

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

1. LEASE NUMBER
GS-09B-02816

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

A. REQUIREMENTS

2. The General Services Administration (GSA) is interested in leasing approximately 4,800 rentable square feet of space. The rentable space shall yield a minimum of 2,988 to a maximum of 3,137 ANSI/BOMA Office Area (ABOA) square feet of office space, plus a minimum of 1,000 to a maximum of 1,050 ANSI/BOMA Office Area (ABOA) square feet of warehouse space located in Yuma, Arizona for occupancy no later than October 28, 2011. In addition to the office space required, parking to meet local code is also required along with two (2) reserved parking spaces, plus the ability to park two (2) fire engines in the warehouse. The ability to enter, exit and park these vehicles in the warehouse must be available at all times. The cost of this parking shall be included as part of the rental consideration.

3. INITIAL OFFERS ARE DUE ON OF BEFORE 4:30pm PST January 20, 2011.

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 (hereinafter called 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 floorplans 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 regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 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 90 calendar days after receipt of Government's Notice to Proceed.
- 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. The following documents are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Attachment 1 to GSA Form 3626 Minimum Lease Security Standards (2 pages);
- b) Attachment 2 to GSA Form 3626 Supplemental Lease Requirements (20 pages);
- c) Amendment 1 to GSA Form 3626 clarifying the space requirement (1 page);
- d) GSA Form 3517C;
- e) GSA Form 3518A;

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

<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"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>2 X YEAR</u>	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>every 5 yrs.</u>	
<input type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>every 2 yrs.</u>	Public Areas <u>N/A</u>	

7. OTHER REQUIREMENTS

AREA OF CONSIDERATION (AUG 2008)

Buildings will be considered that are located within the city limits of Yuma, Arizona. An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$10,756.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$10,756.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$10,756.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

8. 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.

D. 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."

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) 256 S. 2 nd Avenue Yuma, Arizona, 85364	1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) 256 S. 2 nd Avenue, Suite D Yuma, Arizona, 85364
c. SQ. FT. RENTABLE <u>5,495</u> ABOA <u>5,495</u> Custom Area Factor <u>0%</u>	d. TYPE 4800 rsf OFFICE plus 170 rsf OFFICE at no cost to the Government 525 rsf WAREHOUSE at no cost to the Government

B. TERM

3. To have and to hold the Premises with their appurtenances, for the term commencing on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) year term, subject to termination rights as may hereinafter be set forth.

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 Shell: \$12.05 Operating: \$8.85 TI amortization: \$5.99 Total Annual Rent: \$26.89	7. HYAC OVERTIME RATE PER HOUR: N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i> A. James Clark 256 S. 2 nd Avenue, Suite E Yuma, Arizona, 85364
6. RATE PER MONTH Shell: \$4,820.00 Operating: \$3,540.00 TI amortization: \$2,396.00 Total Monthly Rent: \$10,756.00		

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.)
 James Clark, 256 S. 2nd Avenue Suite E, Yuma, AZ 85364

9b. TELEPHONE NUMBER OF OWNER: [REDACTED] 9b. TELEPHONE NUMBER OF OWNER: [REDACTED]

11. NAME OF OWNER OR AUTHORIZED AGENT A. James Clark	11. NAME OF OWNER OR AUTHORIZED AGENT A. James Clark
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT
11d. DATE 6-7-11	

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:

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) Jessica L. Escobedo	3a. NAME OF CONTRACTING OFFICER (Type or Print) 	3a. NAME OF CONTRACTING OFFICER (Type or Print) 6/13/11
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