Pre-Lease Building Security Plan (pages 1-4)
- (g) Amendment No. 1 to GSA Form 3626 No. BCA0239 (pages 1-5)

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

17a. NAME OF CONTRACTING OFFICER (Type or Print) Veronica Gonzalez	17b. SIGNATURE OF CONTRACTING OFFICER <i>V. Gonzalez</i>	17c. DATE 3-14-2011
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ATTACHED TO FORM PART III AWARD OF GSA FORM 3626 – PAGE 3

18. The Government shall pay the Lessor annual rent as follows:

*For Months 1 through 36, annual rent of \$67,433.19 at the rate of \$5,619.43 per month in arrears.

*For Months 37 through 60, annual rent of \$69,909.69 at the rate of \$5,825.81 per month in arrears.

For Months 61 through 72, annual rent of \$54,119.78 at the rate of \$4,509.98 per month in arrears.

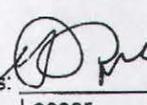
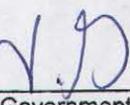
For Months 73 through 120, annual rent of \$56,596.28 at the rate of \$4,716.36 per month in arrears.

*The annual rental rate includes the amortized tenant improvement allowance.

Rent for a lesser period shall be prorated. Rent shall be payable to:

Trade Center Plaza LLC
7101 W. Avenue L-9
Lancaster, CA 93536

19. The Government occupies 1,651 of 18,674 rentable square feet (8.84%) of the building.
20. **OPERATING COST:** Pursuant to Paragraph 4.2, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$8.00 per rentable square foot per annum.
21. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.3, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$7.20 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."
22. **OVERTIME USAGE:** Pursuant to Paragraph 4.5, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 5:30 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$1.50 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager, Dana Macfarlane, located at 11000 Wilshire Blvd. Suite 7100 Los Angeles, CA 90024, to receive payment.
23. **TENANT IMPROVEMENT ALLOWANCE:** The maximum Tenant Improvement Allowance is \$73,228.82 and has been established by Paragraph 3.2, "Tenant Improvements Included in Offer." The Tenant Improvement Allowance shall be amortized over the 5 year firm term of the lease agreement at an interest rate (amortization rate) of 3.00 % per year.
24. **UNAUTHORIZED IMPROVEMENTS:** All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer, Veronica Gonzalez, located at 300 N. Los Angeles St. Suite 4100 Los Angeles, CA 90012. 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.**
25. 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".

Initials:  & 
Lessor Government