

***DUPLICATE
ORIGINAL***

NET LEASE AGREEMENT

By and Between

MP HOLDINGS, LLC,
a California limited liability company

and

CITY OF SACRAMENTO,
a municipal corporation

**McCLELLAN PARK
STANDARD FORM
NET LEASE AGREEMENT**

THIS STANDARD FORM NET LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as June 14, 2007 ("**Lease Date**"), is made by and between **MP HOLDINGS, LLC**, a California limited liability company ("**Landlord**"), and the **CITY OF SACRAMENTO**, a municipal corporation ("**Tenant**").

Witnesseth

1. **Premises**

1.1 **Property**. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 **Premises**. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately sixteen thousand seventeen (16,017) rentable square feet of space, according to Landlord, located within Building 251, 5001 Bailey Loop, McClellan, California 95652 (the "**Premises**"). Tenant shall have the right to remeasure the Premises prior to the lease Commencement Date and if the measurement results in a different rentable square footage for Premises, the parties shall modify the square footage set forth in this Section 1.2 accordingly. The Premises is described in Exhibit A-2, and the building ("**Building**") in which the Premises is located is described in Exhibit A-3 attached hereto.

1.3 **Common Areas**. In addition to the Premises, subject to the Rules and Regulations (as hereinafter defined), Tenant may use those certain common areas to be designated by the Landlord from time to time on the Property; such areas shall include, but not be limited to, Parking Areas (as hereinafter defined), access roads and facilities, interior corridors (if applicable), sidewalks, driveways and landscaped and open areas (collectively, the "**Common Areas**"). The use of the Common Areas shall be for the non-exclusive use of Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage; provided that such nonexclusive use shall be expressly subject to such Rules and Regulations (as hereinafter defined) which may be amended by the Landlord from time to time. Tenant shall not be entitled to use the Common Areas for storage of goods, vehicles, refuse or any other items. Landlord reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time in its sole discretion.

1.4 **Parking Areas**. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of four (4) parking spaces, as such may be adjusted from time to time by Landlord.

1.5 [Intentionally Deleted]

1.6 [Intentionally Deleted]

2. **Term**

2.1 **Term**. The term of the Lease shall be for five (5) years and zero (0) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease. The term "**Lease Year**" as used herein shall mean any three hundred sixty-five (365) consecutive day period beginning on the Commencement Date or any anniversary thereafter.

2.2 Commencement Date. The term "**Commencement Date**" as used herein shall mean:

A. As a result of Landlord being responsible for the construction of certain improvements (the "**Tenant Improvements**") pursuant to the "**Work Letter Agreement**" attached hereto as Exhibit B, subject to and upon the terms and conditions set forth herein, the Lease Commencement Date shall be the earlier of the following dates: (i) the date on which the Premises are Substantially Complete (as defined below), which is anticipated to be on the later of (i) August 16, 2007, or (ii) 90 days following the date this Lease is signed by the parties ("**Anticipated Lease Commencement Date**"); or (ii) the date upon which the Tenant takes possession of the Premises with the Landlord's written consent. For purposes of the foregoing, the Premises shall be deemed to be "**Substantially Complete**" when (i) Tenant is tendered direct access to the Premises with all construction to be provided by Landlord, as set forth in the Work Letter Agreement has been completed, with the exception of the "**Punch List Items**," and (ii) a certificate of occupancy (or equivalent document) from the County of Sacramento has been issued. "**Punch List Items**" shall mean a written summary of correction items concerning the repair of improvements within the Premises constructed and/or installed by Landlord, its agents, employees, contractors and/or subcontractors, delivered to Landlord within thirty (30) days following the Lease Commencement Date. Such Punch List Items shall be mutually acceptable to both Landlord and Tenant and Landlord, thereafter, shall cause the Punch List Items to be completed within the following thirty (30) days. Landlord shall Substantially Complete the Premises by the Anticipated Commencement Date, plus extensions thereto equal to the durations of (i) any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord (collectively, "**Force Majeure Event**"), or (ii) delays caused by or attributable to the Tenant. The parties agree that if Landlord is unable to Substantially Complete the Premises by the Anticipated Lease Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the Term of this Lease shall be extended for such delay.

B. Tenant shall have the right to cause inspection of the Premises prior to the Anticipated Lease Commencement Date to determine whether the Premises are Substantially Complete. If Landlord has not, in Tenant's reasonable determination, Substantially Completed the Premises within 30 days following the Anticipated Lease Commencement Date, as such date may be extended by Tenant Delays or a maximum of 30 days of delays caused by Force Majeure Events, for a period of 30 days thereafter, as Tenant's sole and exclusive remedy, Tenant may terminate this Lease by providing Landlord with written notice of such election. The failure of Tenant to provide such notice within such time period shall be deemed a waiver of such termination right

C. In the event that Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease, which includes, but is not limited to, payment of Base Rent and Utilities/Services (as such terms are hereinafter defined)

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. \$6,000.00 per month beginning on the Commencement Date and continuing for months 1 through 60 following the Commencement Date. Landlord acknowledges receipt of the amount of \$60,000.00 pre-paid Base Rent, which amount is to be allocated by crediting \$1,000.00 per month to the Base Rent payable for the Term.

B. [Intentionally Deleted]

3.2 [Intentionally Deleted]

3.3 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: MP Holdings, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.4 Late Payment. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent (as hereinafter defined) pursuant to this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or other payment under this Lease is not received by Landlord, on or before the fifth (5th) day of the month in which such rent or other payment is due, Tenant shall pay a late charge equal to five percent (5.00%) of such overdue amounts. Tenant shall also be responsible for a service fee equal to Fifty and No/100ths Dollars (\$50.00) for any check returned for insufficient funds together with such other costs and expenses as may be imposed by Landlord's bank. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. The payment to and acceptance by Landlord of such late charge shall in no event constitute a waiver by Landlord of Tenant's default with respect to such overdue amounts, nor prevent Landlord from exercising any of the other rights and remedies granted at law or equity or pursuant to this Lease.

3.5 Interest. Notwithstanding any other provisions of this Lease, any installment of rent or other amounts due under this Lease not paid to Landlord when due shall bear interest from the date due or from the date of expenditure by Landlord for the account of Tenant, until the same have been fully paid, at a rate per annum which is equal to the Prime Rate, plus two (2) percentage points, but not to exceed the highest rate permitted under applicable law. The payment of such interest shall not constitute a waiver of any default by Tenant hereunder.

4. (Intentionally Deleted)

5. (Intentionally Deleted)

6. Parking. So long as Tenant complies with the Terms, provisions and conditions of this Lease and the Rules and Regulations, Landlord shall maintain and operate, or cause to be maintained and operated automobile parking facilities within the Parking Area. Landlord shall have the right to reasonably relocate such Parking Area to a substitute location within McClellan to facilitate development within McClellan.

7. Permitted Uses. Tenant shall use and occupy the Premises throughout the Term of the Lease for warehousing of materials ("**Permitted Use**"), consistent with and in compliance with McClellan Use Documentation (as hereinafter defined), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Buildings, or cause a cancellation of any insurance policy covering the Buildings, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall comply with all laws, ordinances, rules, regulations and codes, which includes, but is not limited to, the Americans With Disabilities Act, of all municipal, county, state and federal authorities (collectively, "**Law**") pertaining to Tenant's use and occupation of the Premises. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance, or other act or thing which disturbs the quiet enjoyment of any other tenant in the Buildings, nor shall Tenant store any materials on the Premises which are visible from areas adjacent to the Premises, unless otherwise specifically set forth in Exhibit A-2 or expressly provided in this Lease. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

8 Environmental Compliance\Hazardous Materials

8.1 Definitions. "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. "**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

8.2 Use of Premises by Tenant. Subject to the provisions of this Section 8, Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the Premises or Property or transport to or from the Premises or Property without the express prior written consent of Landlord, which consent may be limited in scope and predicated on strict compliance by Tenant of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Landlord (or any insurance carrier, environmental consultant or lender of Landlord, or environmental consultant retained by any lender of Landlord) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the Premises or the Property. In connection therewith, Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises or the Property.

8.3 Remediation. If at any time during the Lease Term any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Landlord and Tenant shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions of this Lease. In addition to all other rights and remedies of the Landlord hereunder, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within thirty (30) days after all necessary approvals and consents have been obtained and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Landlord, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Tenant shall reimburse Landlord within fifteen (15) business days of Landlord's demand for reimbursement of all amounts reasonably paid by Landlord (together with interest on such amounts at the highest lawful rate until paid), when such

demand is accompanied by proof of payment by Landlord of the amounts demanded. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 (Intentionally Deleted).

8.5 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "**Notifying Party**") shall immediately notify the other party (for purposes of this Section, "**Notice Recipient**") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.6 Indemnification

8.6.1 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws with respect to the Premises. Tenant's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant, or by employees, agents, assignees, contractors or subcontractors of Tenant (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

8.6.2 Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, actions, causes of action (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising therefrom), liabilities, penalties, forfeitures, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused in whole or in part, directly or indirectly by any contamination caused by Landlord. Landlord's obligations hereunder shall include without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean up or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the indemnity provisions hereof, any acts or omissions of Landlord, or by employees, agents, assignees, contractors or subcontractors of Landlord (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Landlord.

8.7 Air Force Indemnification. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Section 8.6, the parties acknowledge and agree that nothing in this lease is intended diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the Air Force's obligations under Section 330 of Pub.

L. No. 102-484 (a copy of which is attached hereto as Exhibit D-2) (collectively, "**Air Force Indemnification**"). The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force. Tenant, for itself and Tenant representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating directly or indirectly out of any condition at McClellan that is subject to the Air Force Indemnification.

8.8 Environmental Questionnaire: Reports. Prior to execution of this Lease and thereafter on each anniversary of the Commencement Date, Tenant shall complete, execute, and deliver to Landlord the (i) Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), and (ii) Sewer Use Questionnaire ("**Sewer Use Questionnaire**") in a form of Exhibit D attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. The failure of Landlord to respond to such document within such time period shall be deemed Landlord's disapproval thereof. Landlord's approval of the Environmental Questionnaire shall constitute approval for Tenant's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan**." Tenant's use of Hazardous Materials shall comply with Hazardous Materials Laws and be limited to uses consistent with the Hazardous Materials Handling Plan required by Landlord. Unless approved in writing by Landlord, Tenant shall not be entitled to utilize any Hazardous Materials within the Premises, excepting de minimus office use products used for Tenant's office use (if applicable). Tenant shall promptly provide Landlord with complete and legible copies of all information/notices relating to its use of Hazardous Materials, which include, but are not limited to, reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listings and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against Tenant related to Tenant's use, handling, storage or disposal of Hazardous Materials.

8.9 Tenant Certifications. Within ninety (90) days prior to the expiration of the Lease Term, Tenant shall certify to Landlord in writing that, to the best of its knowledge, no Tenant Contamination has occurred.

8.10 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter.

8.11 Environmental Certificate. Attached hereto as Exhibit E is the Supplemental Finding of Suitability to Lease for the Building (SFOSL) ("**Environmental Certificate**") issued by The United States Air Force concerning the status of Hazardous Materials set forth in the Site Specific Supplemental Environmental Baseline Survey ("**SSEBS**") for the Premises by the United States Air Force (collectively, "**Remediated Environmental Condition**") in accordance with the terms, conditions and provisions set forth therein.

8.12 Environmental Disclosure.

8.12.1 As described in the McClellan Use Documentation, Hazardous Materials, in violation of Hazardous Materials Laws, have been used at McClellan, which materials are in various states of remediation by the United States of America. Additional disclosures regarding the presence of Hazardous Materials at McClellan are set forth on Exhibit F attached hereto. Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under the McClellan Use Documents or in accordance with applicable Law. Tenant's execution of this Lease is deemed Tenant's acknowledgment to such disclosures as required by Hazardous Materials Laws.

8.12.2 As a supplement to the information set forth in Section 8.11.1 above, (i) Landlord has caused the Premises to be inspected for the presence of asbestos, copy of which report is attached hereto as Exhibit F-1 ("Landlord Supplemental Report") (such report also noted the presence of mold in certain areas of the Premises), and (ii) Tenant has caused the Premises to be inspected for the presence of asbestos, lead and mold ("Tenant Supplemental Report"), a copy of which is attached hereto as Exhibit F-2 (the Landlord Supplemental Report and the Tenant Supplemental Report are collectively referred to as the "Supplemental Reports"). As set forth in the Work Letter Agreement, Landlord is required to perform certain acts associated with the information described in the Supplemental Reports and related conditions identified therein and as otherwise provided in the Work Letter Agreement prior to the Commencement Date and Landlord represents and warrants that all such work shall comply with all Environmental Laws.

8.13 Compliance with Environmental Laws. Tenant shall at all times and in all respects comply with all Hazardous Materials Laws. All reporting obligations concerning Tenant's business operations imposed by Hazardous Materials Laws are strictly the responsibility of Tenant. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.14 Environmental Audit; Right of Entry. Upon Landlord's reasonable request, and in any event, on or before each anniversary of the Commencement Date, Tenant shall provide Landlord with a Compliance Audit. A "Compliance Audit" means a written report of a site assessment and environmental audit, in scope, form and substance satisfactory to Landlord, prepared by a qualified environmental consultant approved in advance by Landlord, which shall assess, in detail: (a) whether the Tenant's operations comply with all applicable Hazardous Materials Laws and generally accepted good environmental management practices; (b) whether there is any evidence or indication that there has been or is reasonably likely to be, a release of Hazardous Materials attributable to the Tenant's operations; and, (c) Tenant's compliance with this Section 8, which includes, but is not limited to, compliance with the Hazardous Materials Handling Plan. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.15 Air Force Entry. Tenant acknowledges that, pursuant to the provisions of and in accordance with the McClellan Use Documentation, the Secretary of the Air Force, acting on behalf of the United States of America ("Air Force"), its agents, employees, contractors and subcontractors, may require ingress, egress and access to the Premises, or portion thereof, to implement the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("FFA"), the McClellan Air Force Base Installation Restoration Program ("IRP") or other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required by the McClellan Use Documentation during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely effect Tenant's Building operations, including the Permitted Use, for the duration of such entrance. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-1, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.16 Preexisting Hazardous Materials Baseline. The parties acknowledge that the Environmental Certificate, the SSEBS and certain documents within the McClellan Use Documentation establish the presence (which may be subject to various levels of remediation by the United States Air Force) of various Hazardous Materials which have been and/or are currently located at McClellan, which information is hereinafter referred to as the “**Environmental Baseline.**” IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (i) DESCRIBED IN THE ENVIRONMENTAL BASELINE, AND/OR (ii) ANY HAZARDOUS MATERIALS EXISTING AS OF THE COMMENCEMENT DATE.

8.17 Sewer Compliance Certificate. On or before December 31 of each calendar year, Tenant shall deliver to Landlord a written certification that it has placed only “sewageable water” in the industrial waste water drain lines that service the Premises. For the purpose of this Section, “sewageable water” is defined as waste water in compliance with all applicable waste water pretreatment and discharge permit standards and requirements imposed by applicable federal, state and county laws, statutes, ordinances and regulations.

8.18 Asbestos Notification. Attached to this Lease as Exhibit G is a disclosure concerning the possible presence of asbestos containing materials within the Premises applicable to all buildings within McClellan constructed prior to 1980. Landlord and Tenant shall sign such Exhibit concurrent with the execution of this Lease.

8.19 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities/Services.

9.1 In addition to rent, Tenant shall pay all costs and charges, including all initial utility deposits and fees, for water, electricity, sewage, trash removal, telephone, pest control, alarm service, and any other services desired by Tenant which are furnished to the Premises during the entire Term of this Lease (“**Utilities/Services**”). Landlord shall cause the electrical service to be separately metered or billed to the Premises. With regard to Utilities/Services which are not separately metered (e.g. water), Tenant shall pay to Landlord its pro rata share of the cost of the Utilities/Services, as reasonably determined by Landlord, and such payment shall be due within fifteen (15) days of Tenant's receipt of invoice from Landlord (such proration by Landlord shall be based on the cost of the un-metered utility (ies) for the Building only as compared to the Premises). Landlord may elect to place any Utilities/Services in Tenant's name, in which case Tenant shall execute all necessary documentation to complete such transaction. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of the Utilities/Services. Except as provided in Section 9.2, Landlord may designate the provider of Utilities/Services and in such event Tenant shall use such designated provider; provided that Tenant shall have no claim, of any type, for any failure of such provider to provide such service, and Tenant's remedy, if any, shall be limited to such provider.

9.2 Tenant acknowledges that it has been advised that Landlord has entered into agreements with the Sacramento Suburban Water District, Pacific Gas and Electric and the Sacramento Municipal Utility District whereby those entities have the exclusive right to provide, respectively, water, gas and electrical service to McClellan for a period of ten (10) years. These agreements are included as part of the McClellan Use Documentation. Tenant agrees that it will obtain water, gas and electrical service during the Term of the Lease consistent with the requirements of these agreements.

10. Repairs By Landlord. Landlord shall maintain only the roof, foundations and structural soundness of the exterior walls of the Buildings (exclusive of all glass and exclusive of all exterior doors), and the fire sprinkler system within the Premises in good repair, except repairs rendered necessary by the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds within the Common Area surrounding the Premises, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs By Tenant Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant shall maintain, and shall provide Landlord with proof thereof, an annual service maintenance contract (which shall be upon a form acceptable to Landlord and with a service provider approved by Landlord) and any and all required permits for the HVAC system in a form and with a contractor reasonably satisfactory to Landlord. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant shall be permitted to implement its own reasonable security measures in the Premises, subject to prior approval by Landlord. Any security implemented by Tenant shall not interfere with the Building's security. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises.

12. Ad Valorem Taxes. If applicable, Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration Of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "**Alterations**") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. All Alterations shall comply with Law, the McClellan Use Documents, the requirements of Landlord, and not result in any cost to Landlord. Any Alterations requiring roof penetration shall be constructed by or supervised by Landlord's roofer. Any Alterations to or of said Premises, excepting movable furniture and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord, and shall be surrendered with the Premises. However, Landlord may provide written notice to Tenant prior to the construction of such Alteration whether Tenant will be required to remove such Alteration and restore the Premises to a specified condition upon the expiration of the Term. Upon Landlord's written approval of the requested Alterations, Tenant shall secure all necessary permits, if applicable. Before commencement of any such Alterations, Tenant shall submit detailed specifications, floor plans and necessary permits (if applicable) to Landlord for review. In no event shall any Alterations affect the structure of the Building or its facade. As a condition to its written consent, Landlord may request adequate assurance that all contractors who will perform such work have in force workman's compensation and such other employee and public liability insurance as Landlord deems necessary, and where the Alterations are material, Landlord may require Tenant or its contractors to post adequate completion and performance bonds. In the event Landlord consents, in writing, to the making of any Alterations to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, completed to the satisfaction of Landlord, and the contractor or person selected by Tenant to make the same must first be approved in writing by Landlord. If Tenant makes any Alterations to the Premises as provided in this Section, the Alterations shall not be commenced until ten (10) business days after Landlord has received written notice from Tenant stating the date the installation of the Alterations is to commence so that Landlord can post and record an appropriate notice of nonresponsibility. Tenant shall reimburse Landlord for any expenses incurred by Landlord in connection with the Alterations made by Tenant, including any reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant, and the cost of updating the existing as-built plans of the Building to reflect the Alterations. Tenant shall indemnify, defend and

hold the Landlord, the Building and the Premises free and harmless from any liability, loss, damage, cost, attorneys' fees and other expenses incurred on account of such construction, or claims by any person performing work or furnishing materials or supplies for Tenant or any persons claiming under Tenant.

14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Buildings and common areas and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Buildings and the common areas and other areas of land within which the Buildings are located in such amounts determined by Landlord. Copies of all such certificates thereof are available for inspection by Tenant. Such insurance may be provided by a blanket insurance policy covering the Premises.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

A. Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Buildings and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$2,000,000.00, per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

B. Workers compensation insurance as required by law and employer liability insurance with limits of not less than \$1,000,000.00;

C. Comprehensive automobile liability insurance with limits of not less than \$1,000,000.00 combined bodily injury and property damage per occurrence.

14.3 Certificates of Insurance. (The provisions of this Section 14.3 shall not apply as long as the named Tenant is the city of Sacramento) All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) McClellan Jet Services, LLC; (4) the County of Sacramento; and (5) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums which shall be payable upon demand.

14.4 Right to Self-Insure. Applicable only to the named Tenant (City of Sacramento), Landlord acknowledges that Tenant is a self-insured public agency and, as a result thereof, notwithstanding any other provision of this Lease, Tenant shall have the right to satisfy any or all of the insurance requirements of Section 14.2 of this Lease through use of the City of Sacramento's self-insurance program. In the event Tenant exercises its right to satisfy the insurance requirements through use of the City's self-insurance program, Tenant shall provide Landlord with letters of self-insurance from the City stating its self-insurance program adequately protects against liabilities and claims the types of which the insurance required by Section 14.2 of this Lease are intended to protect against.

15. Exculpation And Indemnity

15.1 Definitions. For purposes of this Section 15, "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) "**Landlord Parties**" shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities

15.2 Exculpation. Tenant agrees that in no case shall Landlord ever be responsible or liable on any theory for any injury to Tenant's business, loss of profits, loss of income or any other form of consequential damage; provided, however, such limitation shall not limit Tenant's ability to pursue actual damages against Landlord related to or under the provisions of this Lease.

15.3 Landlord's Indemnity. Landlord shall indemnify, defend, reimburse, protect and hold harmless Tenant and all Tenant Parties from and against all third party claims, liability and/or damages arising from or related to the negligent acts or omissions of Landlord or Landlord Parties at the Property. It is specifically understood and agreed that Landlord shall not be liable or responsible for the acts or omissions of any of the other tenants of the Property or of any visitors or invitees of persons other than Landlord. The provisions of this Section 15.3 shall not apply to any of the provisions of Section 8 of the Lease.

15.4 Tenant's Indemnity. Tenant shall indemnify, defend, reimburse, protect and hold harmless Landlord and all Landlord Parties from and against all third party claims, liability and/or damages arising from or related to the acts or omissions of Tenant or any Tenant Parties relating to their use, possession, or occupancy of the Property or, Tenant's obligations under this Lease, or to any work done, permitted or contracted for by any of them on or about the Premises. The provisions of this Section 15.4 shall not apply to any of the provisions of Section 8 of the Lease.

15.5 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. Subject to the provisions of this Lease, Landlord covenants and agrees that Tenant, upon making all of Tenant's payments of Rent as and when due under the Lease, and upon performing, observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall peaceably and quietly hold, occupy and enjoy the Premises during the Term of this Lease as extended by the options described herein, if any, subject to the Terms and provisions of this Lease.

18. Landlord's Right Of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice in order to examine it or to show it to prospective tenants or buyers and to place "For Rent" or "For Sale" signs on or about the Premises. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises other than as herein provided; except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Buildings and to change the name, number or designation by which the Buildings are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Buildings

19.1 Partial Destruction In the event of a partial destruction of the building containing the Premises during the Term of this Lease from any cause, Landlord shall forthwith repair the same, provided such repair can reasonably be made within ninety (90) days from the happening of such destruction under applicable laws and regulations. During such period, Tenant shall be entitled to a proportionate reduction of Rent to the extent such repairs unreasonably interfere with the business carried on by Tenant in the Premises. If Tenant fails to remove its goods, wares or equipment within a reasonable time and as a result the repair or restoration is delayed, or if such damage or destruction is caused primarily by the negligence or willful act of Tenant, or its employees, invitees or agents, there shall be no reduction in Rent during such delay. In the event that such repair cannot reasonably be made within ninety (90) days from the happening of such destruction under applicable laws and regulations, Landlord shall have the right to terminate this Lease by notifying Tenant in writing within sixty (60) days from the happening of such destruction in which event this Lease shall be deemed terminated. In addition to the above, in the event that such building is partially destroyed and (i) the cost of repairing such building exceeds thirty-three and one-third percent (33-1/3%) of the replacement cost thereof; or (ii) the damage caused by the partial destruction of such building cannot reasonably be repaired within a period of ninety (90) days from the happening of such damage, Landlord may elect to terminate this Lease, whether or not such building is insured, by written notice to Tenant given within sixty (60) days from the happening of such destruction.

19.2 Total Destruction. A total destruction of the building containing the Premises shall terminate this Lease. A total destruction of such building means the cost of repairing such building exceeds seventy-five percent (75.00%) of the replacement cost of such building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without

any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Bankruptcy. If a general assignment is made by Tenant for the benefit of creditors, or any action is taken by Tenant under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant (and Tenant fails to terminate such receivership within sixty (60) days after such appointment), or if any action is taken by a creditor of Tenant under any insolvency or bankruptcy act, and such action is not dismissed or vacated within thirty (30) days after the date of such filing, then this Lease shall terminate at the option of Landlord upon the occurrence of any such contingency and shall expire as fully and completely as if the day of the occurrence of such contingency was the date specified in this Lease for the expiration thereof. In such event, Tenant shall then quit and surrender the Premises to Landlord.

22. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

B. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

C. Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in subparagraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

E. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

23. Remedies in Event of Default by Tenant. In the event of Tenant's default, Landlord may:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant:

(1) the worth at the time of the award of any unpaid Rent which had been earned at the time of such termination; plus

(2) the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss which Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (including, without limitation, the cost of recovering possession of the Premises, expenses of reletting including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and real estate commissions actually paid and that portion of the leasing commission paid by Landlord and applicable to the unexpired portion of this Lease); plus

(5) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

As used in Subsections (1) and (2) above, the "worth at the time of the award" shall be computed by allowing interest at the lesser of ten percent (10%) per annum, or the maximum rate permitted by law per annum. As used in Subsection (3) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

B. Continue this Lease in full force and effect, and the Lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due. During the period Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord reasonably incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from any reletting. In no event shall Tenant be entitled to any excess Rent received by Landlord. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

C. Cause a receiver to be appointed to collect Rent. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate the Lease.

D. Cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, reasonably pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the lesser of ten percent (10.00%) per annum, or the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional Rent

The foregoing remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law, to any equitable remedies Landlord may have, and to any remedies Landlord may have under bankruptcy laws or laws affecting creditors' rights generally. The waiver by Landlord of any breach of any Term, covenant or condition of this Lease shall not be deemed a waiver of such Term, covenant or condition or of any subsequent breach of the same or any other Term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any proceeding breach other than a failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any Term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

24. Surrender Of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any improvements made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's personal property and trade fixtures in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any removal of the Tenant's improvements, Tenant's property and/or trade fixtures by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises, and any such damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Surrender Of Lease. The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not work a merger and may, at the option of Landlord, terminate all or any existing subleases or subtenancies or may operate as an assignment of any or all such subleases or subtenancies to Landlord.

27. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

TO LANDLORD: MP Holdings, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Facsimile: (916) 568-2764
Attention: Senior Vice President of Operations and
Senior Vice President and General Counsel

TO TENANT: City of Sacramento
Sacramento Archives and Museum
551 Sequoia Pacific Blvd.
Sacramento, CA 95814
Attention: Manager
Telephone: (916) 264-7072
Facsimile: (916) 264-7582

with a copy to: City of Sacramento
Facilities and Real Property Mgmt. Division
5730 24th Street, Bldg 4
Sacramento, CA 95822
Attention: Facilities Manager
Telephone: (916) 808-2258
Facsimile: (916) 399-9263

28. Assignment And Subletting

28.1 No Assignment. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "Assignment"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "Sublease") or any portion thereof without Landlord's prior written consent in each instance, which consent may not be unreasonably withheld by Landlord. Landlord shall be permitted to consider any reasonable factor in determining whether or not to withhold its consent to a proposed assignment or sublease and Landlord shall make such determination within thirty (30) days following Landlord's receipt of the Transfer Notice. The failure of Landlord to deliver written notice of such determination within such time period shall be deemed Landlord's disapproval thereof. Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or sublease, it shall be reasonable for Landlord to withhold its consent if any of the following conditions exist:

(1) The proposed transferee shall fail to satisfy Landlord's then existing financial criteria for leasing subject to terms similar to the provisions of this Lease;

(2) The proposed use by the transferee shall (i) fail to comply with Tenant's Permitted Use, (ii) be inconsistent with the general character of businesses carried on by tenants of a Building, (iii) increase the likelihood of damage or destruction, (iv) increase the density of occupancy of the Premises or increase the amount of pedestrian and other traffic through the Building, (v) be likely to cause an increase in insurance premiums for insurance policies applicable to the Building, (vi) unless paid by Tenant, require new tenant improvements incompatible with then-existing Building systems and components, (vii) unless paid by Tenant, require Landlord to make modifications to the Building outside of the Premises (in order, for example, to comply with Laws), (viii) increase the electrical or HVAC usage in the Premises, and (ix) otherwise have or cause a material adverse impact on the Premises, the Building, the Property, or Landlord's interest therein;

(3) Landlord has vacant space at McClellan suitable for such proposed transferee, and the proposed transferee is an existing tenant or occupant of the Building or a person or entity with whom Landlord is then dealing, or with whom Landlord has had any dealings within the previous six (6) months, with respect to the leasing of space in the Building;

(4) Such action would violate the provisions of the EDC Lease (and/or the McClellan Use Documentation); and

(5) Any ground lessor or mortgagee whose consent to such transfer is required fails to consent thereto.

(a) Provided Landlord has consented to such assignment or subletting, Tenant shall be entitled to enter into such assignment or sublease subject to the following conditions:

(6) At the time of the transfer, no event of default under this Lease, or under any other lease between Tenant and Landlord or any affiliate of Landlord, shall have occurred and be continuing;

(7) No assignment or sublease shall be valid and no assignee or sublessee shall take possession until an executed counterpart of the assignment or sublease has been delivered to Landlord;

(8) Any assignee shall have assumed in writing the obligations of Tenant under this Lease;

(9) Any subtenant shall have agreed in writing to comply with all applicable terms and conditions of this Lease;

(10) In the event Tenant sublets the entire Premises or any part thereof, Tenant shall deliver to Landlord seventy-five percent (75.00%) of any excess Rent within thirty (30) days of Tenant's receipt thereof pursuant to such subletting. As used herein, "**Excess Rent**" shall mean any sums or economic consideration per square foot of the Premises received by Tenant pursuant to such subletting in excess of the amount of the Rent per square foot of the Premises payable by Tenant under this Lease applicable to the part or parts of the Premises so sublet; provided, however, that no excess payment shall be payable until Tenant shall have recovered therefrom all of the costs incurred by Tenant for brokerage commissions, tenant improvement work approved by Landlord, reasonable attorneys fees, and reasonable marketing fees, in conjunction with such sublease; and

(11) In the event Tenant assigns this Lease, Tenant shall deliver to Landlord seventy-five percent (75.00%) of any excess payment within thirty (30) days of Tenant's receipt thereof pursuant to such assignment. As used herein, "**Excess Payment**" shall mean the amount of payment received for such assignment of this Lease in excess of the Rent payable by Tenant under this Lease; provided, however, that no excess payment shall be payable until Tenant shall have recovered therefrom all of the costs incurred by Tenant for brokerage commissions, tenant improvement work approved by Landlord, reasonable attorneys fees, and reasonable marketing fees, in conjunction with such assignment.

29. No Relief of Obligations. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the Assignment or Sublease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant of the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. Any Assignment or Sublease that is not in compliance with this Section 29 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of Rent by Landlord from a proposed assignee or subtenant shall not constitute the consent by Landlord to such Assignment or Sublease.

30. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for

foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

31. Judgment Costs

31.1 Landlord. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by or against Tenant, or by or against any person holding the Premises by license of Tenant, or for foreclosure of any lien for labor or material furnished to or for Tenant, or any such person, or otherwise arising out of or resulting from any act or transaction of Tenant, or of any such person, Tenant covenants to pay to Landlord, the amount of any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees incurred by Landlord in connection with such litigation.

31.2 Tenant. Should Tenant, without fault on Tenant's part, be made a party to any litigation instituted by or against Landlord, or by or against any person holding the Premises by license of Landlord, or for foreclosure of any lien for labor or material furnished to or for Landlord, or any such person, or otherwise arising out of or resulting from any act or transaction of Landlord, or of any such person, Landlord covenants to pay to Tenant, the amount of any judgment rendered against Tenant or the Premises or any part thereof, and all costs and expenses, including reasonable attorney's fees incurred by Tenant in connection with such litigation.

32. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease other than N/A ("N/A"). Landlord shall only pay the real estate brokerage commission due to N/A and any real estate broker or agent entitled to a commission in connection with this Lease if claimed through the actions of Landlord. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

33. Subordination Of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Buildings of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("SNDA")

34. (Intentionally Deleted)

35. Estoppel Certificates And Financial Statements

35.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the lease commencement date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

35.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Buildings, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

36. Short Form Of Lease. Tenant agrees to execute, deliver and acknowledge, at the request of Landlord, a short form of this Lease satisfactory to counsel for Landlord, and Landlord may in its sole discretion record this Lease or such short form in the County where the Premises are located. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

37. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such signage shall comply with Landlord's signage design criteria, as such exists from time to time). In addition, the style, size, materials and attachment method of any such signage shall be subject to Landlord's prior written consent. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Section 24. Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

38. [Intentionally Deleted]

39. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

40. Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

41. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit I). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

42. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against the greater of (a) Landlord's interest in the Premises and Base Rent thereafter due and payable, or (b) \$3,000,000.00 in cash damages; and (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "Partner") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord)

43. Sublease Status

43.1 As of the Lease Date, Landlord possesses a leasehold estate in McClellan, pursuant to the EDC Lease Agreement between Landlord's predecessor-in-interest, the County of Sacramento ("County"), as Lessee, and the United States Air Force, as Lessor, dated August 13, 1998, as supplemented and/or amended ("EDC Lease"), and subject to Operating Agreement, as supplemented and/or amended ("**Operating Agreement**") between County as "Lessee," and the United States Air Force, as "Air Force" As a result of such tenancy pursuant to the EDC Lease, (i) the provisions of this Lease are junior, subordinate and subject to the Terms and conditions of the EDC Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the

provisions of the EDC Lease. Subject to Section 43.2 of this Lease, the termination of the EDC Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant shall not cause or take any action or inaction or cause or permit any Tenant representatives to take any action or which would constitute a default by Landlord under the EDC Lease, which occurrence would be deemed a default by Tenant under Section 22 of this Lease.

43.2 In accordance with the Economic Development Conveyance Agreement with the United States Air Force ("**EDC Agreement**"), Landlord has the right to acquire fee title to the Property, including the Premises, which acquisition may or may not occur during the Term of this Lease. Notwithstanding any other provision of this Lease to the contrary, in the event the Landlord does acquire fee title to the Property during the Term of this Lease, and as a result thereof, the EDC Lease terminates as such document relates to the Premises, the parties hereto agree that this Lease shall remain in full force and effect as a direct contractual obligation between the Landlord and Tenant, Tenant shall recognize and attorn to the Landlord as its direct "landlord", and the Tenant agrees to enter into any further documentation with the Landlord to evidence the intent of the parties as set forth in this Section; provided, however, such further documentation shall not materially increase Tenant's obligations under this Lease.

43.3 Notwithstanding any other provision of this Lease to the contrary, Tenant acknowledges and agrees that the Landlord's right, title and interest in this Lease is transferable and assignable to any third party selected by the Landlord. In this regard, upon written notice from the Landlord, Tenant agrees to execute any and all reasonable documentation to evidence such assignment as set forth in this Section, and the named Landlord shall be released from any and all future liability under this Lease; provided, however, such further documentation shall not materially increase Tenant's obligations under this Lease.

43.4 Tenant shall cause the Permitted Use of the Premises to be consistent with documentation described in Exhibit J, which includes the EDC Agreement, the EDC Lease, the Environmental Certificate, the SSEBS, the Operating Agreement and the Programmatic Agreement between the United States Air Force, the California State Preservation Officer and the Advisory Council on Historic Preservation Regarding Disposal of McClellan Air Force Base ("**Historic Preservation Agreement**") (collectively, "**McClellan Use Documentation**"). Copies of the McClellan Use Documentation are available at Landlord's corporate offices.

44. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants, as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

45. General Provisions

45.1 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in Sacramento County Superior Court or the United States District Court for the Eastern District of California.

45.2 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

45.3 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

45.4 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

45.5 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

45.6 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

45.7 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

[Remainder of Page Intentionally Left Blank]

45.8 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company

Its: Member

By: [Signature]
Larry D. Kelley

Date: 6/14/07

TENANT:

CITY OF SACRAMENTO, a municipal corporation

By: [Signature]

Title: History Manager

Date: 6/15/07

Approved as to form:

By: [Signature] 6/15/07
Angela M. Casagrande

Attest:

By: _____
City Clerk

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Ray Kerridge, City Manager

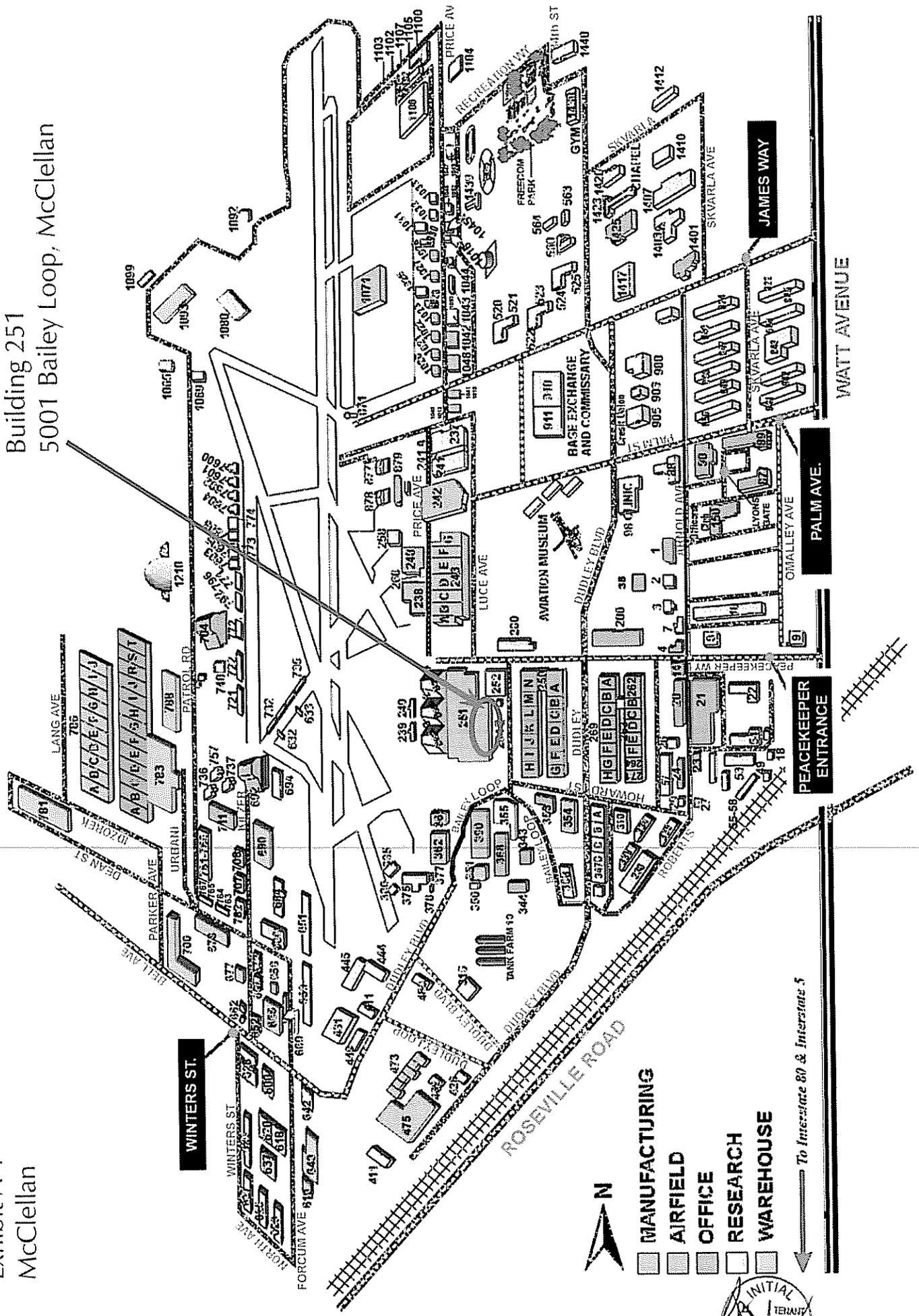
EXHIBITS

Exhibit A-1 -	McClellan
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit A-5 -	[Intentionally Deleted]
Exhibit A-6 -	[Intentionally Deleted]
Exhibit B -	Work Letter Agreement
Exhibit C -	Declaration of Lease Commencement
Exhibit D -	Environmental Questionnaire
Exhibit D1 -	Air Force Notification Request
Exhibit D2 -	Sewer Use Questionnaire
Exhibit E -	Environmental Certificate
Exhibit F -	Environmental Disclosure
Exhibit F1-	Landlord Supplemental Report
Exhibit F2-	Tenant Supplemental Report
Exhibit G -	Asbestos Notification
Exhibit H -	[Intentionally Deleted]
Exhibit I -	Rules and Regulations
Exhibit J -	McClellan Use Documentation

EXHIBIT A-1
McCLELLAN

Exhibit A-1
McClellan

City of Sacramento
Building 251
5001 Bailey Loop, McClellan



- MANUFACTURING
- AIRFIELD
- OFFICE
- RESEARCH
- WAREHOUSE

To Interstate 80 & Interstates 5



EXHIBIT A-2
PREMISES
5001 BAILEY LOOP

City of Sacramento
Building 251

Exhibit A-2
Premises

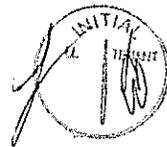
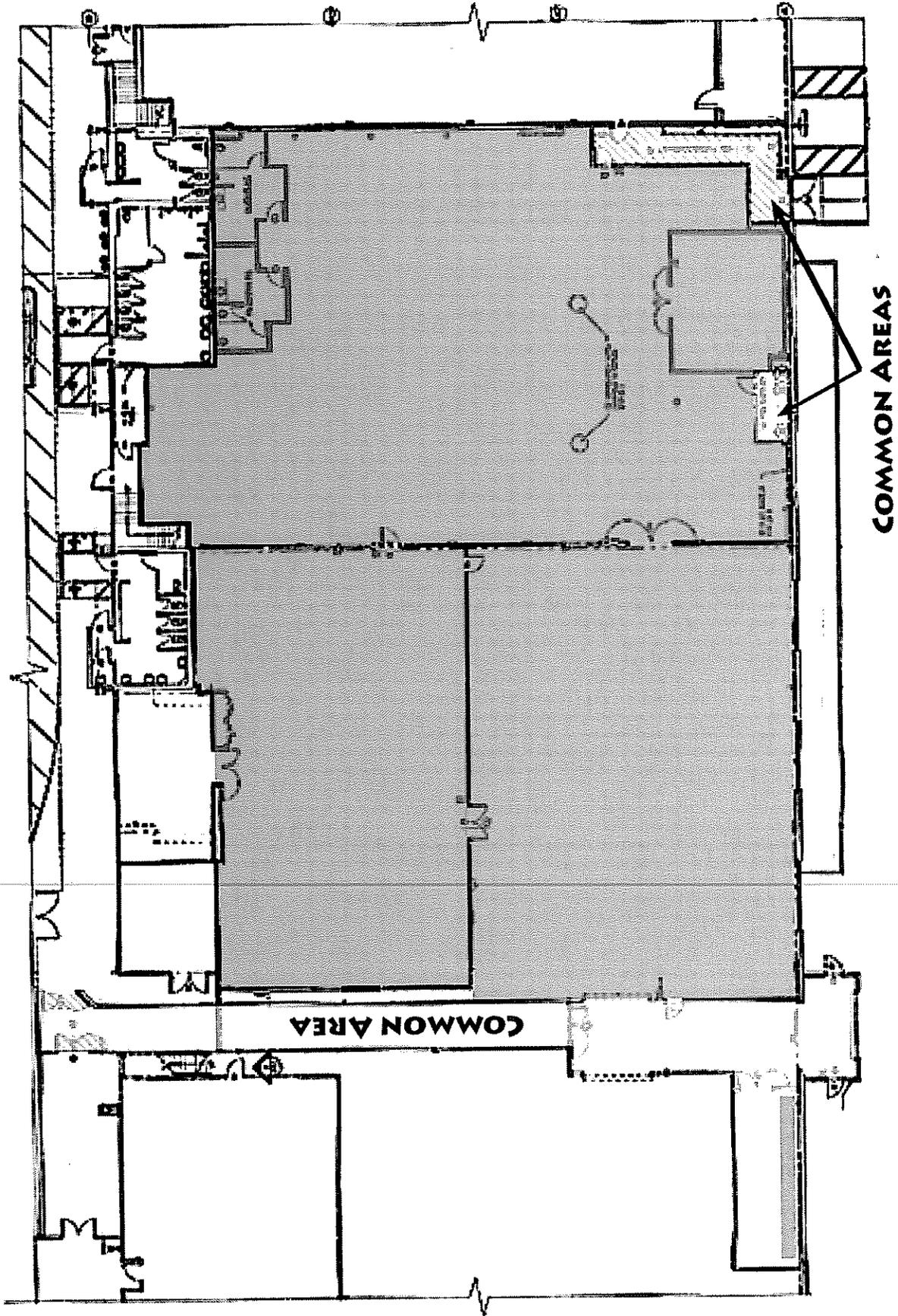


EXHIBIT A-3
BUILDING 251

City of Sacramento
Building 251



AIRFIELD

BAYLEY LOOP

Exhibit A-3
Building



**EXHIBIT A-4
PARKING AREAS**

City of Sacramento
Building 251

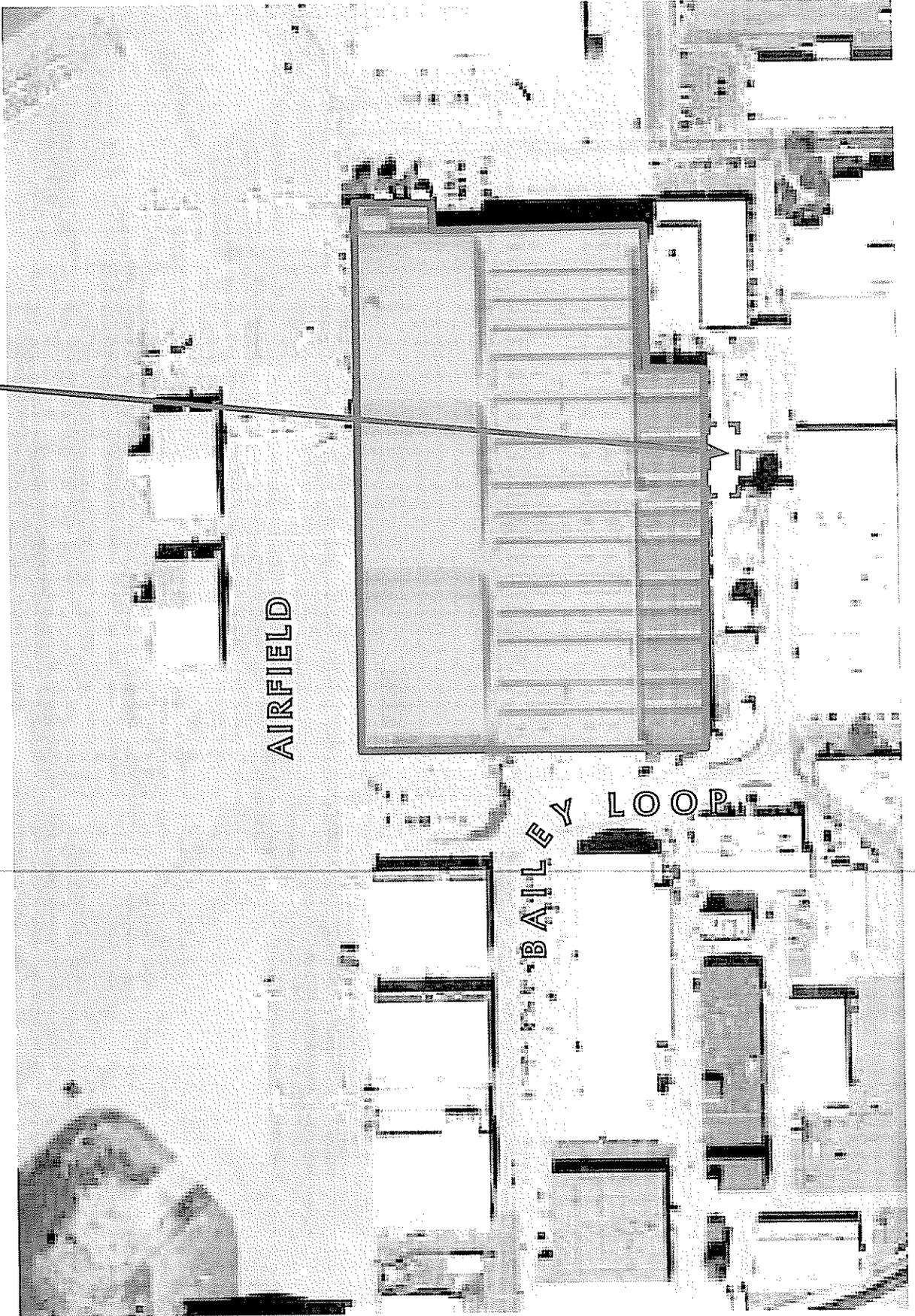


Exhibit A-4
Parking

INITIAL
L. TEVOT
W

EXHIBIT A-5
[Intentionally Deleted]

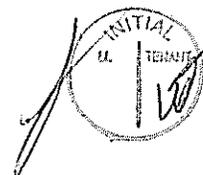


EXHIBIT A-6
[Intentionally Deleted]

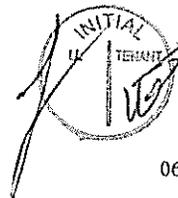


EXHIBIT B
WORK LETTER AGREEMENT
[Landlord Performs Work]

THIS AGREEMENT made as of the 14th day of June, 2007, between **MP HOLDINGS, LLC**, a California limited liability company ("**Landlord**"), and **CITY OF SACRAMENTO**, a municipal corporation ("**Tenant**").

Reference is made to the Standard Form Net Lease Agreement ("**Lease**") dated June 14, 2007 (the "**Lease**") for the "**Premises**" more particularly described therein known as 5001 Bailey Loop, Building 251 (the "**Property**").

Landlord, at its cost, agrees to perform the items of work (the "**Work**") in the Premises (describe work and/or refer to any drawings or plans that have been prepared, if they are final), set forth below:

General

1. Remove old pipes in ceiling.
2. Remove cage.
3. All lights to be provided in working order.
4. Install men's & women's restrooms.
5. Fire sprinkler system will be in working order.
6. Repair roof leak by office area to address issues raised in the Supplemental Reports (following the Commencement Date, Landlord shall remain responsible for the repair of the roof as provided in Section 10 of the Lease).
7. Construct 1-hour occupant separation wall as described in attached drawing.
8. Replace broken glass in exterior wall.
9. Floor tiles to be swept/mopped.
10. Electrical outlets within Premises to be provided in working order.
11. Fencing along Luce Avenue to be removed.

Office Area

1. Add double doors as shown on plan to office area.
2. Remove leibret unit.
3. Replace stained tiles.
4. Replace damaged floor tiles.
5. Provide HVAC for office 1 (as shown on plan).
6. Paint office 1.

2-Story Office Area

1. Remove cable tray in ceiling.
2. Replace stained ceiling tiles.
- 3.

HVAC

The Landlord will install (2) 7 ½ ton split system heat pumps to room number 3 (as shown on plan) per attached proposal from Airco (see attachment).

Supplemental Report Matters

The Supplemental Reports establish the (A) presence of asbestos based materials within the Premises and Landlord, at its cost and expense, shall cause such materials to be placed in a condition that is compliant with all applicable state laws, and (B) existence of mold resulting from water intrusion, and Landlord, at its cost and expense, shall remove such mold (and any other mold present within the Premises) in compliance with all applicable state laws. In addition, Landlord is aware of certain areas within the Premises which may be painted with lead-based paint and Landlord, at its cost and expense, shall repaint such areas to encapsulate the existing lead-based paint. To the extent that any of the Landlord's work set forth in the Work Letter Agreement affects any areas with the Premises which have any asbestos based materials or lead based paint materials, Landlord, at its cost and expense, shall handle, remove, encapsulate and/or remediate such materials in compliance with all applicable state law. The Premises shall not be deemed Substantially Complete unless and until Tenant has determined that all of the work described above is completed and the entire Premises is in a condition that complies with applicable laws as it pertains to asbestos, mold and lead-based paint and the occupancy thereof by Tenant's employees and patrons. To assist Tenant in making this determination, Tenant may employ consultants or other experts. In no event shall the work described above be delayed or deferred beyond the Commencement Date as a Punch List Item or otherwise. Tenant shall not be deemed to have taken possession of the Premises unless and until the work described above is completed to Tenant's reasonable satisfaction.

Landlord shall complete the Work by the Commencement Date under the Lease.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company

Its: Member

By: [Signature]
Harry D. Kelley

Date: 6/14/07

TENANT:

CITY OF SACRAMENTO, a municipal corporation

By: [Signature]

Title: History Manager

Date: 6-15-07

Approved as to form:

By: [Signature] 6/15/07
Angela M Casagrande

Attest:

By: _____
City Clerk

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

EXHIBIT C

DECLARATION OF LEASE COMMENCEMENT

This is to confirm that the Commencement Date, as defined in Section 2.2 of the attached lease, for the property commonly known as 5001 Bailey Loop, Building 251, and containing approximately _____ square feet pursuant to the lease dated June 14, 2007, between MP HOLDINGS, LLC, a California limited liability company and CITY OF SACRAMENTO, a municipal corporation, is, for all purposes, agreed to be _____, 2007, and the Expiration Date of the Lease is agreed to be _____, 2012.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

By: LK McCLELLAN, LLC, a California limited liability company

Its: Member

By: _____
Larry D. Kelley

Date: _____

TENANT:

CITY OF SACRAMENTO, a municipal corporation

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Angela M. Casagrande 6/15/07
Angela M. Casagrande

Attest:

By: _____
City Clerk

Executed as of the day and year first above stated

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Ray Kerridge, City Manager



EXHIBIT D

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, California 95652
(916) 965-7100; (916) 568-2764 fax
ash@mcclellanpark.com

46. General Information.

Name of Responding Company: **CITY OF SACRAMENTO**, a municipal corporation

Check the Applicable Status: _____

Prospective Tenant Existing Tenant

Mailing Address: 551 Sequoia Pacific Blvd
Sacramento, CA

Contact Person and Title: Marcia Eymann

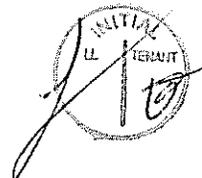
Telephone Number: () _____

McClellan Park (MP) Address of Proposed Premises to be Leased: 5001 Bailey Loop,
McClellan, CA 95652

Length of Lease Term: Five (5) Years and zero (0) months

Your Standard Industrial Classification (SIC) Code Number: _____

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.



48.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan?

Yes No Not Applicable

48.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage?

Yes No Not Applicable

If so, attach the results.

48.4 Have any spills or leaks occurred from such tanks, pumps or piping?

Yes No Not Applicable

If so, describe _____

48.5 Were any regulatory agencies notified of any spills or leaks?

Yes No Not Applicable

If so, attach copies of any spill reports filed, any clearance letters or other correspondence from regulatory agencies relating to the spill or leak.

48.6 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes No Not Applicable

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

49. **Spills**

49.1 During the past year, have any spills occurred on any site you occupy?

Yes No Not Applicable

If so, please describe the spill and attach the results of any process conducted to determine the extent of such spills

49.2 Were any agencies notified in connection with such spills?

Yes No Not Applicable

If no, attach copies of any spill reports or other correspondence with regulatory agencies.

49.3 Were any clean-up actions undertaken in connection with the spills?

Yes No Not Applicable

If so, briefly describe the actions taken. Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.

50. Waste Management.

50.1 Has your business filed a Hazardous Material Plan with the Sacramento County Environmental Management Department?

Yes No

50.2 Has your company been issued an EPA Hazardous Waste Generator I.D. Number?

Yes No

If yes: EPA ID# _____

50.3 Has your company filed a biennial report as a hazardous waste generator?

Yes No

If so, attach a copy of the most recent report filed.

50.4 Are hazardous wastes stored in secondary containments?

Yes No

50.5 Do you utilize subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services?

Yes No

If yes, do any of these subcontractors store, mix or utilize chemicals on site?

Yes No

If yes, what types and quantities? _____

Attach the list of the hazardous waste, if any, generated or to be generated at the premises, its hazard class and the quantity generated on a monthly basis.

50.6 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

50.7 Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste. _____

50.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes No

If yes, please describe any existing or proposed treatment, processing or recycling methods. _____

50.9 Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises.

51. **Wastewater Treatment/Discharge.**

51.1 Will your proposed operation require the discharge of wastewater to (answer Yes or No to each of the following)?

_____ storm drain _____ sewer
_____ surface water _____ no industrial discharge

51.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes No

51.3 Is your wastewater treated before discharge?

Yes No Not Applicable

If yes, describe the type of treatment conducted.

Does your business conduct operations outside the building or store materials outside?
Yes No Not Applicable

51.4 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes No Not Applicable

51.5 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes No Not Applicable

51.6 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes No Not Applicable

51.7 Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises

52. Air Discharges.¹

52.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes No

52.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit (answer Yes or No to each of the following)?

Spray booth	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Dip tank	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Drying oven	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Incinerator	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other (please describe)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Boiler	Yes <input type="checkbox"/>	No <input type="checkbox"/>
I/C Engine	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Emergency Backup Generator	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Processes that apply coatings, inks, adhesives or use solvents	Yes <input type="checkbox"/>	No <input type="checkbox"/>

52.3 Do you emit or plan to emit any toxic air contaminants?

Yes No

¹ NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

52.4 Are air emissions from your operations monitored?

Yes

No

If so, indicate the frequency of monitoring and a description of the monitoring results.

52.5 Attach copies of any air emissions permits pertaining to your operations on the premises.

53. **Enforcement Actions, Complaints**

53.1 Has your company, within the past five years, ever been subject to any agency enforcement actions, administrative orders, or consent decrees?

Yes

No

If so, describe the actions and any continuing compliance obligations imposed as a result of these actions.

53.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes

No

53.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes

No

53.4 Has any environmental audit ever been conducted at your company's current facility?

Yes No

If so, discuss the results of the audit. _____

53.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes No

Please describe: _____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

CITY OF SACRAMENTO, a municipal corporation

By: _____

Title: _____

Date: _____

EXHIBIT D-1

AIR FORCE NOTIFICATION REQUEST

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

Notification Request Form

Leased Space:

Building: 251

Bay: N/A

Square Footage: 16,017

Use: Warehousing of materials

Lease Start Date: _____ Lease End Date: _____

Business Name: CITY OF SACRAMENTO, a municipal corporation

Contact Name: _____

Address: _____

Email: _____

Telephone: _____



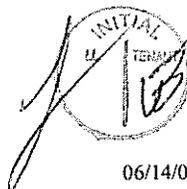
EXHIBIT D-2
SEWER USE QUESTIONNAIRE
(McClellan Park)
Sacramento Regional County Sanitation District

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

Instructions

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.	Name of Responding Company: CITY OF SACRAMENTO , a municipal corporation	
	Mailing Address:	
	Contact Person:	Telephone:
1b.	Proposed/Existing Tenant Company Name: CITY OF SACRAMENTO , a municipal corporation	
	Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park:	
	5001 Bailey Loop, Building 251, McClellan, CA 95652	
	Contact Person:	Telephone:



2. Description of business(es): **Warehousing of Materials**
(list types of products/services/processes)

3. Identify total square footage of facility (further detail square footage of differing use: e.g., production, warehouse, office space): **16,017**

4. *Optional* - North American Industry Classification System (NAICS) code number: _____
(formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.
(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: _____

6. Business hours: _____

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities? Yes No

8. Describe business activities (processes) which generate wastewater at this location:

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day: _____

10. List any substances, materials, or chemicals that may be present in your wastewater.

(You may attach additional sheets if necessary.)

11. Do you (or a contractor) discharge or plan to discharge surface cleaning* wastewater to the sewer system at your place of business? Yes No

*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor None

I certify that the information furnished herein is true and correct to the best of my knowledge. **(Must be signed by operator or manager of the facility.)**

Signature: _____ Date: _____

Name (type or print): _____

Title: _____

Make a copy for your records and send completed questionnaire to:

**McClellan Park
3140 Peacekeeper Way
McClellan, CA 95652
Attention: Legal Department**

EXHIBIT E
ENVIRONMENTAL CERTIFICATE
[ATTACHED]

4448 0
File: 92G
L.M.



MCCLELLAN AFB CALIFORNIA

ADMINISTRATIVE RECORD COVER SHEET

AR File Number 4448



Supplemental Finding of Suitability to Lease (SFOSL)
for
Group 3 Facilities
McClellan AFB, CA

1. PURPOSE

1.1 The purpose of this Supplemental Finding of Suitability to Lease (SFOSL) is to document specific environmental conditions and findings related to the delivery of possession of Group 3 facilities, McClellan Air Force Base (AFB), California, to the County of Sacramento, under the terms of an Economic Development Conveyance (EDC). Specifically, this SFOSL documents any changes to the environmental condition of the property since the development and execution of the Basewide Finding of Suitability to Lease (FOSL) dated August 1998. The subject property is described in Section 2 below. The property is to be leased in furtherance of a planned deed conveyance. The County of Sacramento plans to continue to operate the subject property as industrial and commercial; however, the County's reuse plan is undergoing revision.

1.2 This SFOSL is based on an analysis of information contained in the following documents: (1) the Final Programmatic Environmental Impact Statement for Disposal and the Environmental Impact Report (FPEIS/EIR) for Reuse and Rezoning of McClellan AFB, California dated July 1997; (2) the Basewide Environmental Baseline Survey (EBS) dated November 1996; (3) the Final Supplemental EBS (SEBS) for the property dated July 1997 (as amended December, 1997); (4) the Visual Site Inspections/Physical Site Inspections (VSIs/PSIs) conducted in conjunction with the SEBS and supplemental VSIs conducted in December 1997; (5) the Basewide FOSL dated August 1998; (6) the Supplemental Site Specific Environmental Baseline Survey (SSSEBS) for Group 3 Facilities dated May 2000, which includes the most recent VSI/PSI conducted in August and September 1999; and (7) the McClellan AFB BRAC Cleanup Plan dated April 1999.

2. PROPERTY DESCRIPTION

The property to be leased includes facility Clusters 3A, 3B, 3C, and 3D shown on Attachments 1 and 2. The property includes 95 facilities (as listed below), associated pavement, parking lots, and acreage:

Cluster 3A: Buildings/facilities 315, 316TK (tank), 317TK (tank), 318 (tank-removed), 319, 321 (tank), 322 (tank), 325TK (tank), 326TK (tank), 327TK (tank), 348, 376, 379, 390, 402, 405, 410, 411, 412, 414, 418, 419, 426, 427, 429, 431, 432, 433, 440, 441, 443, 444, 445, 446, 447, 448, 449, 450, 451, 458, 473-A, 473-B, 473-C, 473-D, 473-E, 473-F, 476, 478, 480, 486, 489, and T-410.

Cluster 3B: Buildings/facilities 209, 216, 230, 231, 232, 233, 251, 251-B, 251-Dock 1, 251-Dock 2, 251-Dock 3, 252, 253, 254, 257, 280, 298, and 299.

Environmental Condition of Property		
Property		
Cluster	Sub-cluster	Overall Property Category
3A	Northern	7
	Central	7
	Southern	7
3B	Western	7
	Central	7
	Eastern	7
3C	Northern	7
	Southern	7
3D	Not Subdivided	7

5. LEASE RESTRICTIONS AND NOTIFICATIONS

The environmental documents listed in Section 1 were utilized to identify environmental factors listed in Attachment 3, which require specific restrictions under the Lease, and to preclude threat to human health or the environment by providing required notifications to the Lessee.

The Air Force has determined that the remaining factors listed in Attachments 3 pose no threat to human health or the environment and, therefore, require neither restrictions in the Lease nor notifications to the Lessee.

5.1 Hazardous Substances Notification

A hazardous substance notification must be given if hazardous substances in quantities exceeding 1,000 kilograms or the hazardous substance's reportable quantity found at 40 Code of Federal Regulations (CFR) Part 302.4 (whichever is greater) were stored by the Air Force on the subject property for one (1) year or more, or were known to have been released, treated, or disposed of on the property.

Past activities on the property have included the storage of reportable quantities of hazardous substances as part of the activities listed above. A list of hazardous substances known to be stored on the property for a period of one (1) year or more is provided in Attachment 4, Notice of Hazardous Substances Stored. There were reported releases on the property and a Notice of Hazardous Substances Released is provided in Attachment 5. The property contains some level of contamination by hazardous substances (further addressed in Section 5.2, Installation Restoration Program (IRP) and Areas of Concern (AOCs)). Hazardous substance

Historical contaminant releases, or discharges exceeding reporting limits from facility activities, resulting in soil, soil gas, and groundwater contamination have been identified for Clusters 3A, 3B, 3C, and 3D.

Based on the information and evaluation as described in SSSEBS Section 3.6, a potential risk to public health from exposure to soil, soil gas, and groundwater exists at some locations within Cluster 3A, 3B, 3C, and 3D. The identified exposure routes would be one or several of the following: inhalation of contaminated vapors, dermal contact with contaminated soil, and ingestion of soil and/or groundwater. The potential for exposure could be realized by removal of the pavement over areas of contaminated soil or by use of groundwater for industrial or domestic purposes. Consequently, restrictions will be placed on excavation and drilling activity as well as drinking or using groundwater (including the installation of water supply wells) within the subject property footprint. These activities as well as any other intrusive activities may be conducted only with prior written approval of the Air Force, in consultation with the BRAC Cleanup Team or other regulatory agencies. Additional groundwater and VOC vadose zone remediation actions to protect human health and the environment will be addressed in the VOC record of decision (ROD) planned for completion in September 2000. The lessee will be advised through the lease process that some or all the response actions to be undertaken with respect to the Federal Facilities Agreement or the McClellan AFB IRP may impact the lessee's quiet use and enjoyment of the leased area. Potential future risks from adjacent properties are discussed in SSSEBS Section 4.1.1.3.

There are no landfills within 1,000 feet of facilities in Clusters 3A, 3B, 3C, and 3D, and structural monitoring requirements pursuant to California Code of Regulations (CCR), Title 27, Section 66265, are not required.

5.2.1 IRP sites located within or overlapping the Cluster 3A footprint:

The following IRP sites are located within or overlap the Cluster 3A footprint: Confirmed Site (CS) B-005, CS S-024, CS T-012, CS T-017, CS T-021, CS T-059, Industrial Wastewater Line (IWL) Mainline, Potential Release Location (PRL) 039, PRL L-002D, Study Area (SA) 054, SA 081A, SA 081B, SA 085, SA 100, SA 109, CS P-005, CS-P006, CS S-007, CS S-026, CS S-027, CS T-016, CS T-020, CS T-057, PRL L-003A, PRL L-003B, PRL L-004A, PRL S-002, PRL S-003, PRL S-025, PRL T-015, SA 052, SA 056, SA 079, SA 080, SA 081C, SA 081D, SA 081E, SA081F, SA 081G, SA 084, SA 086, SA 087, SA 094, SA 097, SA 107, PRL L-004B, PRL S-036, PRL S-037, SA 060, SA 075, SA 076, SA 077, SA 078, SA 096, and SA 106. Section 3.6.1 of the SSSEBS describes and evaluates these sites in detail.

Contamination has been reported at concentrations exceeding Tri-Regional Board Guidelines and residential PRGs, respectively, within the three sub-clusters of Cluster 3A as follows: (1) TPH soil contamination in the northern, central and southern subclusters; (2) lead soil contamination in the northern subcluster and (3) semi-volatile organic compounds (SVOC) and metals soil contamination in the central and southern subclusters. In addition, VOC concentrations greater than 1,000 ppbv in soil gas have been reported within the northern, central and southern sub-cluster of Cluster 3A. Current groundwater data indicates that groundwater

Current groundwater data indicate that groundwater contamination from the OU H groundwater plume is present beneath the property footprint at concentrations below MCLs.

Within the southern portion of the Cluster 3C footprint, there is a potential risk to public health from exposure to soil gas contamination due to the presence of soil gas contamination greater than 1,000 ppbv and Freon® greater than 5,000 ppbv at AOC H-10. Soil gas contamination is currently being evaluated as part of the OUs E-H RI. Soil contamination has been reported within the southern portion of the Cluster 3C footprint above Tri-Regional Board Guidelines. Current groundwater data indicate that groundwater contamination from the OU H groundwater plume is present beneath the property footprint at concentrations greater than MCLs.

5.2.4 IRP sites located within or overlapping the Cluster 3D footprint:

The following IRP sites are located within or overlap the Cluster 3D footprint: PRL L-005F, SSA 002, SA 076, CS 034, PRL T-006, SA 092, SA 089, SA 095, PRL T-007, SA 090, SA 088, SA 091, and CS 024. Section 3.6.4 of the SSSEBS describes and evaluates these sites in detail.

Due to the presence of soil gas contamination greater than 1,000 ppbv at the IRP sites within the Cluster 3D footprint there is a potential risk to public health from exposure to soil gas contamination. Soil contamination beneath the footprint is currently being evaluated as part of the Data Gap 1 and 2 RIs. Due to the presence of groundwater contamination greater than MCLs beneath the sites within Cluster 3D, there is potential risk to public health from exposure to groundwater contamination.

The Lessee will be advised through the Lease documents of the locations of past, present, and future remedial actions/investigations for Clusters 3A, 3B, 3C, and 3D. The Lessee will be advised that this property is being remediated to industrial standards. If the Lessee proposes to use the property for any type of residential use or for occupancy by children under the age of seven years, the Lessee must first notify and obtain the written approval of the Air Force, which approval shall be subject to regulatory consultation by U.S. Environmental Protection Agency Region IX, the California Department of Toxic Substance Control, and the California Regional Water Quality Control Board (Central Valley Region). Any request for property use as a residential or child occupied facility must be accompanied by either an adequate risk assessment supported by data or a description of cleanup conducted, including post cleanup sampling, to make property suitable for the intended reuse. The Lessee will be required under the Lease to comply with the provisions of any health and safety plans in effect under the IRP. The Lessee will be advised through the Lease that some or all of the response actions to be undertaken with respect to the Federal Facilities Agreement or the McClellan AFB IRP may impact the Lessee's quiet use and enjoyment of the leased area. The Lessee will be restricted from conducting any type of excavation, digging, drilling, or other ground disturbing activity without prior written Air Force approval and Air Force consultation with applicable Federal and State regulatory agencies. Provisions will be placed in the Lease to allow the Air Force and regulatory agencies unrestricted access to the leased property to conduct necessary investigation

Any UST not requested for reuse will be removed by the Air Force. Any AST not reused, will be cleaned and abandoned in place. All USTs and AST will be cleaned by the Air Force before being made available for reuse with the exception of the ASTs at Facilities 321, 325, 326, and 327. These ASTs were cleaned out in June 1999, but later refilled with JP-8 jet fuel (the Facility 326 tank was refilled with diesel fuel)). Further cleaning of these ASTs is not scheduled, and the ASTs will be turned over as is to the County. In the event that soil contamination is identified beneath a tank, the tank may be removed or moved to allow for site remediation. The Air Force is responsible for remediation of any contamination that may have resulted from UST and AST releases.

According to the Data Gap 4 Field Sampling Plan, four USTs, located outside the south wall of Building 252 and within the boundaries of IRP site CS T-30, have been abandoned in place (see SSSEBS Figure 1-4b).

5.5 Radiological

Radiological substances have been used, stored and released within the Group 3 facilities as described in Section 3.8 of the SSSEBS. SSSEBS Figures 3-5, 3-6a, 3-6b, 3-6c, 3-6d, and 3-6e at the end of Section 3.0 of the SSSEBS identify locations of use, storage, and release areas for radiological concerns.

These areas must be surveyed and cleared (if not already cleared) for reuse by the Radioisotope Committee (RIC), the California Environmental Protection Agency Department of Toxic Substances Control (DTSC), and the California Department of Health Services before possession can be conveyed to Sacramento County. Table 3-9 at the end of SSSEBS Section 3.0 lists the radiological permits currently held for facilities within Group 3. SSSEBS Table 3-10 provides a schedule for when Group 3 facilities of radiological concern will be surveyed and released for reuse. SSSEBS Section 3.8 identifies steps required to clear these areas for unrestricted use.

5.6 Asbestos-Containing Material (ACM)

ACM is present in the facilities within this property as indicated in SSSEBS Section 3.11. Assessments of Group 3 facilities are currently being conducted to determine potential ACM hazards. As part of these assessments, areas of torn, exposed, or damaged insulation, ceiling or floor tiles, baseboards, sheetrock, or transite siding are evaluated for potential ACM. Damaged areas of asbestos will be repaired or removed in accordance with criteria developed by the McClellan AFB asbestos team and coordinated with the BRAC Cleanup Team (BCT). Criteria developed are based on whether or not the damaged areas of asbestos present an occupational health hazard.

The Lease will require the Lessee to assume all responsibility for ACM in the facilities within this property including the requirement to monitor the condition of existing ACM and comply with all applicable laws and regulations relating to ACM. The Lease will also require the Lessee to remove or remediate any ACM which, during the period of the Lease, becomes

5.9 Air Conformity/Air Permits

The Air Force has maintained air emission permits from the Sacramento County Air Quality Management District for the property as indicated on SSSEBS Table 3-13. These permits are for sources such as fuel storage, engines, degreasers, boilers, solvent usage, paint booths, sand/bead blasting, adhesive/sealant application, etc. The Lease will require the Lessee to obtain the necessary air emission and operating permits prior to any new operations.

5.10 Flood Plains

Property and facilities within the northwest portion of Cluster 3A are located within a 100-year floodplain. Existing (not removed) Cluster 3A facilities located within a 100-year floodplain are listed as follows: Buildings 348, 376, 379, 390, 431, 432, 441, 444, 445, 450, and 451. Magpie Creek is located within the Cluster 3A property footprint.

No facilities or associated property within Cluster 3B or 3C lie within a 100-year floodplain.

5.11 Historic Property (Archeological/Native American, Palentological)

Cultural resources at McClellan AFB are those facilities that have been designated as having historical significance. Facilities of historical significance are part of the historic district and must be maintained in accordance with the State Historic Preservation Office (SHPO)-approved Maintenance Manual and Preservation Guidelines. A programmatic agreement (PA) approved by the Advisory Council on Historic Preservation and the SHPO was signed in April 1999. The PA defines historic preservation requirements for future users and incorporates the requirements of the SHPO-approved Maintenance Manual and Preservation Guidelines.

Buildings/facilities 231, 232, 233, 251, 251-Dock 1, 251-Dock 2, 251-Dock 3, and 252 in Cluster 3B have been designated as having historical significance and are part of the historic district. No facilities of historical significance have been identified in Cluster 3A or 3C.

5.12 Hazardous Waste Management (by Lessee)

The Lessee is anticipated to use hazardous materials on the property to be leased. The Lessee will be required through the Lease to comply with all applicable laws and regulations pertaining to the use, storage, treatment, disposal, and transportation of hazardous materials and will be required to maintain and make available to the Air Force all records, inspection logs, and manifests which document compliance. The Lessee will be required to have an approved plan for responding to hazardous waste, fuel, or other chemical spills prior to commencement of operations on the leased property. Furthermore, the Lessee will be required to construct and operate their own hazardous waste storage facilities and obtain all required permits.

The Lease will require the Lessee or Subleasee to submit an application for discharging to the regional sanitary sewer system before conducting any operations that require discharge to the sanitary sewer system or the industrial waste line. The Lessee will be required to meet all applicable wastewater discharge permit standards

5.15 Biological Resources

Biologically sensitive habitats are located within or immediately adjacent to the property footprint for all Group 3 clusters (see SSSEBS Figure 1-2). Mitigation measures as cited in the EIS/EIR apply to sensitive habitat areas identified within the Cluster 3A, 3C and 3D property footprint. Possession of sensitive habitat areas within each cluster will not be conveyed until formal consultation with the U.S. Fish and Wildlife Service (FWS) is completed and a Biological Opinion is rendered by the FWS.

The Lease will require the Lessee to ensure adequate protection by preventing degradation of sensitive biological resources as described on Figure 4.4.5-1 of the FPEIS/EIR. Adequate protection includes but is not limited to prevention of degradation of biological resources, including vernal pools and other wetlands. The Lessee will be required to minimize the destruction, loss, or degradation of wetlands within the property to be leased. The Lessee will be required to contact the United States Army Corps of Engineer (USACE), US Environmental Protection Agency (U.S. EPA), Fish and Wildlife Services (USFWS), and California Department of Fish and Game (CDFG) when planning projects that may affect wetlands and obtain Air Force approval prior to conducting any new construction in wetland areas. Furthermore, the Lease will require the Lessee to obtain all necessary permits or waivers under Section 404 of the Clean Water Act.

The burrowing owl (*Speotyto cunicularia*), a species of special concern in California has been identified in Group 3 property as indicated below and in SSSEBS Section 3.1.2. The Lease will require the Lessee to ensure adequate protection of these burrowing owls. The Lessee will be required to contact the CDFG when planning projects that may affect the burrowing owls.

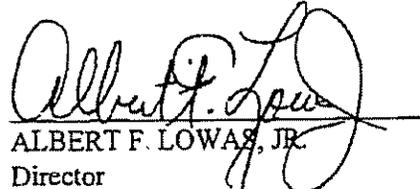
Specific biological resources findings for each cluster are described as follows:

Cluster 3A: Biologically sensitive habitat is located within the Cluster 3A property footprint. Areas north and northwest of Buildings 390, 440, 441, and 445 have been designated as annual grassland. Areas to the northwest of Buildings 410 and 402 and west of Buildings 448, 446, and 449 have also been designated as annual grassland. Annual grasslands are foraging and potential nesting areas for raptors, herons, egrets, and the burrowing owl. A lined portion of Magpie Creek runs through the northernmost portion of the Cluster 3A property footprint, just north of Buildings 348, 376, 379, and 445. An unlined drainage ditch is located adjacent to the northeast side of Building 441. However, according to information provided in the Natural/Cultural Resources Summary Report prepared for the McClellan AFB EIS/EIR (July 1997), no sensitive wildlife or plant species have been identified within this ditch.

8. FINDING OF SUITABILITY TO LEASE

Based on the foregoing information and analysis, I find this property is suitable for delivery of possession and that environmental conditions do not present an unacceptable risk to human health or the environment, subject to the Supplemental Lease containing appropriate restrictions on the activities of future recipients as addressed above.

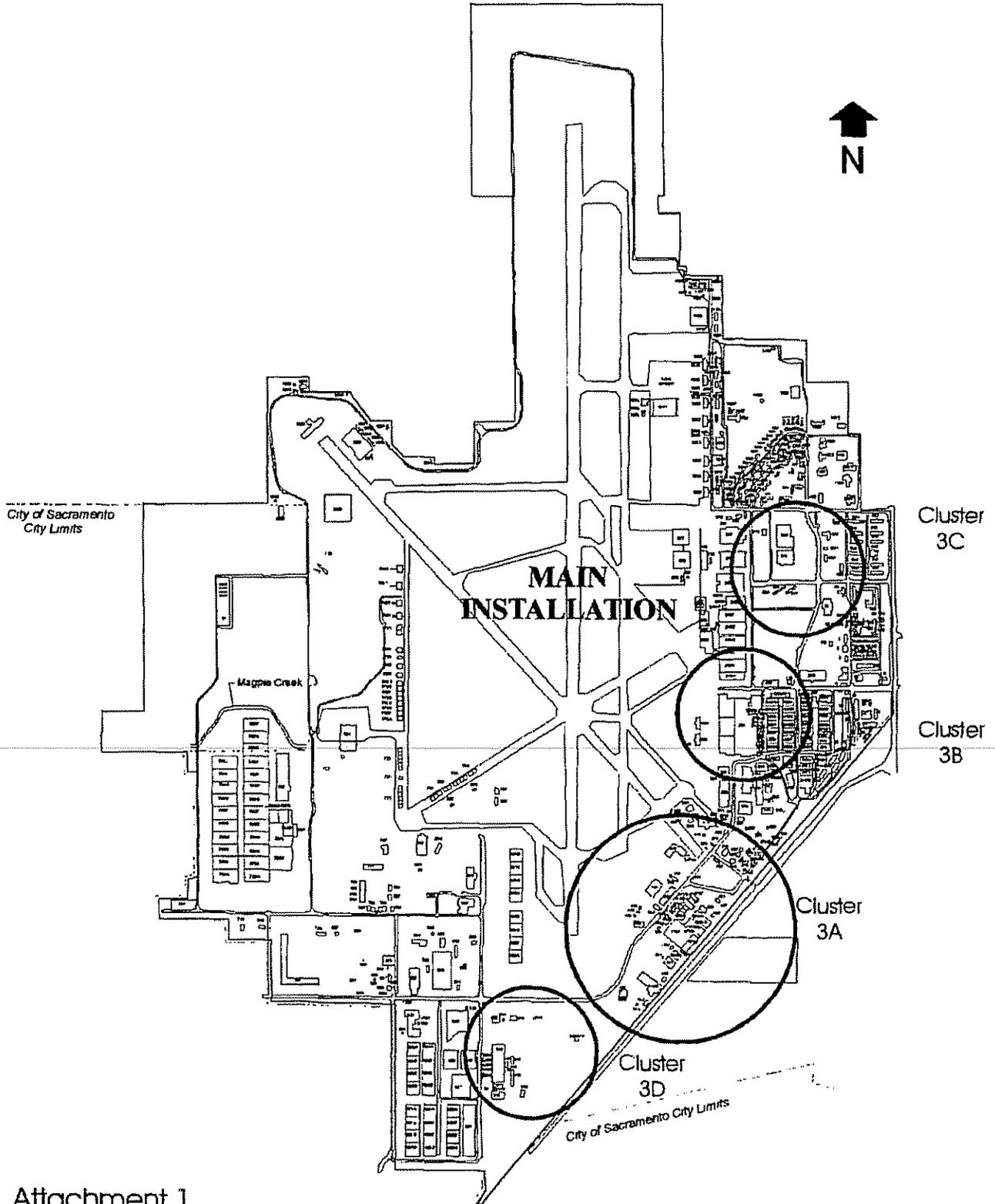
May 19, 2000
Date


ALBERT F. LOWAS, JR.
Director
Air Force Base Conversion Agency

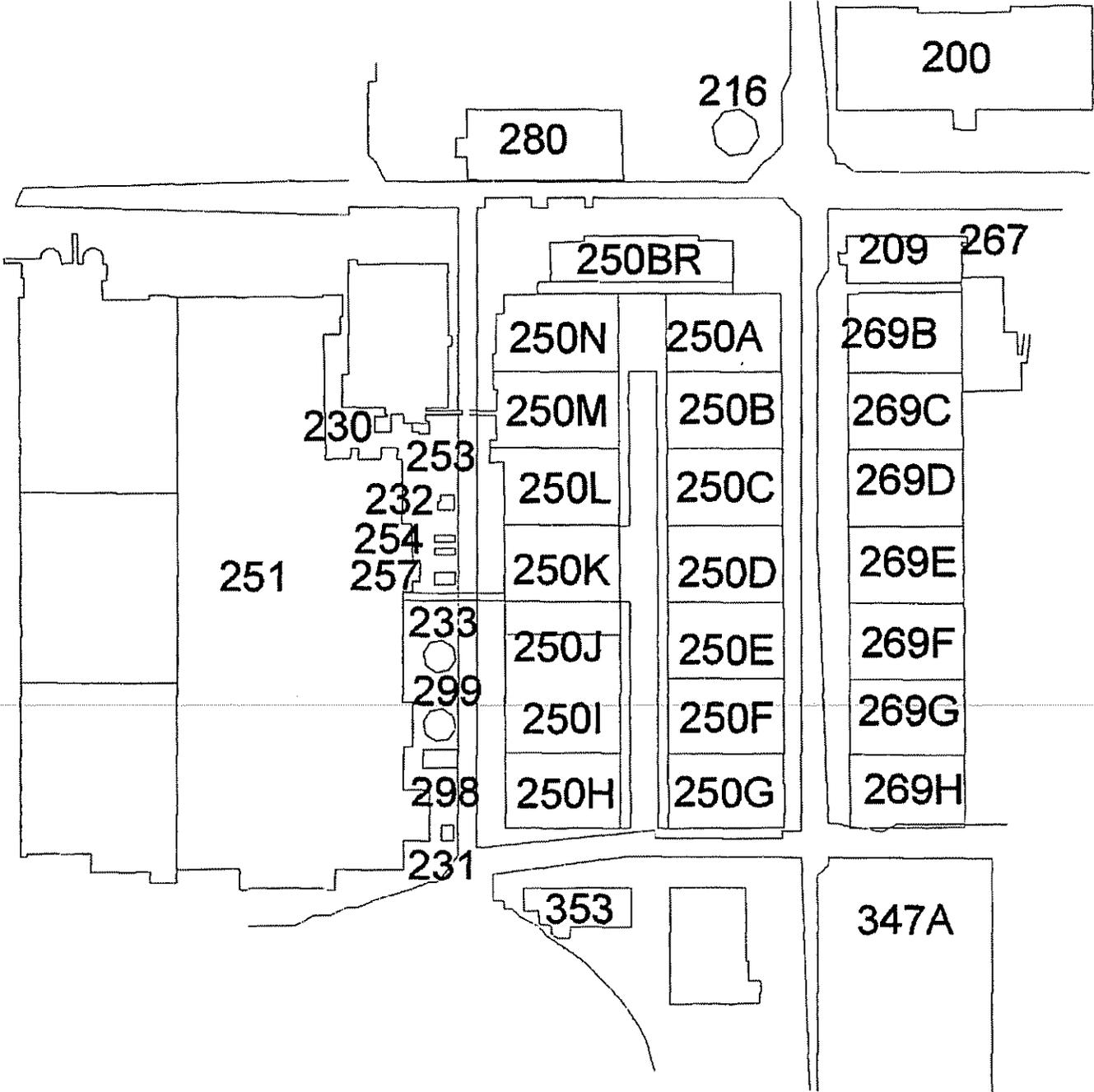
Attachments:

1. Group 1 Property Location Map (1 page)
2. Facility Cluster Location Maps (4 pages)
3. Environmental Factors Considered
4. Hazardous Substances Stored
5. Notice of Hazardous Substance Release
6. Regulator Letters
7. Response to Regulator Comments

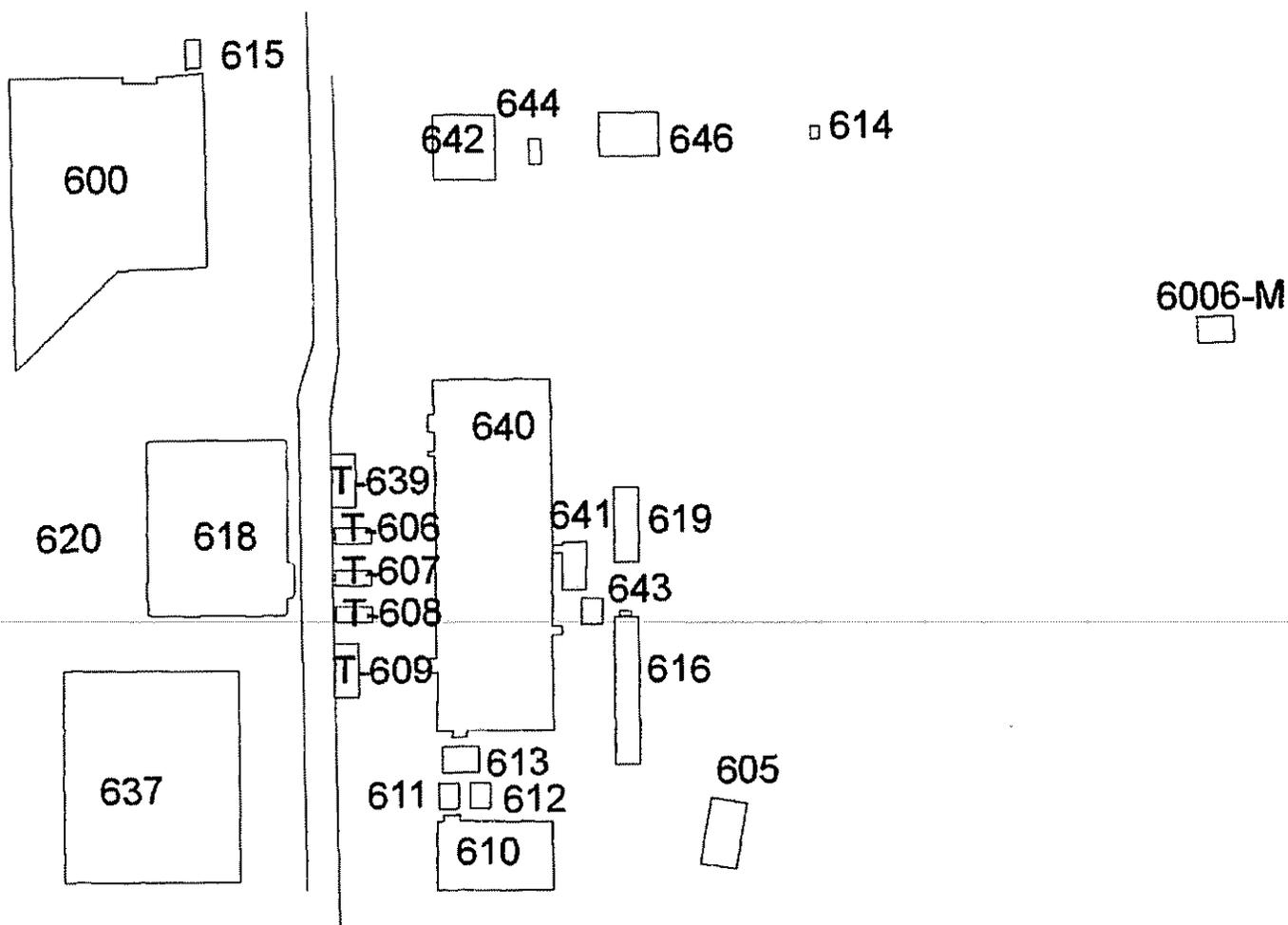
SFOSL GROUP 3



SFOSL GROUP 3



SFOSL GROUP 3



Cluster 3D

**Table 1 - Notice of Hazardous Substances Stored
McClellan AFB Group 3 Facilities**

Notice is hereby given that the following table and information provided from the Supplemental EBS contain a hazardous substances that have been stored for more than one year or more on McClellan Air Force Base, notice of and the dates that such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C., section 9620(h).

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3A	315	1-Propene, Polymer with Ethene	9010791	QT	1994
3A	315	1-Propene, Polymer with Ethene	9010791	QT	1995
3A	315	Acetic Acid	64197	PG	1994
3A	315	Acetic Acid	64197	BT	1995
3A	315	Acetic Acid	64197	KT	1994
3A	315	Butane	106978	PT	1995
3A	315	Butane	106978	PT	1994
3A	315	Butane, 2-Methyl-; (2-Methylbutane)	78784	GL	1994
3A	315	Butane, 2-Methyl-; (2-Methylbutane)	78784	GL	1995
3A	315	Butyl Benzyl Phthalate	85687	PT	1995
3A	315	Butyl Benzyl Phthalate	85687	PT	1994
3A	315	Cadmium and non/AFMC-20 Compounds	7440439	PG	1994
3A	315	Cis-2-Pentene	627203	GL	1995
3A	315	Cis-2-Pentene	627203	GL	1994
3A	315	Dichlorodifluoromethane	75718	CN	1995
3A	315	Diethylene Glycol	111466	BT	1995
3A	315	Diethylene Glycol	111466	BX	1994
3A	315	Ethylbenzene	100414	PT	1995
3A	315	Ethylbenzene	100414	PT	1994
3A	315	Ethylene Glycol	107211	BT	1995
3A	315	Ethylene Glycol	107211	CO	1994
3A	315	Ethylene Glycol	107211	BX	1994
3A	315	Ethylene Glycol	107211	PT	1995
3A	315	Ethylene Glycol	107211	PT	1994
3A	315	Formaldehyde	50000	CO	1994
3A	315	Glycol Ethers and non/AFMC-20 Compounds	12		1995
3A	315	Glycol Ethers and non/AFMC-20 Compounds		1	1994
3A	315	Hexane (N-Hexane)	110543	GL	1995
3A	315	Hexane (N-Hexane)	110543	GL	1994
3A	315	Iso-Butyl Acetate	110190	PT	1995
3A	315	Iso-Butyl Acetate	110190	PT	1994
3A	315	Isopropyl Alcohol	67630	PT	1994

Arch 4

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3A	411	Bis(2-Ethylhexyl) Adipate	103231	DR	1994
3A	411	Butane	106978	PT	1995
3A	411	Butane	106978	EA	1994
3A	411	Butane	106978	PT	1994
3A	411	Butyl Benzyl Phthalate	85687	PT	1995
3A	411	Butyl Benzyl Phthalate	85687	PT	1994
3A	411	Cadmium and non/AFMC-20 Compounds	7440439	PG	1995
3A	411	Cadmium and non/AFMC-20 Compounds	7440439	PG	1994
3A	411	Chromium and non/AFMC-20 Compounds	7440473	GL	1995
3A	411	Chromium and non/AFMC-20 Compounds	7440473	GL	1994
3A	411	Cobalt	7440484	GL	1995
3A	411	Cupric Sulfate	7758987	BT	1995
3A	411	Dibutyl Phthalate	84742	BX	1995
3A	411	Dibutyl Phthalate	84742	BX	1994
3A	411	Dichlorodifluoromethane	75718	PT	1994
3A	411	Diethanolamine	111422	PT	1995
3A	411	Diethanolamine	111422	PT	1994
3A	411	Diethanolamine	111422	DR	1994
3A	411	Diethanolamine	111422	DR	1995
3A	411	Diethylene Glycol	111466	GL	1994
3A	411	Diethylene Glycol	111466	GL	1995
3A	411	Diethylene Glycol	111466	DR	1995
3A	411	Diethylene Glycol	111466	DR	1994
3A	411	Diethylene Glycol	111466	BX	1994
3A	411	Ethane	74840	EA	1994
3A	411	Ethanol, 2-(2-Butoxy Ethoxy)Ethoxy)-, (Tnethylene Glycol Mo)	110805	GL	1994
3A	411	Ethanol, 2-(2-Butoxy Ethoxy)Ethoxy)-, (Tnethylene Glycol Mo)	110805	GL	1995
3A	411	Ethoxytrnglycol	112505	GL	1994
3A	411	Ethoxytrnglycol	112505	GL	1995
3A	411	Ethylbenzene	100414	PT	1995
3A	411	Ethylbenzene	100414	GL	1994
3A	411	Ethylbenzene	100414	GL	1995
3A	411	Ethylbenzene	100414	PT	1994
3A	411	Ethylene Glycol	107211	GL	1994
3A	411	Ethylene Glycol	107211	CN	1994
3A	411	Ethylene Glycol	107211	BX	1994
3A	411	Ethylene Glycol	107211	CN	1995
3A	411	Ethylene Glycol	107211	GL	1995
3A	411	Ethylene Glycol	107211	DR	1994
3A	411	Ethylene Glycol	107211	DR	1995
3A	411	Ethylene Glycol	107211	PT	1994
3A	411	Ethylene Glycol	107211	BT	1994
3A	411	Formaldehyde	50000	CN	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3A	411	Methylene Chloride	75092	PT	1995
3A	411	Methylene Chloride	75092	PT	1994
3A	411	MIBK (Methyl Isobutyl Ketone)	108101	GL	1994
3A	411	MIBK (Methyl Isobutyl Ketone)	108101	GL	1995
3A	411	MIBK (Methyl Isobutyl Ketone)	108101	PT	1994
3A	411	Nickel and non/AFMC-20 Compounds	7440020	BT	1995
3A	411	Phosphoric Acid	7664382	BT	1995
3A	411	Phosphorus (Yellow or White)	7723140	DR	1994
3A	411	Phosphorus (Yellow or White)	7723140	DR	1995
3A	411	Phthalic Anhydride	85449	BX	1995
3A	411	Phthalic Anhydride	85449	BX	1994
3A	411	Potassium Hydroxide	1310583	CN	1994
3A	411	Potassium Hydroxide	1310583	PG	1995
3A	411	Potassium Hydroxide	1310583	PG	1994
3A	411	Propylene (Propene)	115071	EA	1994
3A	411	Saccharin (Manufacturing)	81072	BT	1994
3A	411	Sec-Butyl Acetate	105464	PT	1994
3A	411	Sec-Butyl Acetate	105464	PT	1995
3A	411	Selenious Acid	7783008	BT	1995
3A	411	Silver	7440224	LB	1995
3A	411	Sodium Fluoride	7681494	BT	1995
3A	411	Sodium Phosphate, Tribasic	7758294	GL	1994
3A	411	Sodium Phosphate, Tribasic	10101890	BT	1995
3A	411	Sodium Phosphate, Tribasic	10101890	DR	1995
3A	411	Sodium Phosphate, Tribasic	7758294	PT	1994
3A	411	Sodium Phosphate, Tribasic	7758294	BT	1994
3A	411	Sodium Phosphate, Tribasic	7758294	DR	1994
3A	411	Tergitol Nonionic Xd, Tergitol Xd	9038953	GL	1994
3A	411	Tergitol Nonionic Xd, Tergitol Xd	9038953	GL	1995
3A	411	Toluene	108883	BX	1995
3A	411	Toluene	108883	KT	1995
3A	411	Toluene	108883	BX	1994
3A	411	Toluene	108883	GL	1995
3A	411	Toluene	108883	PT	1994
3A	411	Toluene	108883	PT	1995
3A	411	Toluene	108883	TU	1995
3A	411	Xylene and non/AFMC-20 Compounds	82		1994
3A	411	Xylene and non/AFMC-20 Compounds	1330207	GL	1995
3A	411	Xylene and non/AFMC-20 Compounds	1330207	KT	1995
3A	411	Xylene and non/AFMC-20 Compounds	444		1994
3A	411	Xylene and non/AFMC-20 Compounds	1330207	PT	1995
3A	411	Zinc and non/AFMC-20 Compounds	7440666	BT	1995
3A	411	Zinc and non/AFMC-20 Compounds	7446200	DR	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3A	429	Silver	7440224	SL	1994
3A	429	Silver	7440224	JR	1995
3A	429	Silver	7440224	KT	1994
3A	429	Toluene	108883	KT	1995
3A	429	Xylene and non/AFMC-20 Compounds	1330207	KT	1995
3A	429	Zinc and non/AFMC-20 Compounds	7440666	KT	1995
3A	429	Zinc and non/AFMC-20 Compounds	7446200	PG	1994
3A	429	Zinc and non/AFMC-20 Compounds	7440666	PG	1995
3A	440	1,1,1-Trichloroethane	71556	PT	1995
3A	440	Ammonium Sulfate (Solution)	7783202	EA	1995
3A	440	Diethanolamine	111422	PT	1994
3A	440	Dimethylformamide	68122	PT	1995
3A	440	Ethylene Glycol	107211	PT	1995
3A	440	Freon 113	76131	PT	1995
3A	440	Iso-Butyl Acetate	110190	PT	1995
3A	440	Isopropyl Alcohol	67630	PT	1995
3A	440	Lead and non/AFMC-20 Compounds	7439921	CN	1995
3A	440	Methanol	67561	PT	1994
3A	440	Tert-Butyl Alcohol	75650	PT	1995
3A	440	Zinc and non/AFMC-20 Compounds	7446200	BX	1994
3A	440	Zinc and non/AFMC-20 Compounds	7440666	BX	1995
3A	444	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1994
3A	444	Glycol Ethers and non/AFMC-20 Compounds	1		1994
3A	444	Isopropyl Alcohol	67630	CO	1994
3B	209	Chlorodifluoromethane	75456	BX	1994
3B	209	Dichlorodifluoromethane	75718	BX	1994
3B	209	Diethylene Glycol	111466	GL	1995
3B	209	Ethylene Glycol	107211	GL	1995
3B	209	Isopropyl Alcohol	67630	GL	1995
3B	251	1,1,1-Trichloroethane	71556	CN	1995
3B	251	1,1,1-Trichloroethane	71556	CN	1995
3B	251	1,1,1-Trichloroethane	71556	TU	1994
3B	251	1,1,1-Trichloroethane	71556	PT	1994
3B	251	1,1,1-Trichloroethane	71556	KT	1994
3B	251	1,1,1-Trichloroethane	71556	UH	1994
3B	251	1,1,1-Trichloroethane	71556	BT	1995
3B	251	1,1,1-Trichloroethane	71556	BT	1995
3B	251	1,1,1-Trichloroethane	71556	PT	1995
3B	251	1,1,1-Trichloroethane	71556	CN	1994
3B	251	1,1,1-Trichloroethane	71556	TU	1995
3B	251	1,1,1-Trichloroethane	71556	TU	1995
3B	251	1,1,1-Trichloroethane	71556	BT	1994
3B	251	1,1,1-Trichloroethane	71556	KT	1995
3B	251	1,2,4-Trichlorobenzene	120821	KT	1995
3B	251	1,2,4-Trichlorobenzene	120821	KT	1995
3B	251	1,6-Diisocyanatohexane (Hexamethylene Diisocyanate)	822060	KT	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Benzoic Acid	65850	TU	1995
3B	251	Benzoyl Peroxide	94360	KT	1994
3B	251	Benzoyl Peroxide	94360	KT	1995
3B	251	Benzoyl Peroxide	94360	KT	1995
3B	251	Beta-Naphthylamine	91598	CN	1995
3B	251	Beta-Naphthylamine	91598	LB	1994
3B	251	Beta-Naphthylamine	91598	LB	1995
3B	251	Beta-Naphthylamine	91598	LB	1995
3B	251	Beta-Naphthylamine	91598	QT	1995
3B	251	Beta-Naphthylamine	91598	CN	1994
3B	251	Bis(2-Ethylhexyl) Adipate	103231	DR	1995
3B	251	Bis(2-Ethylhexyl) Adipate	103231	DR	1995
3B	251	Bis(2-Ethylhexyl) Adipate	103231	QT	1994
3B	251	Bis(2-Ethylhexyl) Adipate	103231	QT	1994
3B	251	Bis(2-Ethylhexyl) Adipate	103231	DR	1994
3B	251	Bis(2-Ethylhexyl) Adipate	103231	QT	1995
3B	251	Bis(2-Ethylhexyl) Adipate	103231	QT	1995
3B	251	Bisphenol A	80057	QT	1994
3B	251	Bisphenol A	80057	KT	1994
3B	251	Bisphenol A	80057	KT	1994
3B	251	Bisphenol A	80057	QT	1995
3B	251	Bisphenol A	80057	KT	1995
3B	251	Bisphenol A	80057	KT	1995
3B	251	Bisphenol A	80057	KT	1995
3B	251	Bisphenol A	80057	KT	1995
3B	251	Bis-Tributyltin-N-Octyl Succinate	67701375	TU	1994
3B	251	Bis-Tributyltin-N-Octyl Succinate	67701375	TU	1995
3B	251	Butane	106978	EA	1994
3B	251	Butane	106978	CN	1995
3B	251	Butane	106978	CN	1995
3B	251	Butane	106978	PT	1994
3B	251	Butane	106978	PT	1994
3B	251	Butane	106978	PT	1995
3B	251	Butane	106978	EA	1995
3B	251	Butane	106978	CN	1994
3B	251	Butane	106978	CN	1994
3B	251	Butyl Benzyl Phthalate	85687	KT	1994
3B	251	Butyl Benzyl Phthalate	85687	GL	1995
3B	251	Butyl Benzyl Phthalate	85687	KT	1995
3B	251	Butyl Benzyl Phthalate	85687	KT	1995
3B	251	Calcium Chromate Dihydrate	8012757	CA	1995
3B	251	Camphor, Synthetic	76222	TU	1995
3B	251	Captan	133062	PT	1995
3B	251	Carbon Tetrachloride	56235	KT	1994
3B	251	Carbon Tetrachloride	56235	KT	1995
3B	251	Carbon Tetrachloride	56235	KT	1995
3B	251	Chlorine	7782505	GL	1995
3B	251	Chlorobenzene	108907	KT	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Cyclohexanone	108941	PT	1995
3B	251	Cyclohexanone	108941	QT	1995
3B	251	Cyclohexanone	108941	GL	1995
3B	251	Cyclohexanone	108941	KT	1995
3B	251	Cyclohexanone	108941	KT	1995
3B	251	Cyclohexanone	108941	CN	1994
3B	251	Di(2-Ethylhexyl) Phthalate	117817	GL	1995
3B	251	Dibutyl Phthalate	84742	PT	1994
3B	251	Dibutyl Phthalate	84742	BX	1995
3B	251	Dibutyl Phthalate	84742	BX	1994
3B	251	Dibutyl Phthalate	84742	GL	1995
3B	251	Dichlorobenzene	25321226	PT	1994
3B	251	Dichlorobenzene	25321226	PT	1995
3B	251	Dichlorodifluoromethane	75718	CN	1995
3B	251	Dichlorodifluoromethane	75718	CN	1995
3B	251	Dichlorodifluoromethane	75718	PT	1994
3B	251	Dichlorodifluoromethane	75718	PT	1995
3B	251	Dichlorodifluoromethane	75718	CN	1994
3B	251	Dichloromonofluoromethane	75434	PT	1995
3B	251	Diethanolamine	111422	DR	1994
3B	251	Diethanolamine	111422	DR	1995
3B	251	Diethanolamine	111422	DR	1995
3B	251	Diethylaniline	91667	BT	1995
3B	251	Diethylaniline	91667	BT	1994
3B	251	Diethylene Glycol	111466	BX	1995
3B	251	Diethylene Glycol	111466	BX	1995
3B	251	Diethylene Glycol	111466	BT	1995
3B	251	Diethylene Glycol	111466	BT	1995
3B	251	Diethylene Glycol	111466	BT	1995
3B	251	Diethylene Glycol	111466	BT	1995
3B	251	Diethylene Glycol	111466	BT	1994
3B	251	Diethylene Glycol	111466	BT	1994
3B	251	Diethylene Glycol	111466	BX	1994
3B	251	Diethylene Glycol	111466	BX	1994
3B	251	Diethylene Glycol	111466	DR	1995
3B	251	Diethylene Glycol, Maleic Anhydride, Phthalic Anhydride Poly	26123455	KT	1994
3B	251	Diethylene Glycol, Maleic Anhydride, Phthalic Anhydride Poly	26123455	KT	1995
3B	251	Diethylene Glycol, Maleic Anhydride, Phthalic Anhydride Poly	26123455	KT	1995
3B	251	Diglycidyl Ether	2238075	KT	1995
3B	251	Diglycidyl Ether	2238075	KT	1995
3B	251	Dimethyl Ether	115106	CN	1995
3B	251	Dimethyl Ether	115106	CN	1995
3B	251	Dimethylformamide	68122	CA	1995
3B	251	Dimethylformamide	68122	KT	1994
3B	251	Dimethylformamide	68122	PT	1995
3B	251	Dimethylformamide	68122	KT	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Ethylene Glycol	107211	DR	1995
3B	251	Ethylene Glycol	107211	DR	1995
3B	251	Ethylene Glycol	107211	KT	1995
3B	251	Ethylene Glycol	107211	KT	1995
3B	251	Ethylene Glycol	107211	CN	1994
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1995
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1995
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1995
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1995
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1994
3B	251	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1994
3B	251	Fensulfothion	115902	KT	1995
3B	251	Formaldehyde	50000	CA	1995
3B	251	Formaldehyde	50000	CA	1995
3B	251	Formaldehyde	50000	CN	1995
3B	251	Formaldehyde	50000	CN	1995
3B	251	Formaldehyde	50000	KT	1994
3B	251	Formaldehyde	50000	PT	1994
3B	251	Formaldehyde	50000	PT	1995
3B	251	Formaldehyde	50000	PT	1995
3B	251	Formaldehyde	50000	TU	1995
3B	251	Formaldehyde	50000	QT	1995
3B	251	Formaldehyde	50000	GL	1995
3B	251	Formaldehyde	50000	KT	1995
3B	251	Formaldehyde	50000	CN	1994
3B	251	Freon 113	76131	KT	1994
3B	251	Freon 113	76131	TU	1994
3B	251	Freon 113	76131	BX	1995
3B	251	Freon 113	76131	UH	1994
3B	251	Freon 113	76131	BX	1994
3B	251	Freon 113	76131	PT	1995
3B	251	Freon 113	76131	TU	1995
3B	251	Freon 113	76131	TU	1995
3B	251	Freon 113	76131	CN	1994
3B	251	Furan, Tetrahydro-	109999	CN	1995
3B	251	Furan, Tetrahydro-	109999	PT	1994
3B	251	Furan, Tetrahydro-	109999	N	1994
3B	251	Furan, Tetrahydro-	109999	PT	1995
3B	251	Furan, Tetrahydro-	109999	PT	1995
3B	251	Furan, Tetrahydro-	109999	QT	1995
3B	251	Furan, Tetrahydro-	109999	CN	1994
3B	251	Glycol Ethers and non/AFMC-20 Compounds	5		1995
3B	251	Glycol Ethers and non/AFMC-20 Compounds	7		1995
3B	251	Glycol Ethers and non/AFMC-20 Compounds	1		1995
3B	251	Glycol Ethers and non/AFMC-20 Compounds	1		1995
3B	251	Glycol Ethers and non/AFMC-20 Compounds	26	1994	
3B	251	Glycol Ethers and non/AFMC-20 Compounds	1		1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Iso-Butyl Acetate	110190	PT	1994
3B	251	Iso-Butyl Acetate	110190	PT	1995
3B	251	Iso-Butyl Acetate	110190	GL	1995
3B	251	Iso-Butyl Acetate	110190	DR	1995
3B	251	Iso-Butyl Acetate	110190	KT	1995
3B	251	Iso-Butyl Acetate	110190	KT	1995
3B	251	Isopropyl Alcohol	67630	GL	1994
3B	251	Isopropyl Alcohol	67630	GL	1994
3B	251	Isopropyl Alcohol	67630	GL	1994
3B	251	Isopropyl Alcohol	67630	CN	1995
3B	251	Isopropyl Alcohol	67630	CN	1995
3B	251	Isopropyl Alcohol	67630	DR	1994
3B	251	Isopropyl Alcohol	67630	CO	1995
3B	251	Isopropyl Alcohol	67630	CO	1995
3B	251	Isopropyl Alcohol	67630	CO	1995
3B	251	Isopropyl Alcohol	67630	CO	1995
3B	251	Isopropyl Alcohol	67630	QT	1994
3B	251	Isopropyl Alcohol	67630	QT	1994
3B	251	Isopropyl Alcohol	67630	KT	1994
3B	251	Isopropyl Alcohol	67630	PT	1994
3B	251	Isopropyl Alcohol	67630	TU	1994
3B	251	Isopropyl Alcohol	67630	JR	1994
3B	251	Isopropyl Alcohol	67630	BT	1995
3B	251	Isopropyl Alcohol	67630	BT	1995
3B	251	Isopropyl Alcohol	67630	BT	1995
3B	251	Isopropyl Alcohol	67630	BT	1995
3B	251	Isopropyl Alcohol	67630	BX	1995
3B	251	Isopropyl Alcohol	67630	BX	1995
3B	251	Isopropyl Alcohol	67630	UH	1994
3B	251	Isopropyl Alcohol	67630	BX	1994
3B	251	Isopropyl Alcohol	67630	BX	1994
3B	251	Isopropyl Alcohol	67630	PT	1995
3B	251	Isopropyl Alcohol	67630	PT	1995
3B	251	Isopropyl Alcohol	67630	BT	1994
3B	251	Isopropyl Alcohol	67630	BT	1994
3B	251	Isopropyl Alcohol	67630	TU	1995
3B	251	Isopropyl Alcohol	67630	TU	1995
3B	251	Isopropyl Alcohol	67630	BT	1994
3B	251	Isopropyl Alcohol	67630	BT	1994
3B	251	Isopropyl Alcohol	67630	QT	1995
3B	251	Isopropyl Alcohol	67630	QT	1995
3B	251	Isopropyl Alcohol	67630	CN	1994
3B	251	Isopropyl Alcohol	67630	GL	1995
3B	251	Isopropyl Alcohol	67630	GL	1995
3B	251	Isopropyl Alcohol	67630	DR	1995
3B	251	Isopropyl Alcohol	67630	CO	1994
3B	251	Isopropyl Alcohol	67630	CO	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	MEK (Methyl Ethyl Ketone)	78933	TU	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	PT	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	PT	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	BT	1994
3B	251	MEK (Methyl Ethyl Ketone)	78933	QT	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	QT	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	CN	1994
3B	251	MEK (Methyl Ethyl Ketone)	78933	GL	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	KT	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	GL	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	DR	1995
3B	251	MEK (Methyl Ethyl Ketone)	78933	DR	1995
3B	251	Menthol	89781	TU	1995
3B	251	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3B	251	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3B	251	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3B	251	Mercury and non/AFMC-20 Compounds	7487947	GL	1995
3B	251	Mercury and non/AFMC-20 Compounds	7487947	EA	1995
3B	251	Methane	74828	CY	1995
3B	251	Methanol	67561	CA	1995
3B	251	Methanol	67561	CA	1995
3B	251	Methanol	67561	CN	1995
3B	251	Methanol	67561	CN	1995
3B	251	Methanol	67561	BT	1995
3B	251	Methanol	67561	GL	1994
3B	251	Methanol	67561	GL	1994
3B	251	Methanol	67561	TU	1994
3B	251	Methanol	67561	BX	1994
3B	251	Methanol	67561	KT	1995
3B	251	Methanol	67561	CA	1994
3B	251	Methanol	67561	TU	1995
3B	251	Methanol	67561	TU	1995
3B	251	Methanol	67561	BT	1994
3B	251	Methanol	67561	CN	1994
3B	251	Methanol	67561	GL	1995
3B	251	Methanol	67561	GL	1995
3B	251	Methanol	67561	GL	1995
3B	251	Methanol	67561	CN	1994
3B	251	Methanol	67561	CN	1994
3B	251	Methyl Methacrylate	80626	KT	1994
3B	251	Methyl Methacrylate	80626	KT	1995
3B	251	Methyl Methacrylate	80626	KT	1995
3B	251	Methyl Methacrylate	80626	TU	1995
3B	251	Methyl Methacrylate	80626	GL	1995
3B	251	Methylene Bis(4-Cyclohexylisocyanate)	5124301	KT	1994
3B	251	Methylene Bis(4-Cyclohexylisocyanate)	5124301	KT	1995
3B	251	Methylene Chloride	75092	QT	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Phthalic Anhydride	85449	BX	1994
3B	251	Polymeric Diphenylmethane Diisocyanate	9016879	KT	1995
3B	251	Potassium Fluoborate	13755298	JR	1995
3B	251	Potassium Hydroxide	1310583	CN	1995
3B	251	Potassium Hydroxide	1310583	DR	1994
3B	251	Potassium Hydroxide	1310583	PG	1995
3B	251	Potassium Hydroxide	1310583	PG	1995
3B	251	Potassium Hydroxide	1310583	PG	1995
3B	251	Potassium Hydroxide	1310583	CN	1994
3B	251	Potassium Hydroxide	1310583	EA	1995
3B	251	Potassium Hydroxide	1310583	DR	1995
3B	251	Potassium Hydroxide	1310583	DR	1995
3B	251	P-Phenylenediamine	106503	EA	1995
3B	251	Propyl Cellosolve	2807209	KT	1995
3B	251	Propylene (Propene)	115071	EA	1994
3B	251	Propylene (Propene)	115071	EA	1995
3B	251	Reactive Polyamide	37189836	KT	1994
3B	251	Reactive Polyamide	37189836	KT	1995
3B	251	Reactive Polyamide	37189836	KT	1995
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	QT	1994
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	QT	1994
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	TU	1995
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	TU	1995
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	UH	1994
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	QT	1995
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	QT	1995
3B	251	Resin Acids & Rosin Acids, Esters W/Glycerol	8050315	TU	1994
3B	251	Resorcinol	108463	KT	1994
3B	251	Resorcinol	108463	KT	1995
3B	251	Saccharin (Manufacturing)	81072	BT	1995
3B	251	Saccharin (Manufacturing)	81072	BT	1995
3B	251	Saccharin (Manufacturing)	81072	BX	1995
3B	251	Saccharin (Manufacturing)	81072	BX	1995
3B	251	Saccharin (Manufacturing)	81072	BX	1994
3B	251	Saccharin (Manufacturing)	81072	BX	1994
3B	251	Saccharin (Manufacturing)	81072	BT	1994
3B	251	Sec-Butyl Acetate	105464	PT	1994
3B	251	Sec-Butyl Alcohol	78922	KT	1995
3B	251	Sec-Butyl Alcohol	78922	TU	1995
3B	251	Selenious Acid	7783008	BT	1995
3B	251	Silicon Tetrahydride	7803625	KT	1994
3B	251	Silicon Tetrahydride	7803625	KT	1995
3B	251	Silver	7440224	KT	1994
3B	251	Silver	7440224	KT	1995
3B	251	Sodium Fluoride	7681494	BT	1995
3B	251	Sodium Fluoride	7681494	DR	1995
3B	251	Sodium Hypochlorite	7681529	GL	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251	Toluene	108883	KT	1994
3B	251	Toluene	108883	N	1994
3B	251	Toluene	108883	PT	1994
3B	251	Toluene	108883	PT	1994
3B	251	Toluene	108883	BT	1995
3B	251	Toluene	108883	BT	1995
3B	251	Toluene	108883	JR	1994
3B	251	Toluene	108883	GL	1994
3B	251	Toluene	108883	GL	1994
3B	251	Toluene	108883	TU	1994
3B	251	Toluene	108883	BX	1994
3B	251	Toluene	108883	CA	1994
3B	251	Toluene	108883	CA	1994
3B	251	Toluene	108883	KT	1995
3B	251	Toluene	108883	KT	1995
3B	251	Toluene	108883	KT	1995
3B	251	Toluene	108883	QT	1995
3B	251	Toluene	108883	QT	1995
3B	251	Toluene	108883	TU	1995
3B	251	Toluene	108883	PT	1995
3B	251	Toluene	108883	PT	1995
3B	251	Toluene	108883	BT	1994
3B	251	Toluene	108883	CN	1994
3B	251	Toluene	108883	CN	1994
3B	251	Toluene	108883	DR	1995
3B	251	Toluene	108883	JR	1995
3B	251	Toluene	108883	GL	1995
3B	251	Toluene	108883	GL	1995
3B	251	Trichlorofluoromethane (CFC-11)	75694	CN	1995
3B	251	Trichlorofluoromethane (CFC-11)	75694	CN	1995
3B	251	Trichlorofluoromethane (CFC-11)	75694	PT	1995
3B	251	Trichlorofluoromethane (CFC-11)	75694	CN	1994
3B	251	Vinyl Acetate	108054	GL	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	CN	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	CN	1995
3B	251	Xylene and non/AFMC-20 Compounds	844		1994
3B	251	Xylene and non/AFMC-20 Compounds	162		1994
3B	251	Xylene and non/AFMC-20 Compounds	48		1994
3B	251	Xylene and non/AFMC-20 Compounds	266		1994
3B	251	Xylene and non/AFMC-20 Compounds	24		1994
3B	251	Xylene and non/AFMC-20 Compounds	1330207	KT	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	KT	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	QT	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	QT	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	TU	1995
3B	251	Xylene and non/AFMC-20 Compounds	1330207	PT	1995
3B	251	Xylene and non/AFMC-20 Compounds	2		1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3B	251-Dock 3	Hexane (N-Hexane)	110543	GL	1995
3B	251-Dock 3	Hydrogen	1333740	CY	1995
3B	251-Dock 3	Iso-Butyl Acetate	110190	GL	1995
3B	251-Dock 3	Isopropyl Alcohol	67630	GL	1995
3B	251-Dock 3	Isopropyl Alcohol	67630	BT	1995
3B	251-Dock 3	Isopropyl Alcohol	67630	CO	1995
3B	251-Dock 3	Isopropyl Alcohol	67630	CO	1994
3B	251-Dock 3	Isopropyl Alcohol	67630	BT	1994
3B	251-Dock 3	MEK (Methyl Ethyl Ketone)	78933	GL	1995
3B	251-Dock 3	Methane	74828	CY	1994
3B	251-Dock 3	Methane	74828	CY	1995
3B	251-Dock 3	MIBK (Methyl Isobutyl Ketone)	108101	GL	1995
3B	251-Dock 3	Styrene	100425	CA	1995
3B	251-Dock 3	Toluene	108883	GL	1995
3C	98	Acetic Acid	64197	BT	1994
3C	98	Acetic Acid	64197	KT	1995
3C	98	Acetic Acid	64197	BT	1995
3C	98	Aluminum (Fume or Dust)	7429905	KT	1994
3C	98	Aluminum Oxide (Fibrous Forms)	1344281	KT	1994
3C	98	Aluminum Sulfate	10043013	KT	1994
3C	98	Bisphenol A	80057	KT	1994
3C	98	Butane	106978	DZ	1994
3C	98	Butane	106978	DZ	1995
3C	98	Cadmium and non/AFMC-20 Compounds	7440439	PG	1994
3C	98	Cadmium and non/AFMC-20 Compounds	7440439	PG	1995
3C	98	Chlorine	7782505	BX	1994
3C	98	Chlorine	7782505	BX	1995
3C	98	Chromium and non/AFMC-20 Compounds	7440473	DR	1995
3C	98	Dibutyl Phthalate	84742	BX	1995
3C	98	Dichlorodifluoromethane	75718	CN	1995
3C	98	Diethanolamine	111422	PT	1995
3C	98	Diethylene Glycol	111466	BT	1994
3C	98	Diethylene Glycol	111466	BT	1995
3C	98	Diglycidyl Ether	2238075	KT	1994
3C	98	Ethylbenzene	100414	QT	1995
3C	98	Ethylene Glycol	107211	DZ	1994
3C	98	Ethylene Glycol	107211	BT	1994
3C	98	Ethylene Glycol	107211	DZ	1995
3C	98	Ethylene Glycol	107211	BT	1995
3C	98	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1994
3C	98	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	CO	1995
3C	98	Freon 113	76131	BX	1995
3C	98	Glycol Ethers and non/AFMC-20 Compounds	3		1994
3C	98	Glycol Ethers and non/AFMC-20 Compounds	15		1994
3C	98	Glycol Ethers and non/AFMC-20 Compounds	3		1995
3C	98	Glycol Ethers and non/AFMC-20 Compounds	3		1995
3C	98	Hexane (N-Hexane)	110543	BX	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3D	610	1,1,1-Trichloroethane	71556	KT	1995
3D	610	1,1,1-Trichloroethane	71556	TU	1995
3D	610	1,1,1-Trichloroethane	71556	TU	1994
3D	610	1,1,1-Trichloroethane	71556	CN	1995
3D	610	1,1,1-Trichloroethane	71556	KT	1994
3D	610	1,2-Dichloroethane	107062	PT	1994
3D	610	1,4-Dioxane	123911	PT	1994
3D	610	1,4-Dioxane	123911	KT	1994
3D	610	1,6-Diisocyanatohexane (Hexamethylene Diisocyanate)	822060	QT	1995
3D	610	Acetic Acid	64197	BX	1994
3D	610	Acetic Acid	64197	BX	1995
3D	610	Acetic Acid	64197	BT	1995
3D	610	Acrylic Acid	79107	BT	1994
3D	610	Agerite Stalite (Alkylated Diphenylamine)	37338628	QT	1995
3D	610	Agerite Stalite (Alkylated Diphenylamine)	37338628	TU	1994
3D	610	Agerite Stalite (Alkylated Diphenylamine)	37338628	TU	1995
3D	610	Agerite Stalite (Alkylated Diphenylamine)	37338628	QT	1994
3D	610	Alpha-Naphthylamine	134327	LB	1994
3D	610	Aluminum (Fume or Dust)	7429905	KT	1995
3D	610	Aluminum (Fume or Dust)	7429905	CN	1995
3D	610	Aluminum (Fume or Dust)	7429905	KT	1994
3D	610	Aluminum Oxide (Fibrous Forms)	1344281	KT	1994
3D	610	Aluminum Sulfate	10043013	KT	1994
3D	610	Amitrole	61825	LB	1994
3D	610	Ammonia	7664417	BX	1994
3D	610	Ammonia	7664417	BX	1995
3D	610	Ammonium Hydroxide	1336216	EA	1995
3D	610	Ammonium Hydroxide	1336216	DR	1995
3D	610	Ammonium Hydroxide	1336216	EA	1994
3D	610	Aniline	62533	QT	1995
3D	610	Aniline	62533	KT	1995
3D	610	Aniline	62533	LB	1994
3D	610	Aniline	62533	KT	1994
3D	610	Antimony	7440360	SL	1994
3D	610	Antimony	7440360	CN	1995
3D	610	Antimony	7440360	SL	1995
3D	610	Antimony Trioxide	1309644	PT	1994
3D	610	Antimony Trioxide	1309644	CN	1995
3D	610	Benzene	71432	QT	1995
3D	610	Benzene	71432	PT	1995
3D	610	Benzene	71432	GL	1995
3D	610	Benzene	71432	KT	1995
3D	610	Benzene	71432	QT	1994
3D	610	Benzene	71432	PT	1994
3D	610	Benzene	71432	GL	1994
3D	610	Benzene	71432	CN	1995
3D	610	Benzene	71432	KT	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3D	610	Copper	7440508	JR	1994
3D	610	Cyclohexane	110827	GL	1995
3D	610	Cyclohexane	110827	GL	1994
3D	610	Cyclohexanone	108941	CN	1995
3D	610	Cyclohexanone	108941	CN	1994
3D	610	Cyclohexanone	108941	BT	1995
3D	610	Cyclohexanone	108941	KT	1994
3D	610	Di(2-Ethylhexyl) Phthalate	117817	TU	1995
3D	610	Dibutyl Phthalate	84742	BX	1994
3D	610	Dibutyl Phthalate	84742	GL	1995
3D	610	Dibutyl Phthalate	84742	BX	1995
3D	610	Dibutyl Phthalate	84742	BT	1995
3D	610	Dichlorodifluoromethane	75718	CN	1995
3D	610	Dichlorodifluoromethane	75718	CN	1994
3D	610	Diethylene Glycol	111466	GL	1995
3D	610	Diethylene Glycol	111466	BX	1994
3D	610	Diethylene Glycol	111466	BX	1995
3D	610	Diethylene Glycol	111466	GL	1994
3D	610	Diethylene Glycol	111466	BT	1995
3D	610	Diethylene Glycol Monobutyl Ether	112345	GL	1995
3D	610	Diethylene Glycol, Maleic Anhydride, Phthalic Anhydride Poly.	26123455	KT	1995
3D	610	Diethylene Glycol, Maleic Anhydride, Phthalic Anhydride Poly	26123455	KT	1994
3D	610	Diglycidyl Ether	2238075	KT	1994
3D	610	Dimethylformamide	68122	CA	1994
3D	610	Dimethylformamide	68122	CA	1995
3D	610	Diphenylamine	122394	CN	1995
3D	610	Epichlorohydrin	106898	KT	1995
3D	610	Epichlorohydrin	106898	BX	1994
3D	610	Epichlorohydrin	106898	BX	1995
3D	610	Epichlorohydrin	106898	KT	1994
3D	610	Ethane	74840	EA	1995
3D	610	Ethane	74840	EA	1994
3D	610	Ethylbenzene	100414	QT	1995
3D	610	Ethylene Glycol	107211	DR	1995
3D	610	Ethylene Glycol	107211	CN	1995
3D	610	Ethylene Glycol	107211	KT	1995
3D	610	Ethylene Glycol	107211	BX	1994
3D	610	Ethylene Glycol	107211	GL	1995
3D	610	Ethylene Glycol	107211	CN	1994
3D	610	Ethylene Glycol	107211	KT	1994
3D	610	Ethylene Glycol	107211	BX	1995
3D	610	Ethylene Glycol	107211	GL	1994
3D	610	Ethylene Glycol	107211	BT	1994
3D	610	Ethylene Glycol	107211	BT	1995
3D	610	Ethylene Oxide	75218	GL	1995
3D	610	Ethylene Oxide	75218	GL	1994
3D	610	Ethylenediamine	107153	JR	1994

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3D	610	Isopropyl Alcohol	67630	GL	1994
3D	610	Isopropyl Alcohol	67630	QT	1995
3D	610	Isopropyl Alcohol	67630	BT	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	EA	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	EA	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	CN	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	CA	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	PG	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	LB	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	GL	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	SL	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	TU	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	PT	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	TU	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	QT	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	GL	1994
3D	610	Lead and non/AFMC-20 Compounds	7439921	CA	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	QT	1995
3D	610	Lead and non/AFMC-20 Compounds	7439921	SL	1995
3D	610	Maleic Anhydride	108316	LB	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	CN	1995
3D	610	MEK (Methyl Ethyl Ketone)	78933	CA	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	CN	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	GL	1995
3D	610	MEK (Methyl Ethyl Ketone)	78933	QT	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	TU	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	KT	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	PT	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	TU	1995
3D	610	MEK (Methyl Ethyl Ketone)	78933	GL	1994
3D	610	MEK (Methyl Ethyl Ketone)	78933	QT	1995
3D	610	MEK (Methyl Ethyl Ketone)	78933	CA	1995
3D	610	MEK (Methyl Ethyl Ketone)	78933	BT	1995
3D	610	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3D	610	Mercury and non/AFMC-20 Compounds	7487947	PG	1994
3D	610	Methanol	67561	CN	1995
3D	610	Methanol	67561	CA	1994
3D	610	Methanol	67561	KT	1995
3D	610	Methanol	67561	CN	1994
3D	610	Methanol	67561	GL	1995
3D	610	Methanol	67561	KT	1994
3D	610	Methanol	67561	TU	1995
3D	610	Methanol	67561	PT	1994
3D	610	Methanol	67561	TU	1994
3D	610	Methanol	67561	GL	1994
3D	610	Methanol	67561	CA	1995
3D	610	Methylene Chloride	75092	CN	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3D	610	Silver	7440224	BT	1995
3D	610	Sodium Dodecylbenzenesulfonate	25155300	GL	1995
3D	610	Sodium Dodecylbenzenesulfonate	25155300	GL	1994
3D	610	Sodium Nitrite	7632000	LB	1995
3D	610	Sodium Nitrite	7632000	LB	1994
3D	610	Sodium Phosphate, Tribasic	10101890	LB	1995
3D	610	Sodium Phosphate, Tribasic	7758294	LB	1994
3D	610	Sodium Silicofluoride	16893859	GL	1995
3D	610	Sodium Silicofluoride	16893859	QT	1994
3D	610	Sodium Silicofluoride	16893859	QT	1995
3D	610	Styrene	100425	DR	1995
3D	610	Styrene	100425	KT	1995
3D	610	Styrene	100425	KT	1994
3D	610	Styrene	100425	GL	1994
3D	610	Sulfuric Acid	7664939	EA	1994
3D	610	Sulfuric Acid	7664939	EA	1995
3D	610	Sulfuric Acid	7664939	TU	1995
3D	610	Thiram	137268	CA	1994
3D	610	Thiram	137268	CA	1995
3D	610	Toluene	108883	BT	1994
3D	610	Toluene	108883	CN	1994
3D	610	Toluene	108883	CN	1995
3D	610	Toluene	108883	CA	1994
3D	610	Toluene	108883	KT	1995
3D	610	Toluene	108883	BX	1994
3D	610	Toluene	108883	LB	1995
3D	610	Toluene	108883	PT	1995
3D	610	Toluene	108883	GL	1995
3D	610	Toluene	108883	QT	1994
3D	610	Toluene	108883	KT	1994
3D	610	Toluene	108883	TU	1995
3D	610	Toluene	108883	PT	1994
3D	610	Toluene	108883	LB	1994
3D	610	Toluene	108883	BT	1995
3D	610	Toluene	108883	BX	1995
3D	610	Toluene	108883	GL	1994
3D	610	Toluene	108883	CA	1995
3D	610	Toluene	108883	QT	1995
3D	610	Toluene	108883	TU	1994
3D	610	Trichlorofluoromethane (CFC-11)	75694	CN	1995
3D	610	Xylene and non/AFMC-20 Compounds	1330207	CN	1995
3D	610	Xylene and non/AFMC-20 Compounds	1330207	LB	1995
3D	610	Xylene and non/AFMC-20 Compounds	1330207	PT	1995
3D	610	Xylene and non/AFMC-20 Compounds	38		1994
3D	610	Xylene and non/AFMC-20 Compounds	23		1994
3D	610	Xylene and non/AFMC-20 Compounds	36		1994
3D	610	Xylene and non/AFMC-20 Compounds	1330207	TU	1995

Facility Cluster	Building	Hazardous Substance	CAS Reg. No.	Quantity Units	Year Used
3D	640	Epichlorohydrin	106898	KT	1995
3D	640	Ethane	74840	EA	1995
3D	640	Ethylene Glycol	107211	BX	1994
3D	640	Ethylene Glycol	107211	BT	1995
3D	640	Ethylene Glycol	107211	BT	1995
3D	640	Ethylene Glycol	107211	CN	1994
3D	640	Ethylene Glycol	107211	EA	1994
3D	640	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	C0	1995
3D	640	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	C0	1995
3D	640	Ethylenediamine-Tetraacetic Acid (EDTA)	60004	C0	1995
3D	640	Formaldehyde	50000	GL	1994
3D	640	Formaldehyde	50000	CN	1994
3D	640	Formaldehyde	50000	CN	1995
3D	640	Freon 113	76131	BX	1994
3D	640	Glycol Ethers and non/AFMC-20 Compounds	4		1994
3D	640	Glycol Ethers and non/AFMC-20 Compounds	6		1995
3D	640	Glycol Ethers and non/AFMC-20 Compounds	6		1994
3D	640	Glycol Ethers and non/AFMC-20 Compounds	1		1995
3D	640	Hexane (N-Hexane)	110543	PT	1994
3D	640	Hexane (N-Hexane)	110543	TU	1994
3D	640	Hexane (N-Hexane)	110543	BX	1994
3D	640	Hydrochloric Acid	7647010	PT	1995
3D	640	Hydrochloric Acid	7647010	GL	1994
3D	640	Hydrochloric Acid	7647010	GL	1995
3D	640	Hydrogen Peroxide (Conc.> 52%)	7722841	PT	1995
3D	640	Hydrogen Peroxide (Conc > 52%)	7722841	BT	1994
3D	640	Hydrogen Peroxide (Conc.> 52%)	7722841	PT	1994
3D	640	Isopropyl Alcohol	67630	PT	1995
3D	640	Isopropyl Alcohol	67630	BT	1995
3D	640	Isopropyl Alcohol	67630	GL	1994
3D	640	Isopropyl Alcohol	67630	QT	1994
3D	640	Isopropyl Alcohol	67630	GL	1995
3D	640	Isopropyl Alcohol	67630	C0	1995
3D	640	Isopropyl Alcohol	67630	C0	1995
3D	640	Lead and non/AFMC-20 Compounds	7439921	SL	1994
3D	640	Lead and non/AFMC-20 Compounds	7439921	PG	1995
3D	640	Lead and non/AFMC-20 Compounds	7439921	EA	1994
3D	640	MEK (Methyl Ethyl Ketone)	78933	PT	1994
3D	640	MEK (Methyl Ethyl Ketone)	78933	TU	1994
3D	640	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3D	640	Mercury and non/AFMC-20 Compounds	7487947	PG	1995
3D	640	Methane	74828	EA	1995
3D	640	Methanol	67561	PT	1995
3D	640	Methylene Chloride	75092	TU	1994
3D	640	Phenol	108952	KT	1994
3D	640	Phenol	108952	KT	1995
3D	640	Phthalic Anhydride	85449	BX	1994

Table 2 - Notice of Hazardous Substances Released

McClellan AFB Group 3 Facilities

Notice is hereby provided that the following information from the Site Specific Supplement EBS provides notice of hazardous substances that are known to have been released on McClellan Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Releases of hazardous substances have occurred in the past resulting in contamination in the soil, soil gas, and groundwater. These substances are being cleaned up under the CERCLA Installation Restoration Program (IRP). See section 3.6 of the SSSEBS for a discussion of contaminants being addressed under the IRP.

Cluster ID	Facility	Substance Spilled	Quantity Release (lbs)	Property/ Building Affected	RQ Exceeded ?	Spill Date	Comments
3A	315	Paint	8	Property	No	10-Sep-96	South of bldg, near Dudley Blvd, container fell off truck.
3A	376	Raw Sewage	1500	Property	No	9-Oct-91	Sewer line ruptured during excavation, released to soil.
3A	376	Unleaded Gasoline	15	Building	No	23-Aug-90	Equipment failure, released to gravel.
3A	431	Epoxy Sealant \ Cleaner	800	Property	Yes	24-Jul-87	Contained in holding pond behind bldg.
3A	431	Industrial Waste Water	Unknown	Property	Yes	14-A pr-88	Hose used to bypass break in IWL failed, organics < 1ppm.
3A	431	Oil substance	Unknown	Property	Unknown	12-Mar-92	From Bldg 431 drain pipe into culvert, to Maggie Creek..
3A	431	Waste Water (Containing Jet Engine Exhaust	100000	Building	No	4-Aug-87	Engine test run conducted while IWL had break in line, release to soil
3A	440	Turco Depaint (77% Methylene Chloride)	20	Property	No	28-Mar-95	Improper transportation of haz mat.

Cluster ID	Facility	Substance Spilled	Quantity Release (lbs)	Property/ Building Affected	RQ Exceeded ?	Spill Date	Comments
3B	251	Ethylene Glycol	15	Property	Yes	26-Jun-95	Release from automobile onto pavement
3B	251	Methane Gas	Unknown	Property	Unknown	6-Dec-94	Line broken during excavation.
3B	251	Mercury	0.25	Building	No	4-Sep-87	Stall 18, Broken Thermometer.
3B	251	Waste 1,1,1-Trichloroethane	8	Property	No	10-Mar-87	Improper drum handling procedures.
3B	251	Diesel Fuel	8	Building	No	3-Jan-95	Forklift fuel line leak
3B	251	Waste 1,1,1-Trichloroethylene	10	Building	No	6-Jan-87	Rusted valve on drum failed during handling, on east side of bldg.
3B	251	Gasoline	126	Property	No	12-Aug-98	Rotted fuel tank had a slow leak. Cleaned up with absorbant.
3B	251	Hydraulic Fluid	200	Building	No	17-Jul-95	A&E shop, improper tag out / lockout procedure.
3B	251	N/A	N/A	N/A	N/A	28-Feb-97	East side of 251, abandoned 1 oz. container of ammonium sulfide within tool bldg, no release.
3B	251	N/A	N/A	N/A	N/A	16-Oct-90	North of bldg, empty propane cylinder.
3B	251	N/A	N/A	N/A	N/A	3-Jul-96	Doghhouse alarm tripped, no apparent release.
3B	251-DOCK	Oil	16	Building	Yes	8-Feb-94	From generator, released to drain, to Magpie Creek, CRWQCB notified.
3B	251-DOCK	Alcotine Solution (1% Chromic Acid, 1 %	2	Building	No	22-Jan-92	Crusted containers
3B	251-DOCK	Hydraulic Fluid	15	Building	No	7-Mar-95	Hydraulic line broke.

Cluster ID	Facility	Substance Spilled	Quantity Release (lbs)	Property/ Building Affected	RQ Exceeded ?	Spill Date	Comments
3C	98	Mercury	<0.12	Building	No	10-Apr-87	Bloodpressure equipment failure.
3D	610	Ethylene Glycol	200	Property	Yes	27-Dec-90	Equipment failure, released to parking lot and storm drain.
3D	610	Diesel Fuel	4	Building	No	24-Mar-88	Equipment failure.
3D	610	Gasoline	1	Property	No	19-May-97	South side parking lot.
3D	613	Soil Contaminated with PCB Oil	Unknown	Property	Unknown	21-Jan-87	Sample results ND & 0.6 ug/g.
3D	619	Hydraulic Fluid	100	Property	No	6-Oct-87	Cherry picker line broke
3D	619	Hydraulic Fluid	100	Property	No	6-Oct-88	Equipment failure,
3D	640	50% Ethylene Glycol	600	Building	Yes	22-Oct-86	Chiller gage knocked off, released to floor, ground, storm drain, to Arcade drain, CRWQCB notified.
3D	640	Waste Lead Based Paint Chips / Dust	Unknown	Building	Yes	8-Feb-96	Improper lead based paint abatement, caused release of dust in work area, and associated rinsewater disposed down storm drain, DTSC, CRWQCB, Sac Co. Haz Mat, notified
3D	640	Tin / Lead Plating Solution	300	Building	Yes	16-Oct-90	Operator error.
3D	640	Bead Blast Media/dust	Unknown	Building	No	7-May-98	NE Side of High Bay - Machine malfunction and blew dust into adjoining areas. Dust contained Cd and Pb. Cleaned up with wet wipes and HEPA vacuum.
3D	640	Waste Ammonia Hydroxide Odors	< 1	Property	No	28-Jan-87	Vapors emanating from open container in storage area
3D	640	Ammonia Hydroxide	8	Building	No	29-Jan-87	Container overflow from etching process

4448 64

Attachment 6

REGULATORY LETTERS

Mr. Tony Wong

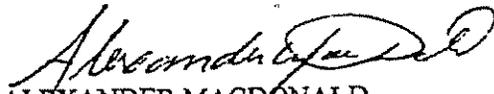
- 2 -

4448 66
24 February 2000

6. Pages 5-25, Sections 5.2.1 through 5.2.3. We supplied comments on the Group 3 SSSEBS regarding information supplied on IRP sites at and adjacent to the Group 3 clusters in our 29 December 1999 letter. Please use those comments in making the necessary changes to Section 5.2.1 through 5.2.3.

7. Page 29, Section 5.15. It should be understood that McClellan has permit to discharge sanitary and industrial wastewater through its two collection systems to SRCSD. There are seven industrial discharge points that have specific requirements and limitations due to pretreatment requirements specified in 40 CFR. A distinction needs to be made between industrial and sanitary discharges. The first paragraph states there are no permitted sanitary sewer discharge locations in the Group 3 property. On the contrary there are numerous sanitary discharges that are permitted as a general discharge and meet the maximum total flow from the base that is allowed. There may be no industrial discharges that have categorical limits within Group 3.

If you have any questions regarding this matter, please call me at (916) 255-3025.



ALEXANDER MACDONALD
Senior Engineer

cc: Mr. Joe Healy, United States Environmental Protection Agency, San Francisco
Mr. Bill Kilgore, Department of Toxic Substances Control, Sacramento
Mr. Rick Solander, Environmental Management, McClellan AFB

potential for LBP exposure. If LBP can be believed to reasonably exist at these structures, any potential lessee should be notified.

3. There are numerous instances in which the text of this document refers to future planned actions. For example, separators or sumps are scheduled to be cleaned in 2002, or soils areas is going to be covered with gravel at some future date. Such information is outside the objective of this EBS to describe the current conditions. Further, it is unclear to EPA how information regarding conduct of these planned activities will be provided to prospective tenants. Lease restrictions must be identified and retained until the action has been completed.

4. There are instances in which LBP has been noted to have been detected on a structure built after 1978. For example, refer to the tank at Site 326 and the vehicle maintenance facility 445 (see comments in visual inspection forms). This raises some basic questions regarding the use of the 1978 date as a screening tool for LBP concerns. This discrepancy needs to be addressed. (Also see SFOSL comment regarding LBP language)

Specific Comments on the SSEBS

5. Power Generation Facility 450: In the visual inspection form, please explain 'bird repellent' and elaborate on it being listed here.

6. Jet Engine Testing Facility and Electric Generator facility 473-D: The visual inspection form indicates no fuels or hazardous wastes present. However, it is stated that the basement area which contains pipes, drains, sumps, etc. could not be inspected. What restrictions are planned should this facility become available for lease?

7. Engine Testing Facility 473-F: The visual inspection form indicates that no hazardous wastes are present, however, the form also states that there is evidence of improper disposal and spills. Please explain.

8. Former Base Water Supply Facility 231: The visual inspection form indicates a dripping oil pipe. Please explain the source of the oil.

9. Pg ES-1 building 476 is listed as a Group 3 facility but it has been left off the summary table, and we are unable to find any information on this building in the other tables or text of the report

10. Pg ES-5: AOC H-10 is located in cluster 3B not 3C, according to the text in the IRP site section. AOC H -13 is described as having data gap on page ES-5, but didn't find a description of this IRP site. Pg ES-6: SA 90 is also mentioned in the IRP site section as having data gaps but was omitted from the data gap section of the executive summary

11. Table ES-3 of required follow on actions for each building is very helpful.

26. Pg 3-72 SA.092: This site was mentioned in executive summary as having a soil gas data gap but no mention of this in the site description.
27. 3-72 PRL T-007 5th sentence from bottom "All other concentrations are less than twice their background concentrations" This statement is unclear; what does this signify?
28. pg 3-74 CS -024 SVOCs in soils reported to be up to 130 mg/kg. How does that compare to residential PRGs?
29. pg 3-75 and 3-76 Sites SA 095 and SA 076 Did metals in soils exceed residential PRGs? description is unclear.
30. Pg 3-78 Soil gas characterization, last paragraph states "No conaminants were repored at concentrations greater than 1000 ppbv in samples collected from SA 089" however the description for that site states that no soil gas samples were taken and there is a data gap.
31. pg 3-86 Asbestos discussion. Several buildings are reported to have potentially serious asbestos problems. Have these buildings been recently occupied by AF? Have McClellan employees been evaluated for possible exposure?

Comments on the SFOSL

32. There are several instances in which data gaps are to be filled by documents scheduled for release within the next few months. It would seem that much of the information required to close these data gaps has already been collected and to the extent that the data exists it should be summarized or otherwise made available to the reader of these SFOSL documents. If the data is not currently available, it may be advisable to defer the finalization of these documents pending the availability of the data/analysis.

32. Section 5.8 The SFOSL discussion of Lead Based Paint needs to be revised to make clear:

- 1) that the reuse of the property will be restricted,
- 2) that removal of peeling/flaking LBP will be conducted in a manner which meets regulations intended to limit dust production e.g. no dry scraping of surfaces, and
- 3) that HEPA vacumn will follow removal of peeling/flaking paint.

Use language from Group 2 to make it clear that Transferee will be required to abate LBP hazards prior to residential or child occupancy.

33. Section 5.15 Modify in the same manner as SFOSL for 250/475 to clarify point in time when application for discharge permit needs to be made.

34. Table 1: Introduction needs to be rewritten to eliminate references to "disposal".

4448 72

January 25, 2000

Dr. Joseph Healy (SFD-8-1)
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

Subject: **Contract No. 68-W-98-0220 / WA No. 220-04-41NH
McClellan Air Force Base; Review of the Draft Supplemental Finding
of Suitability to Lease (SFOSL) for Group 3 Facilities**

Dear Dr. Healy:

Enclosed please find TechLaw's evaluation of the Supplemental Finding of Suitability to Lease (SFOSL) for the Group 3 Facilities, located at the McClellan Air Force Base, dated December 1999. All of TechLaw's comments are minor, though Specific Comments 1 and 2 refer to omissions in the SFOSL that must be corrected prior to leasing the property.

This evaluation is being forwarded to you through electronic mail in WordPerfect[®] for Windows format. A hard copy of this deliverable was also submitted.

Thank you for the opportunity to provide U. S. EPA with technical oversight services at McClellan AFB. Should you have any questions, please feel free to contact me at (415) 281-8730 x 21.

Sincerely,

Jeff Raines, P.E.
Regional Manager

copies to: Angela Commisso, U.S. EPA Region IX, w/o attachment
P. Brown-Derocher/Central Files

MCC087

**REVIEW OF THE DRAFT SUPPLEMENTAL FINDING OF
SUITABILITY TO LEASE (SFOSL)
FOR GROUP THREE FACILITIES
DECEMBER 1999
MCCLELLAN AIR FORCE BASE**

GENERAL COMMENTS

1. Groundwater Remediation

Throughout this document, references are made to the Operable Unit (OU) A Northern groundwater plume; however, there is no discussion of remediation efforts for the portions of this plume that contain contaminant levels greater than drinking water maximum contaminant levels (MCLs). While the on-going remediation of the groundwater plume should not affect re-use of the property, it should be mentioned in the SFOSL for completeness. Please reference this groundwater remediation program/document in areas of the SFOSL where groundwater contamination is discussed.

2. SVE Actions

In a number of locations (e.g., descriptions of CS T-017 and CS T-057), the SFOSL indicates that an area of volatile organic compound (VOC) contamination is within 400 feet of an active Soil Vapor Extraction (SVE) extraction well. This is not sufficient information to allow for a determination of how effective that well will be in remediating the contamination. Please revise the SFOSL to indicate i) which SVE extraction well the site is close to, ii) the approximate distance from the SVE extraction well to the area of contamination, and iii) the status of the SVE extraction well (e.g., operating, in rebound testing, et cetera).

SPECIFIC COMMENTS

1. Section 5.2 Installation Restoration Program (IRP) and Areas of Concern (AOC)

No information is provided for IRP sites and AOCs in Cluster 3D. The Group 3 SSSEBS indicates that PRL T-006, PRL T-007, SA 076, SA 088, SA 089, SA 090 SA 091, SA 092, SA 095, CS 024, CS 034, CS T-061 are located within the cluster. The IRP information is necessary to complete an adequate review of the regulatory requirements for this site. Please include this information in the next revision of this document.

Mr Paul Brunner
BRAC Environmental Coordinator
5050 Dudley Boulevard, Suite 3
McClellan Air Force Base, California 95652

DRAFT SITE SPECIFIC SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY
(SSSEBS) and DRAFT FINDING OF SUPPLEMENTAL SUITABILITY TO LEASE
(SFOSL) FOR GROUP 3 FACILITIES, McCLELLAN AIR FORCE BASE

Dear Mr. Brunner:

We have reviewed the above referenced documents, dated November 1999, and have the following comments to provide.

SSSEBS

1. The following list of buildings were still occupied or were not available for our staff to conduct a visual site inspection. Therefore, we request that the documents be amended to include language stating that these buildings, while included as part of the SSSEBS and SFOSL, are not suitable for immediate occupancy, with the exception of the current use by the Air Force, until they are determined to be suitable to lease. Please also address the steps the Air Force plans to take prior to reuse in order to communicate and provide adequate documentation with DTSC, and all applicable regulatory agencies, concerning the discontinued use of these buildings by the Air Force, once operations are complete or available for site inspection.

Cluster 3A - Buildings 315, T-410, 429, 444, 445, 450, and 451.

Cluster 3B - Buildings 209, 230, 251, 252, 253 and 280

Cluster 3C - Buildings 88, 98, 814, 825, 826, 910, 911 and 912

Cluster 3D - Buildings T-606, T-607, T-608, T-609, 610, 616, 619, T-639
640, 641 and 643.

2. Table ES-1. Please include information on Building 476 as it is missing from this table.

3. CS S-026, pg. 3-40. The description for this IRP site states that "VOC's and TPH were detected in soil during the RI and concentrations exceeding industrial and residential PRGs.....". Given that industrial PRG's were exceeded, please address this issue and explain the Air Force's rationale that this area is currently suitable to lease.

4. Asbestos, Building 411, page 3-84. Will the referenced siding be removed prior to facility lease or transfer?

4448 78



California Regional Water Quality Control Board

Central Valley Region

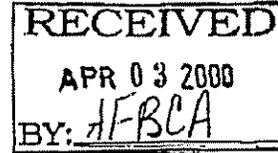


Winston H. Hickox
Secretary for
Environmental
Protection

Sacramento Main Office
Internet Address <http://www.swrcb.ca.gov/~rwqcb5/home.html>
3443 Router Road, Suite A, Sacramento, California 95827-3003
Phone (916) 255-3000 • FAX (916) 255-3015

Gray Davis
Governor

20 March 2000



Mr. Tony Wong
Air Force Base Conversion Agency
3237 Peacekeeper Way, Room 108
McClellan AFB, CA 95652-1056

***DRAFT FINAL SUPPLEMENTAL FINDING OF SUITABILITY TO LEASE (SFOSL) FOR
GROUP 3 FACILITIES AND ASSOCIATED PROPERTIES, MC CLELLAN AIR FORCE BASE***

Thank you for the opportunity to review the subject draft final SFOSL. Regional Board staff reviewed the document and we have determined that our comments on the draft version of the SFOSL have been adequately addressed. We have no additional comments.

If you have any questions regarding this matter, please call me at (916) 255-3025.

ALEXANDER MACDONALD
Senior Engineer

- cc: Mr. Joe Healy, United States Environmental Protection Agency, San Francisco
Mr. Bill Kilgore, Department of Toxic Substances Control, Sacramento
Mr. Rick Solander, Environmental Management, McClellan AFB

Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

1148 80

Mr. Paul Brunner
BRAC Environmental Coordinator
5050 Dudley Boulevard, Suite 3
McClellan Air Force Base, California 95652

DRAFT FINAL SITE SPECIFIC ENVIRONMENTAL BASELINE SURVEY (SSSEBS)
and DRAFT FINAL FINDING OF SUITABILITY TO LEASE (FOSL) FOR GROUP 3
FACILITIES, McCLELLAN AIR FORCE BASE

Dear Mr. Brunner:

We have reviewed the above referenced documents, and the accompanying corrections made by the Air Force to the original draft documents, and conclude that all our comments have been adequately addressed. Based on this conclusion, and the data presented in the SSSEBS, we find the associated Group 3 facilities suitable to lease at this time.

Sincerely,

Francesca D'Onofrio
Hazardous Substances Scientist

cc: Ms. Carolyn d'Almeida
USEPA
75 Hawthorne Street
San Francisco, California 94105

Mr. James Taylor
RWQB
3443 Routier Road
Sacramento, California 95827

Attachment 7

Response to Comments: **California Regional Water Quality Control Board (Feb. 24, 2000):**
Draft Supplemental Finding of Suitability to Lease for Group 3 Facilities.

SFOSL Comment 1: Section 5.2, Paragraph 1 has been amended to incorporate the comment.

SFOSL Comment 2: Section 4, Paragraph 1 has been amended to incorporate the comment.

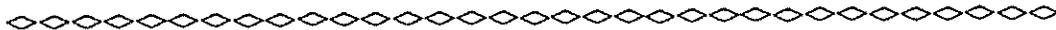
SFOSL Comment 3: Section 5.2, Paragraph 2 has been amended to incorporate the comment.

SFOSL Comment 4: Section 5.2, Paragraph 1 has been amended to incorporate the comment.

SFOSL Comment 5: Section 5.2, Paragraph 6 has been amended to incorporate the comment.

SFOSL Comment 6: This comment was incorporated in the SSSEBS which is referenced in the SFOSL for IRP site descriptions.

SFOSL Comment 7: Section 5.14, Paragraph 1 has been amended to incorporate the comment.



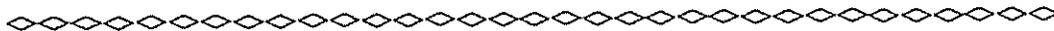
Response to Comments: **Environmental Protection Agency (February 4, 2000):** Draft Supplemental Finding of Suitability to Lease for Group 3 Facilities.

SFOSL Comment 31: Section 5.2 has been amended to reference IRP site descriptions within the SSSEBS.

SFOSL Comment 32: Section 5.7 has been amended to incorporate the comment.

SFOSL Comment 33: Section 5.14 has been amended to incorporate the comment.

SFOSL Comment 34: Table 1 has been amended to incorporate the comment.



Response to Comments: **Environmental Protection Agency/Tech Law (January 25, 2000):** Draft Supplemental Finding of Suitability to Lease for Group 3 Facilities.

SFOSL General Comment 1: The subject of groundwater contamination is not addressed within this document because it is not a limiting condition of the lease except for drilling of wells. Discussion of groundwater contamination can be found in SSSEBS Section 3.6.

FINAL PAGE

ADMINISTRATIVE RECORD

FINAL PAGE

EXHIBIT F

ENVIRONMENTAL DISCLOSURE

The disclosure materials attached hereto are contained in Section 10, 11, 12, 13 and 15.5 of the "**EDC Agreement**" referenced in the Lease. Such reference to such Sections is not intended, in any manner, to limit the information and additional disclosures set forth in the "**McClellan Use Documentation**" referenced in the Lease. The information referenced in Section 15.5 of the EDC Agreement contained in Exhibit F thereto is available upon request to Landlord, and such information is within the definition of McClellan Use Documentation. In addition to the foregoing, Landlord makes the following disclosures, if any, attached to this Exhibit F.



Members of Team McClellan,

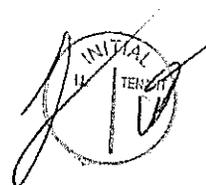
You may have read in the newspaper or seen on television recent news regarding the discovery of plutonium in a known radiological site at McClellan Air Force Base. I want to provide you with the current information about the recent events, to inform you of the processes we have in place and the steps we have taken to ensure the health and safety of the people here at McClellan and within the local community. On behalf of the Air Force, we are committed to safely cleaning up McClellan's contaminated sites, complying with all Federal and State regulations, and providing the necessary measures to protect our workforce, community, and the environment.

Recent news coverage has focused on the discovery of plutonium at Confirmed Site 10 (CS 10) on the undeveloped western side of the base. It was not a surprise to find radiation at CS 10. Because of past depot maintenance practices here which involved radioactive materials including primarily radium, we expected to find that material at this site. Prior to digging we implemented all necessary safety measures and had the regulatory approvals required to work at this site. However, discovering plutonium was unexpected since none of the existing records or prior investigative interviews showed it was used on base. The presence of radiation at CS 10 was identified in 1994 during an initial investigation of unearthed barrels displaying radiation markers. That find necessitated further investigation of the landfill. Since the radiation was from radium, which was buried below ground, and was therefore shielded, the site posed no immediate hazard. The current investigative work was therefore integrated into the environmental planning process and was prioritized for completion at a later date.

The most recent work at CS 10 began on Aug. 15, 2000. After establishing the required safety protocols, such as worker protective equipment, dust suppression, and air sampling, the plan was to remove contaminated surface soil and to do exploratory investigative work within the site. During the site investigation, 110 metal drums were unearthed, most of which contained laboratory glassware and lab equipment with no detected radioactivity. Some radium sources and soil contaminated with radium were also found.

On Sept. 6, an environmental contractor unearthed a small metal drum, approximately 20 gallons in size, which contained four vials and three jars (laboratory glassware) labeled "Pu," the symbol for plutonium. Inside the jars and vials was a total of less than a quart of liquid that

INITIAL
11/10/00



we suspected contained a small quantity of dissolved plutonium. Since we were unable to confirm the specific contents of the material at that time, the excavation work at the site was immediately halted. The appropriate regulatory and Air Force agencies were notified, and we issued our first public news release highlighting our unexpected find. As a precaution, all the containers with the suspected plutonium liquid and radium sources were carefully secured in protective containers and placed inside a locked storage shed surrounded by a locked fence on the site. Also, the radium-contaminated soil was placed inside bins within the fence. As an added measure due to the plutonium, we established 24-hour site security.

Radium, a natural substance, and plutonium, a man made substance, are both radioactive materials and are potentially dangerous if handled improperly. Radiation exposure varies by the quantity of the material, distance from the source, duration of the exposure, and the degree of shielding in place. At CS 10 the radium and plutonium containers were securely locked in a small shed which provided for both adequate distance and shielding for those working at the site and anyone outside of the surrounding fence.

In this case, the primary threat of exposure is through inhalation or ingestion, which was minimized through proper handling and extensive safety precautions. A team of radiation experts from the Air Force Institute of Environmental, Safety, and Occupational Health Risk Analysis (AFIERA), located at Brooks AFB, Texas, was brought in to investigate the liquid and take samples. The samples were then sent to Duke Engineering and Services Environmental Laboratory in Massachusetts, which has extensive experience in analyzing radioactive material. The test results we received October 12 confirmed the liquid contained plutonium. From the laboratory results it was calculated that the liquid in the three bottles and four vials contained a total of 160 milligrams of plutonium (less than a quarter teaspoon). The chemical form of the material suggests that it was used in a laboratory environment most likely as a calibration standard or reference source. On October 16 a licensed contractor packaged and shipped the plutonium jars and vials to the Massachusetts Institute of Technology (MIT) where the material will be used for academic research. All applicable Nuclear Regulatory Commission and Department of Transportation regulations were followed and there was no health risk to the public during transit.

As an added precaution, radiation scanning of the soil outside of CS 10 and sampling of groundwater from monitoring wells surrounding the site

were conducted. Furthermore, air sampling at the site continues. These tests have not detected plutonium or radium, nor have they detected radiation levels above naturally occurring background levels. In summary, CS 10 does not pose a health or safety threat to the people on McClellan AFB or the local community. We have taken, and will continue to take all appropriate actions necessary to ensure that CS 10 does not pose a threat in the future as the Air Force continues the environmental cleanup of McClellan AFB. Currently, Environmental Management is working with federal and state regulatory agencies and consulting with independent experts in the field to prepare plans on how to proceed with further site investigations at CS 10 and other radiological sites at McClellan.

However, a date for resumption of work has not yet been set. Additional funding will be required to meet the estimated \$38.4 million needed to complete the site investigations and remediation. We are also expanding our radiological work to re-check other past disposal sites to determine if a similar CS 10 finding is present and take the appropriate actions as necessary.

The Air Force and regulatory environmental team at McClellan is one of the best. I will continue to interact with this team to monitor the progress on the cleanup of CS 10. After the base closes the Air Force Base Conversion Agency (AFBCA) will assume the helm. I have been in contact with the AFBCA leadership and they also share the same objectives. I want to assure you that the Air Force is committed to protecting your health and all our cleanup actions are being conducted in a safe and appropriate manner.

CHARLES A. COTTER JR., COLONEL, USAF
Associate Center Director & Installation
Commander