

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

1. LEASE NUMBER  
01B PRL Neg. 04725

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

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 4,480 usable square feet of space located in Milford, MA, for occupancy not later than March 1, 2010, for a term of 10 years, subject to cancellation rights upon 60 day written notice after the 5<sup>th</sup> lease year. The usable space must yield a minimum of 4,480 square feet for use by Tenant for personnel, furnishing, and equipment.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use, and it must be on the third floor or higher.

The Lessor shall provide 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.

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 8<sup>th</sup> 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.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from 7:00 a.m. to 6:00 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. Cleaning shall be done during Tenant's regular business hours.

The Lessor shall complete any necessary alterations within 60 days after receipt of approved layout drawings.

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

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<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 Frequency <u>as needed</u>	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	<input checked="" type="checkbox"/> PAINTING FREQUENCY Space <u>as needed, but not less than every 5 years</u>	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING Frequency <u>as needed, but not less than every 2 years</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Public Areas <u>as needed</u>	

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers:

- A CAD file of the proposed space.
- Lessor shall provide a Tenant Improvement Allowance of \$30,000.00 for the agency improvements to the demised premises. This amount, or any portion used by the Government to alter the space, shall be amortized in the monthly rental payment or paid by lump sum, at the sole discretion of the Government. If amortized in the rent, the Lessor shall be reimbursed by amortizing the actual improvement costs over a period of 60 months at the rate of 8.00% per annum, and this monthly payment shall be added to the rental amount stated in Part II, Section C, below.
- Lessor shall provide on site parking that will allow for at least twenty (20) unreserved surface parking spaces for the tenant agency.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- ☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1995 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

**PART II - OFFER (To be completed by Offeror/Owner)****A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**


5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  100 Medway Road, Milford MA 01757	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)  THIRD (3rd)	b. ROOM NUMBER(S)  301,302,305
	c. RENTABLE SQ. FT. (Common Area Factor is 1.250) 4,480 usf / 5,600 rsf	d. TYPE  Commercial Office

**B. TERM**

To have and to hold, for the term commencing on the date the space is accepted by the Government, to be set by an amendment to the lease, and continuing through a period of ten (10) years, inclusive. The Government may terminate this lease at any time on or after the fifth (5th) year of the lease, by giving at least sixty (60) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

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

7. AMOUNT OF ANNUAL RENT Yrs 1-5: \$119,280.00 Yrs 6-10: \$126,000.00	8. MAKE CHECKS PAYABLE TO (Name and address)  Lessor shall complete the ACH/EFT for attached hereto so that payments are made electronically. Payments shall be made to the owner listed below.
8. RATE PER MONTH Yrs 1-5: \$9,940.00 Yrs 6-10: \$10,500.00	
10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)  Home National Realty Corporation, PO. Box 444, 8 Uxbridge Road, Mendon, MA 01756	
10b. TELEPHONE NUMBER OF OWNER 508.473.2800	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> OTHER (Specify)
12. NAME OF OWNER OR AUTHORIZED AGENT Home National Realty Corporation by Kevin P. Meehan	13. TITLE OF PERSON SIGNING President
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT 	15. DATE 1/13/10
16. OFFER REMAINS OPEN UNTIL: NA.  (Date)	

Kevin P. Meehan

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

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

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


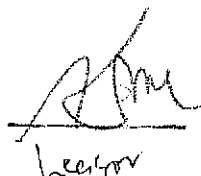
17a. NAME OF CONTRACTING OFFICER (Type or Print) George E. Welch	17b. SIGNATURE OF CONTRACTING OFFICER 	17c. DATE FEBRUARY 10, 2010
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Exhibit A

1. From 3516A Solicitation Provisions
2. Form 3517A General Clauses
3. Form 3518A Representations and Certifications
4. Attachment I Minimum Lease Security Standards
5. Supplemental Lease Requirements Pp 1-8
6. Form 3881 - ACH EFT

Exhibit B

Floor plan, size and location of demised premises at 100 Medway Road, Third Floor, Milford, MA 01757.



George E. Welch

