

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

1. LEASE NUMBER: GS-10B-07157

PART 1 - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 2,012 rentable square feet of office and garage space located in Anchorage, AK for occupancy not later than June 1, 2010 (date) for a term of 10-years/5-years firm. Rentable space must yield a minimum of 1,750 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.
3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS January 15, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 5:00 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within fifteen (15) days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

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

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>2 X / Year</u>	Space <u>Every 5 years</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas <u>Every 3 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>See Janitorial Requirements</u>		

6. OTHER REQUIREMENTS - Offerors should also include the following with their offers:

- The estimated cost to prepare the space for occupancy by the Government and the Offeror's proposed amortization rate for tenant alterations.
- Attachment Sheet Number 1 (Pages 1 - 14)
- Attachment B Certificate of Seismic Compliance (See paragraph 2.B Seismic Safety, page 9 Additional Requirements)
- GSA Form 12000 Pre-Lease Fire Protection and Life Safety
- GSA Form 3517C General Clauses
- GSA Form 3518A Representation and Certifications
- Broker Commission Agreement

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications. GSA reserves the right to make award based on initial offers.

8. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- ☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - ☐ APPROXIMATELY EQUAL TO PRICE
 - ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☐ (Listed in descending order, unless stated otherwise):

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Eastview Business Center 5520 Lake Otis Parkway Anchorage, AK 99507-1714	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S) 103
	c. SQ. FT. RENTABLE 2,402 ^A ABOA 2,402 ^A Common Area Factor 0	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) office/warehouse/ retail

B. TERM


3. To have and to hold, for the term commencing on June 1, 2010 and continuing through May 31, 2020 inclusive. The Government may terminate this lease in whole or in part at any time on or after May 31, 2014, by giving at least 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$50,778.28 (Yrs 1-10) B & C	7. HVAC OVERTIME RATE PER HOUR \$37.50	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) 
6. RATE PER MONTH \$4,231.52 (Yrs 1-10) B & C		

9a. NAME AND ADDRESS OF OWNER (This should be the mailing address only no PO Boxes. Include ZIP code plus 4. If requesting a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

Michael C. Slattery, 

9b. TELEPHONE NUMBER OF OWNER 	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Michael Slattery	11b. TITLE OF PERSON SIGNING Owner
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11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	11d. DATE May 7-2010
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PART III - AWARD (To be completed by Government)

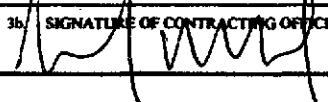
1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) GSA Form 3518A Representations and Certifications, (c) GSA Form 3517C General Clauses, (d) Attachment Sheet Number 1 (Pages 1 - 13), (e) Special Requirements (Pages 1-5), and (g) the following changes or additions made or agreed to by you:

A. Lessor and Government understand that the entire space under this lease is 2,402 RSF and includes 400 RSF of mezzanine-level storage space, which is included in the Lease at no additional cost to the Government. Therefore, rent calculations are based on 2,402 RSF. Rentable and Usable Square Feet are one and the same under this lease.

B. Lessor and Government understand that the Gross rate offered above includes the estimated cost of \$10,000 for tenant improvements, pursuant to the agency's Special Requirements and GSA's Additional Requirements attached hereto. Should the actual cost of improvements exceed \$10,000, the additional scope and cost of which shall be agreed upon in writing between the Lessor and the Government, the Government shall amortize the approved cost over and above the \$10,000 into the gross rent over the 5-year firm term at the annual rate of 7.5%.

C. Gross rent shall be \$50,778.28 annually for years 6-10 of lease, regardless of adjustments made pursuant to paragraph B above. It is understood any and all tenant improvement amortization will be paid off at the end of the 5th year of the lease.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER (Type or Print) ANDREW J MOHL CONTRACTING OFFICER	3b. SIGNATURE OF CONTRACTING OFFICER 	3c. DATE JUN 2 2010
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ADDITIONAL REQUIREMENTS

1. **The Lessor hereby leases to the Government the following described premises:**

A total of 2,402 rentable square feet (RSF) of office and related use space, which yields 2,402 ANSI/BOMA Office Area square feet (USF) of space at 5520 Lake Otis Parkway, Anchorage, AK 99507-1714. (The subject building contains a total of 2,802 RSF/USF, of which 400 RSF/USF mezzanine area is included in the building, but at no additional cost to the Government.)

2. **RENTAL RATE** - Pursuant to Part 2, Section C, Blocks 5 and 6 of the GSA Form 3626, *Amount of Annual Rent and Rate per Month*, the amounts payable on 2,402 ANSI/BOMA Rentable Area is as follows:

<u>Rent Period¹</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
06/01/10 - 05/31/15	\$50,778.28	\$4,231.52
06/01/15 - 05/31/20	\$50,778.28	\$4,231.52

¹Rent for the period of 06/01/10 through 06/30/10 is adjusted pursuant to Paragraph 3 below.

² Full Service Rate per Rentable SF includes all operating costs and taxes.

3. **ADJUSTED MONTHLY RENT PAYMENTS (Application of Commission Credit)** - The commission credit shall be applied in equal monthly amounts against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per the section of the Attachment to RFLP entitled *Broker Commission and Commission Credit*. The monthly rent is \$4,231.52. The full commission is [REDACTED] calculated as follows:

$$\begin{aligned} \$50,778.28 \times 5 \text{ years (firm term)} &= \$253,891.40 \\ \$253,891.40 & \text{ [REDACTED] } \end{aligned}$$

The commission credit is [REDACTED] of the full commission amount, which equates to [REDACTED] calculated as follows:

GSA Credit: \$ [REDACTED]
Studley/LaBonde Credit: \$ [REDACTED]

The monthly rent adjusted for the commission credit is as follows:

<u>Scheduled Rent Period</u>	<u>Scheduled Monthly Rent</u>	<u>Commission Credit</u>	<u>Commission Credit Remaining</u>	<u>Adjusted Monthly Rent Payment</u>
06/01/10 - 06/30/10	\$4,231.52	[REDACTED]	[REDACTED]	[REDACTED]
07/01/10 - 07/31/10	\$4,231.52	[REDACTED]	[REDACTED]	[REDACTED]

4. **OVERTIME HVAC**: There is no charge for Overtime HVAC.

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ATTACHMENT SHEET NUMBER 1 TO LEASE GS-10B-07157

PAGE 2 of 13

5. **OPERATING COST ESCALATIONS AND REAL ESTATE TAXES:** This Lease provides for no cost escalations or tax pass-throughs. Operating cost escalations, real estate tax escalations, parking rates, janitorial services and supplies are inherent within the lease.
6. **PARKING:** At no additional cost to the Government, GSA shall be provided two (2) reserved, outside parking spaces in the open parking area for the exclusive use of official Government fleet vehicles, special use vehicles, employees, and patrons.
7. **TENANT IMPROVEMENTS:** All costs for tenant improvements shall be amortized into the lease rate over the 5-year firm term. Lessor and Government understand that the Gross rate offered above includes the estimated cost of \$10,000 for tenant improvements, pursuant to the agency's Special Requirements and GSA's Additional Requirements. Should the actual cost of improvements exceed \$10,000, the additional scope and cost of which shall be agreed upon in writing between the Lessor and the Government, the Government shall amortize the approved cost over and above the \$10,000 into the gross rent over the 5-year firm term at the annual rate of 7.5%.

The above estimated cost for Tenant Improvements specifically does not include the cost to remove support columns in the garage area to create angle-in parking for the agency. If this is requested by the agency and mutually approved by the Lessor and the Government, the Lessor shall apply the terms of the above paragraph, or the Government may opt to pay this additional cost via lump sum.
8. Tenant requires prompt removal of snow from parking lots as tenant must have access during normal working hours; preferably not later than 6 a.m. for overnight snowfall.
9. Beneficial Occupancy will establish the effective date of the lease.
10. Building requires floor drains in the garage area of the space.
11. See attached FCC Anchorage Requirements (5 pages).

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ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (SEP 1999)

- a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate will be reduced.
- b) The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.
- c) Rental rate shall be reduced by \$3.50 per rentable square foot (RSF), per annum.

FIRE AND CASUALTY DAMAGE (JUNE 2008)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving the Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

BUILDING SHELL REQUIREMENTS (AUG 2008)

- A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.
 - 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
 - 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS).

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