

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

1. LEASE NUMBER
GS-06P-LMO51008

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 632 rentable square feet of office space and 1,963 square feet of hangar space located in Chesterfield, Missouri for occupancy not later than 5/1/2015 for a term of ten (10) years. Rentable space must yield a minimum of 630 to a maximum of 650 square feet of ANSI/BOMA Office Area (ABOA) and a minimum 1,963 square feet of hangar space for use by Tenant for personnel, furnishing, and equipment.

3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS

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 9:00 a.m. to 5:00 p.m., or as needed when pilots are available, 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 days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the System for Award (SAM) System (via the Internet at <https://www.sam.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 SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

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

6. OTHER REQUIREMENTS

Water, Janitorial, and Toilet Supplies outlined above refer to services provided for the public restrooms. None of these services are required for the office space. Power for Special Equipment refers to electricity required for Power Carts. FBO Services includes aircraft fueling, tow/tug services, and other aircraft ground support. Fuel is an additional charge not included in the rent. Aircraft mechanical maintenance is also not included in the rental rate.

Offerors should also include the following with their offers, if applicable:

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

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."

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) 524 Bell Avenue Chesterfield, MO 63005-3602	2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> a. FLOOR(S) 1 </td> <td style="width:50%;"> b. ROOM NUMBER(S) </td> </tr> <tr> <td> c. SQ. FT. OFFICE 632 HANGAR 1963 Common Area Factor 1.00 </td> <td> d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE Hangar w/ FBO services </td> </tr> </table>		a. FLOOR(S) 1	b. ROOM NUMBER(S)	c. SQ. FT. OFFICE 632 HANGAR 1963 Common Area Factor 1.00	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE Hangar w/ FBO services
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B. TERM

3. To have and to hold, for the term commencing on May 1, 2015 and continuing through April 30, 2025 inclusive. The Government may terminate this lease in whole or in part at any time 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.

5. AMOUNT OF ANNUAL RENT \$48,243.48	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Crown Diversified Industries Corp Doing Business As: Million Air St Louis 549 Bell Avenue Chesterfield, MO 63005-3602
6. RATE PER MONTH \$4,020.29		

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.)

Crown Diversified Industries Corp, doing business as Million Air St Louis, 549 Bell Avenue, Chesterfield, MO 63005-3602

9b. TELEPHONE NUMBER OF OWNER 636-532-0404	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Ron Fry	11b. TITLE OF PERSON SIGNING Operations Manager
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11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE 3-23-15
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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, (d) Government Hangar Special Requirements and (e) the following changes or additions made or agreed to by you:

Annual Rental Rate:
 May 1, 2015 – April 30, 2016: \$48,243.48
 May 1, 2016 – April 30, 2017: \$48,243.48
 May 1, 2017 – April 30, 2018: \$48,243.48
 May 1, 2018 – April 30, 2019: \$49,690.78
 May 1, 2019 – April 30, 2020: \$49,690.78
 May 1, 2020 – April 30, 2021: \$49,690.78
 May 1, 2021 – April 30, 2022: \$51,181.51
 May 1, 2022 – April 30, 2023: \$51,181.51
 May 1, 2023 – April 30, 2024: \$51,181.51
 May 1, 2024 – April 30, 2025: \$52,716.95

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OR THE OFFEROR UNTIL SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) Steven Freund	DATE 27/2015
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Government Special Requirements for Hangar Space

The Government requires hangar space sufficient to store two aircraft. While the actual aircraft may vary between planes and helicopters, an approximate placeholder is enough space to store two Cessna 206's, which have a wingspan of 36 feet 1 inch, and a length of 27 feet 2 inches. The aircraft may be stored with other civilian aircraft, such as a hangar capable of storing more than two aircraft. The hangar need not be secured, provided entry to the hangar area is otherwise gated and controlled, and entry is limited to authorized personnel, paying customers, or guests cleared by the Lessor's staff. The hangar should be heated in order to conduct maintenance on aircraft in a comfortable temperature during the cold winter months. The roof should be water-tight at all times.

Lessor does not need to provide maintenance services for aircraft; the Government provides its own maintenance. The Lessor must provide ground support for Government aircraft, including fueling, tug/tow of aircraft to and from the hanger and runway as needed, and fully charged power carts. The Lessor must be willing to provide ground support to additional transient Government aircraft as needed at no additional cost.

The Government requires 50 square feet of secured storage for personal property. The airport must allow the Government to dictate the type of lock and/or security system. Storage area must be immediately adjacent to the aircraft hangar, and must be on the same level as the aircraft hangar. The office space may double as the storage area if it meets the aforementioned requirements.

Approximately 600 usable square feet (+/- 50 sf) of office space is required within 500 feet of the hangar storing Government aircraft. Electricity, heating and air conditioning must be provided for the office space as part of the rental consideration. No janitorial is required or permitted for security purposes.

Because no janitorial is desired, the office space shall not have plumbing sources that may need regular servicing or cleaning, such as toilets, urinals, sinks, or drains. A water fountain may be acceptable if it already exists in the offered space, but it is not a requirement. Separate public men's and women's restrooms must be within 100 feet of the office space. Restrooms must have at least one toilet and one sink, adequate ventilation, and must be cleaned and fully stocked as needed to provide a clean, sanitary experience.

The Government must have four dedicated parking spaces within 100 feet of the office space.

The leased space must be segregated from the general public by an access-controlled gate. Access through the gate must be governed by a [REDACTED]. An intercom system must also be incorporated into the gate access, allowing the Lessor to grant access remotely.

Where practical, the Government should be co-located with any willing law-enforcement agency also leasing space from the Lessor.