

All terms and conditions agreed upon between GSA and Skyhawk Logistics, Inc. are as follows:

\* The following Documents are hereby incorporated by reference and made a material part of this contract:

Refresh Solicitation FBGT-GG-040001-B (2) dated August 12, 2004, incorporated herein in its entirety includes all updated clauses. Attachment 1 includes clauses specific to Office Relocation Services.

Skyhawk Logistics, Inc. offer/technical proposal dated June 09, 2003; letter dated June 25, 2004 for Administrative, Pricing, Technical; e-mails dated August 11, 2004 (confirmed pricing inclusive of fuel); August 12, 2004 (Revised CSP-1Form, submitted Other Direct Cost/Accessorial Charges Pricing, updated Commercial Pricing Catalog, submitted Overtime rate Formula); August 16, 2004 (confirmed pricing for Other Direct Costs), September 2, 2004 (acknowledge and accepted the refreshed Statement of Work for Office Relocation under Schedule 48) dated August 12, 2004), and all subsequent responses to additional questions

o Wage Determination No. 1994-2274, Revision No. 24, dated June 5, 2003

2. AWARDED SINS: SIN 653-8 – Office Relocation

3. AWARDED PRICES/DISCOUNTS: Awarded prices include the 0.75% Industrial Funding Fee. See last page for awarded prices. For purposes of the price reduction clause, the Most Favored Customer designated for this contract is Commercial End Users.

4. CONTRACT PERIOD: From Award date through 5 years, with 3 five-year options

5. Industrial Funding Fee:

The Contractor agrees to remit the Industrial Funding Fee and Sales Reporting under this contract pursuant to contract clause 552.238-74. All prices are inclusive of the GSA Industrial Funding Fee.

9. Commercial Credit Card: , Skyhawk Logistics, Inc. will accept the credit card for all purchases.

10. Prompt Payment Discount: None – Net 30

11. Price Reduction Clause: All terms of the Price Reduction Clause 552.238-75 (SEP 1999) are applicable. The Government and Skyhawk Logistics, Inc. agree the following category of customers upon which this award is predicated is identified below. Throughout the term of the contract the Government will maintain its relationship with Skyhawk Logistics, Inc. and or terms and conditions upon which this contract is predicted. Any changes in Skyhawk Logistics, Inc. pricing arrangement for these customers that disturbs this relationship shall constitute a price reduction.

Most Favored Customers are identified as Commercial End Users.

12. Minimum Order: \$50.00

Maximum Order: SIN 653-8: \$1,000,000

13. Economic Price Adjustment: The EPA will be based on the rates listed in Skyhawk Logistics, Inc's Commercial Pricing Guide dated October July 1, 2004. Future EPA rate Increases will be in accordance with Clause 552.216-70 "Economic Price Adjustment-FSS Multiple Award Schedule Contracts (SEP 1999) (Alternate I –SEP 199)". Prices must remain Firm for the first 12 months of the contract period in accordance with Clause 552.216-70.

14. Scope of Work: Skyhawk Logistics, Inc. understands that this contract shall only be used for the services listed (SEE Section C Scope of Work). Skyhawk Logistics, Inc. understands that inappropriate use of the contract for other than the Office Relocation Service may subject this firm/customer agency to penalties provided by statute and regulation.

15. Terms and Conditions: Skyhawk Logistics, Inc. agrees to all terms and conditions specified by the Government in this contract and do not take any exceptions to any terms and conditions.

16. Travel Cost: Travel costs shall be governed by the Federal Travel Regulations and will be negotiated with the end users.

17. Teaming Arrangements: Skyhawk Logistics, Inc. understands that Teaming Arrangements may be possible with vendors holding current GSA Multiple Award Schedule Contracts.

18. Clauses: Skyhawk Logistics, Inc. acknowledge receipt of refreshed Solicitation FBGT-GG-040001-B with refreshed clauses. Also Amendment Number 2 that affects shuttle, Limousine and Driver Services but does not effect Office Relocation, SIN 653-8

19. Geographic: Skyhawk Logistics will not accept orders outside of the Washington Metropolitan Area without first establishing commercial sales in the new area

20. Insurance: In accordance with the Statement of Work, Skyhawk Logistics, Inc. submitted a copy of their Certificate of Insurance. Refresh Solicitation 2, dated August 12, 2004, pickup the following Liability Clauses:

552.228-5 Insurance- Work on A Government Installation; 52.247-

22. Fuel Charges: Skyhawk Logistics, Inc. prices being offered are inclusive of fuel, toll, and other travel costs.

23. Accessorial Prices: Skyhawk Logistics is offering the Government a 5% discount off the Accessorial prices. No other customer receives a discounts.

24. Overtime: Skyhawk Logistics, Inc. stated that Overtime is charged at 1.15 multiple by the based pricing (loaded) per hour.

25. AWARDED PRICES:

| Item Description             | GSA Prices | Minimum DOL<br>Wage Rate |
|------------------------------|------------|--------------------------|
| Senior Program Manager       | \$38.03    | \$25.00                  |
| Project Manager              | \$34.56    | \$22.50                  |
| Assistant Project Manager    | \$32.12    | \$20.75                  |
| Quality Assurance Specialist | \$40.13    | \$26.50                  |
| Material Handling Supervisor | \$29.00    | \$18.50                  |

|                          |         |         |
|--------------------------|---------|---------|
| Shipping/Receiving Clerk | \$21.49 | \$13.09 |
| Truck Driver – Heavy     | \$28.86 | \$18.40 |
| Truck Driver – Medium    | \$25.14 | \$15.74 |
| Material Handler Laborer | \$19.26 | \$11.50 |
| Forklift Operator        | \$23.55 | \$14.58 |

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ORDER DIRECT/ACCESSORIAL COSTS

| Description                  | Dimension                  | Sold in       | Unit         | Discounted Unit Price |
|------------------------------|----------------------------|---------------|--------------|-----------------------|
| Gov't. Price                 |                            |               |              |                       |
| Packing Boxes                |                            |               |              |                       |
| Small                        | 17" x 13" x 13"            |               | Each         | 1.85 1.76             |
| Medium                       | 18" x 18" x 16"            |               | Each         | 2.75 2.61             |
| Large                        | 18" x 18" x 24"            |               | Each         | 3.35 3.18             |
| Extral Large                 | 22" x 22" x 22"            |               | Each         | 4.65 4.42             |
| File Box                     | 15" x 12" x 10"            |               | Each         | 1.85 1.76             |
| VCR/Electronics              | 20" x 20" x 12"            |               | Each         | 4.75 4.51             |
| Mirror/Pictures              | 37" x 4" x 27"             |               | Each         | 3.75 3.56             |
| TV/Microwave                 | 24" x 24" x 20"            |               | Each         | 10.00 9.50            |
| Dishes                       | 18" x 18" x 27"            |               | Each         | 6.65 6.32             |
| Flat Wardrobe                | 33" x 20" x 9"             |               | Each         | 4.75 4.51             |
| RSC200 Corrugated Box        | 15" x 12" x 14 3/4"        | 100's         | Each         | 0.82                  |
| 0.78                         |                            |               |              |                       |
| RSC250 Heavy Duty Corrugated | 24 3/4" x 12 7/8" x 7 1/2" | 250's         | Each         | 0.66                  |
| 0.63                         |                            |               |              |                       |
| Wrapping/Bubbles/Sheets      |                            |               |              |                       |
| Protective Warp (Small)      | 12" x 20" x 1/2"           |               | Each         | 4.75 4.51             |
| Glass Set Dividers           | 1.5 cu ft.                 |               | 12 Holes/Box | 1.75                  |
| 1.66                         |                            |               |              |                       |
| Polystyrene, White           | 1/2" x 24" x 48"           |               | Each         | 2.15 2.04             |
| Polystyrene, White           | 1" x 24" x 48"             |               | Each         | 3.95 3.75             |
| Microfoam Polypropylene Roll | 3/16" x 72"* x 300'        |               | Roll         | 302.60                |
| 287.47                       |                            |               |              |                       |
| Microfoam Polypropylene Roll | 1/8" x 72"* x 450'         |               | Roll         | 290.10                |
| 275.60                       |                            |               |              |                       |
| Urethane 1030 White          | 1" x 24" x 72"             |               | Each         | 6.25 5.94             |
| Urethane 1030 White          | 2" x 24" x 72"             |               | Each         | 12.50 11.88           |
| Bubbleline Shipping Bag      | #3                         |               | Case         | 24.00 22.80           |
| Bubbleline Shipping Bag      | #4                         |               | Case         | 26.00 24.70           |
| Tapes                        |                            |               |              |                       |
| Clear Hot Melt Tape          | 2" x 60yd. 2.6 mil         | 36 Rolls/Case | Roll         | 3.75                  |
| 3.56                         |                            |               |              |                       |
| Clear Hot Melt Tape          | 3" x 60yd. 2.6 mil         | 24 Rolls/Case | Roll         | 5.75                  |
| 5.46                         |                            |               |              |                       |
| Paper                        |                            |               |              |                       |
| Kraft Paper                  | 12" 50                     |               | Roll         | 24.75 23.51           |

|             |        |      |       |       |
|-------------|--------|------|-------|-------|
| Kraft Paper | 18" 50 | Roll | 28.75 | 27.31 |
| Kraft Paper | 18" 70 | Roll | 29.65 | 28.17 |
| Kraft Paper | 24" 50 | Roll | 36.25 | 34.44 |
| Kraft Paper | 30" 40 | Roll | 49.95 | 47.45 |

Shipping

|                  |                  |      |       |       |
|------------------|------------------|------|-------|-------|
| AIR KRAFT BUBBLE | 4" x 8"          | Case | 92.50 | 87.88 |
| AIR KRAFT BUBBLE | 5" x 10"         | Case | 62.50 | 59.38 |
| AIR KRAFT BUBBLE | 6" x 10"         | Case | 64.55 | 61.32 |
| AIR KRAFT BUBBLE | 7 1/4" x 12"     | Case | 32.50 | 30.88 |
| AIR KRAFT BUBBLE | 8 1/2" x 12"     | Case | 36.45 | 34.63 |
| AIR KRAFT BUBBLE | 8 1/2" x 14 1/2" | Case | 43.65 | 41.47 |

Protectors

|                           |               |           |      |             |
|---------------------------|---------------|-----------|------|-------------|
| Plastic Corner Protectors | 1 1/4"        | per 1,000 | Each | 135.00      |
| 128.25                    |               |           |      |             |
| Plastic Corner Protectors | 3/4"          |           | Each | 65.00 61.75 |
| .160 Angleboard           | 2" x 2" x 48" |           | Each | 1.15 1.09   |

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ATTACHMENT 1

\* UPDATED CLAUSES:

Additional Clauses: (See Solicitation FBGT-GG-040001-B for hard text)

- 52.228-5 Insurance – Work on a Government Installation-
- 52.247-3 Capability to Perform a Contract for the Relocation of a Federal Office
- 52.247-5 Familiarization with Conditions
- 52.241-13 Accessorial Services – Moving Contracts
- 52.247-21 Contract Liability for Personal Injury and/or Property Damage
- 52.247-22 Contractor Liability for Loss of and/or Damage to freight other than Household Goods