

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

1. LEASE NUMBER
LCA02644

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 4025 rentable square feet of warehouse space locate in Sacramento, CA for occupancy not later than July 6, 2011 (date) for a term of ten (10) years/ five (5) years firm. Rentable space must yield a minimum of 3500 to a maximum of 3850 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 September 7, 2010.

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):

The Lessor shall provide a valid permit for the intended use of the Government and shall maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.

Services, utilities, and maintenance will be provided 24 hours per day without additional payment.

Maintenance of the premises: The Lessor shall maintain the premises and property under this lease in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purposes of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make necessary repairs thereto.

Damage by fire or other casualty: If said premises are destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter, if so terminated no rent shall accrue to the Lessor after such partial destruction or damage: and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

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

- | | | | | |
|--|--|---|---|--|
| <input type="checkbox"/> HEAT | <input 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 type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING | | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input type="checkbox"/> AIR CONDITIONING | Frequency _____ | <input type="checkbox"/> PAINTING FREQUENCY | _____ |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | <input type="checkbox"/> CARPET CLEANING | Space _____ | |
| <input type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency _____ | Public Areas _____ | |

5.B. JANITORIAL SERVICES

1. Janitorial services shall be provided once a month.

6. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

Fire suppression piping will be in compliance with seismic prior to occupancy date.

The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.

\$29,521.65 with an amortization rate of 10%

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):

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) McClellan Business Park-Building #262 3304 Peacekeeper Way McClellan, CA 95652	2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;"> a. FLOOR(S) <div style="border: 1px solid black; padding: 2px;">1</div> </td> <td style="width:50%; vertical-align: top;"> b. ROOM NUMBER(S) <div style="border: 1px solid black; padding: 2px;">1</div> </td> </tr> <tr> <td style="vertical-align: top;"> c. SQ. FT. RENTABLE <u>3,758</u> ABOA <u>3,758</u> Common Area Factor <u>1</u> </td> <td style="vertical-align: top;"> d. TYPE <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> GENERAL OFFICE </div> <div> <input type="checkbox"/> OTHER (Specify) _____ </div> </div> <div> <input checked="" type="checkbox"/> WAREHOUSE </div> </td> </tr> </table>	a. FLOOR(S) <div style="border: 1px solid black; padding: 2px;">1</div>	b. ROOM NUMBER(S) <div style="border: 1px solid black; padding: 2px;">1</div>	c. SQ. FT. RENTABLE <u>3,758</u> ABOA <u>3,758</u> Common Area Factor <u>1</u>	d. TYPE <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> GENERAL OFFICE </div> <div> <input type="checkbox"/> OTHER (Specify) _____ </div> </div> <div> <input checked="" type="checkbox"/> WAREHOUSE </div>
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B. TERM

3. To have and to hold, for the term commencing on the day of beneficial occupancy and continuing through the following ten (10) years term. The Government may terminate this lease in whole or in part at any time on or after the 60th Lease month, by giving at least One Hundred and Twenty (120) 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. The shell rent amount shall be increased annually by 75 cents effective a year from beneficial occupancy.

5. AMOUNT OF ANNUAL RENT \$52,499.26	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) McClellan Business Park, LLC. 3140 Peacekeeper Way McClellan, CA 95652
6. RATE PER MONTH \$4,375.06		

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.)

McClellan Business Park, LLC., 3140 Peacekeeper Way, McClellan, CA 95652

9b. TELEPHONE NUMBER OF OWNER 916-965-7100	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify) _____ </div>
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Ken Giannotti	11b. TITLE OF PERSON SIGNING
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE <div style="border: 1px solid black; padding: 5px; display: inline-block;">1/06/11</div>

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) Attachment A Floor Plan

	Years 1	
	Annual Rent	Rate/RSF
shell	\$ 31,567.20	\$ 8.40
operating cost	\$ 13,416.06	\$ 3.57
TI	\$ 7,516.00	\$ 2.00
fully service	\$ 52,499.26	\$ 13.97

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) Megan M. Stefani	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE 1/19/2011
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