

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

1. LEASE NUMBER  
**GS-04B-61157**

**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 2,000 rentable square feet of warehouse space located at 2360 West Airport Blvd, Sanford, FL 3277-3017 for a term of ten (10) years, Five (5) years firm. The lease will commence effective March 1, 2011, through February 28, 2021, with termination rights effective March 1, 2016.

**OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS: July 30, 2011.**

**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 maintain and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. Below-grade space to be occupied by the Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety. A minimum of two separate stairways shall be provided for each floor of Government occupancy. Scissor stairs will be counted as one stairway. If offered space is 3 or more stories above grade, additional egress and fire alarm requirements may apply.

The Building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, 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 as needed by the Lessor, extending from 7:00 a.m. to 5:00 p.m. everyday except 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.

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

<input type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	OTHER
<input type="checkbox"/> ELECTRICITY	<input type="checkbox"/> CHILLED DRINKING WATER	<input type="checkbox"/> WINDOW WASHING Frequency <u>annually if applicable</u>	<input type="checkbox"/> PAINTING FREQUENCY Space: <u>upon effective date of new lease/after 5 years</u>	(Specify below)
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input type="checkbox"/> CARPET CLEANING Frequency <u>see attached if applicable</u>		
<input checked="" type="checkbox"/> WATER	<input type="checkbox"/> TOILET SUPPLIES (if applicable)			
<input checked="" type="checkbox"/> SNOW REMOVAL	<input type="checkbox"/> JANITORIAL SERV. & SUPP. (as reference in the attached)			

**3. OTHER REQUIREMENTS:**

ALL TENANT IMPROVEMENTS HAVE BEEN COMPLETED AND THE PREMISES ARE OFFERED "AS-IS"

**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 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."

**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)

2360 Airport Blvd  
Sanford, FL 32771-3017

6. LOCATION(S) IN BUILDING

FLOORS:

b. ROOM NUMBER(S)

c. RENTABLE SQ. FT.

2,000

d. TYPE

☐ GENERAL OFFICE

0

OTHER:

☒ WAREHOUSE

0

PARKING SPACES

(Employee Lot)

**B. TERM**

To have and to hold, for the term commencing on March 1, 2011 and continuing through February 28, 2021, for a term of 10-years/5 years firm. Termination rights effective March 1, 2016, upon 60-days written notice to the Lessor.

**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

See Supplemental Lease Agreement  
#1

9. MAKE CHECKS PAYABLE TO (Name and address)

Commerce Way, Ltd.

8. RATE PER MONTH

See Supplemental Lease Agreement  
#1

P O Box 940877

Maitland, FL 32794-0877

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.)

Commerce Way, Ltd  
2300 to 2390 Airport Blvd  
Sanford, FL 32771-3017

10b. TELEPHONE NUMBER OF OWNER

11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

☒ OWNER☒ AUTHORIZED AGENT☐ OTHER (Specify)

12. NAME OF OWNER OR AUTHORIZED AGENT

SDP Investments, Inc

13. TITLE OF PERSON SIGNING

President

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT

15. DATE

8-23-2011

16. OFFER REMAINS OPEN UNTIL 4:30 P.M.

(Date)

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

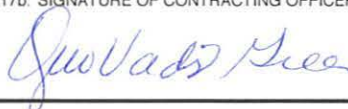
Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

**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)

Quo Vadis Green

17b. SIGNATURE OF CONTRACTING OFFICER



17c. DATE

9/9/2011

## SUPPLEMENTAL LEASE REQUIREMENTS

1. The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Usable Square Feet.

### RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

2. ANSI/BOMA USABLE SQUARE FEET (JAN 1997)

(a) For the purposes of this solicitation, the Government recognizes the ANSI/BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."

(b) ANSI/BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, ANSI/BOMA Usable Square Feet shall be computed as if the deviation were not present.

3. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Usable Square Feet to determine the rentable square feet for the offered space).

4. ALTERATION DURING LEASE TERM (\$25,000 or less per project)

(a) The unit prices which the offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations of 25,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the lessor and Government.

(b) Where unit prices for alterations are not available, the lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment (April 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation) (Apr 1989)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.

(c) Orders may be placed by the contracting officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the contracting officer. The contracting officer will provide the lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the lessor on any other matters.

(d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order



5. DOORS: EXTERIOR

Exterior doors shall be weather tight, equipped with automatic door closers and open outward. The Government reserves the right to install a security system for this space at the Government's sole expense.

6. DOORS INTERIOR

Doors must have a minimum opening of 36 inches by 80 inches.

7. PARTITIONS

Partitions shall have low sound transmission, low flamespread, and low smoke development properties. Demolition of existing improvements necessary to satisfy the Government's layout shall be done at the lessor's expense.

9. ELECTRICAL, TELEPHONE, AND DATA OUTLETS

(a) Electrical outlets serving workstations shall be installed on the basis of four (4) outlets per 20 amp circuit. Convenience outlets serving aisles, conference rooms, or other common areas shall be installed on the basis of eight (8) outlets per 20 amp circuit.

(b) The Government reserves the right to install its own telecommunication (voice and data) service in the space to be leased. The Government may contract at its discretion with another party to have inside wiring and telephone and data equipment installed, or use wiring services provided by the lessor, if these are available

10. AS-BUILT FLOOR PLANS

Prior to award, plans showing the space under lease must be provided to the Contracting Officer.

11. APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

INITIALS: Lessor M & Gov't DS

## Building Shell Definition

The building shell includes the following items for the base building and tenant areas:

### Base Building

The base structure and building enclosure components (windows, with exterior finishes) are complete.

Base building electrical and mechanical systems (central fire alarm, chiller plant, cooling towers, etc.) are complete and functional.

All common areas, such as lobbies, fire egress corridors and stairwells, garages, and service areas, are complete. (Circulation corridors are provided as part of base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of shell.)

Restrooms are complete and operational.

Building cores on each floor with leaseable space contain the following:

- a tappable domestic water riser, a service sanitary drain, and sanitary vent, all ready for extension to tenant demised area(s);
- electrical power distribution panels and circuit breakers

A broom clean concrete floor slab, with level floor not varying more than 1/4" over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards, is provided.

Gypsum wall board, spackled and prime painted, on exterior perimeter walls, and interior core walls are provided.

A fully installed 2 x 2 foot suspended acoustical ceiling, with 2 x 2 parabolic fluorescent (or other building standard such as 2'-0" x 4'-0") fixtures installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 BOMA office usable (100 rentable) square feet, is provided.

An air conditioning unit shall be installed and operational.

### OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain building and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) Standards.

Initials:  &   
Lessor Gov't

## CLEANING

### AS REQUIRED:

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

## MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

(a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.

(b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

## LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

Initials:     *ML*     &     *JS*      
Lessor                      Gov't