

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

1. LEASE NUMBER
GS-05B-18573

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 9,164 rentable square feet of space at the Minneapolis-St. Paul Airport, 4300 Glumack Drive, St. Paul, Minnesota; 7,708 rentable square feet at the Lindbergh Terminal and 1,456 rentable square feet at the Humphrey Terminal. Occupancy shall be no later than September 1, 2010 for a term of Four (4) Years/ Four (4) Years Firm. Rentable space must yield a minimum of 9,164 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishings and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS FRIDAY, JULY 16TH, 2010.

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.

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. 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.

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.

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 a.m. to 5 p.m. except Saturdays, Sundays, 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.

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"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING | <input type="checkbox"/> PAINTING FREQUENCY | |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency | Space | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET VACUUMING | Public Areas _____ | |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | | | |

3. OTHER REQUIREMENTS
SEE ATTACHEMENT TO 3626

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 Z65.1-1996 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)

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

| | | |
|--|--|--|
| 5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Minneapolis-St. Paul Airport 4300 Glumack Drive St. Paul, Minnesota, 55450-3002 | 6. LOCATION(S) IN BUILDING | |
| | a. FLOOR(S) 4 | b. ROOM NUMBER(S) SEE EXHIBIT A FOR LIST |
| | c. RENTABLE SQ. FT. 7,708 Lindbergh 1,456 Humphrey | d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE |

B. TERM

To have and to hold, for the term commencing on September 1, 2010 and continuing through August 31, 2014 inclusive. In the event that all commercial passenger airlines cease operations at this airport location, effectively eliminating the need for [REDACTED] presence, the Government shall have the right to cancel the lease with sixty (60) days written notice to Lessor at any time after the date of such cessation of service. 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 \$524,074.20 - 2010 * *RENT WILL BE ADJUSTED ANNUALLY - SEE ATTACHMENT TO 3626 | 9. MAKE CHECKS PAYABLE TO (Name and address) METROPOLITAN AIRPORTS COMMISSION NW - 9227 MINNEAPOLIS, MN 55485-0001 |
| 8. RATE PER MONTH \$43,672.85 - 2010 | |

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.)
METROPOLITAN AIRPORTS COMMISSION, 6040 28th AVENUE SOUTH, MINNEAPOLIS, MINNESOTA 55450-2701

| | |
|--|--|
| 10b. TELEPHONE NUMBER OF OWNER [REDACTED] | 11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify) |
|--|--|

| | |
|---|---|
| 12. NAME OF OWNER OR AUTHORIZED AGENT [REDACTED] | 13. TITLE OF PERSON SIGNING DIRECTOR, COMMERCIAL MANAGEMENT AND AIRLINE AFFAIRS |
|---|---|

| | | |
|--|----------------------------|---|
| 14. SIGNATURE OF OWNER OR AUTHORIZED AGENT [REDACTED] | 15. DATE 8-10-10 | 16. OFFER REMAINS OPEN UNTIL 4:30 P.M. AWARDED <small>(Date)</small> |
|--|----------------------------|---|

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:

- DIAGRAMS OF LEASED PREMISES**
- LIST OF OFFICE NUMBERS**
- ATTACHEMENT TO 3626**
- RENT BREAKDOWN WORKSHEET**
- SUPPLEMENTAL LEASE REQUIREMENTS**

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) JOANNE LADWIG | [REDACTED] | 17c. DATE 8/11/10 |
|--|------------|-----------------------------|

ATTACHMENT 1

PART I. B. 3 Other Requirements:

- (1) Daily janitorial service is required 7 days a week due to 24 hour operation. Time to be arranged with local tenant. No one besides the government can access the space, without the government's permission from the local tenant, due to security concerns.
- (2) Twenty-four (24) hour access to the space required as well as 24 hour utilities.
- (3) Parking is deleted - [REDACTED] will secure parking with parking garage.
- (4) Space and facilities should meet handicapped accessibility.
- (5) Spaces will be taken 'as is' with exception of those noted on Attachment 1 to GSA-3626. Carpet cleaning and touch-up paint as needed.

PART II. A.6. Locations

See attached Exhibit A for space locations

PART II. B. Term

The term of this Agreement shall be four (4) years, commencing on September 1, 2010 continuing through August 31, 2014.

PART II. C. Rental

- (1) The rental rates will be adjusted each January 1st. GSA will be notified, in writing, prior to January 1st of each year the rate change. No interest payments will be due lessor for late increase in rent. Rent checks will be adjusted accordingly after receipt of notice.

SUPPLEMENTAL LEASE REQUIREMENTS FOR SMALL LEASES

1. Location

(b) Parking Requirements. n/a

15. Unit Costs for Adjustments. n/a.

Please add the following language, taken from current lease: [REDACTED] will plan on reactivating telephone lines for phone and wire transmission and use existing electrical. Lessor to be notified if alterations, such as additional electrical power, data, or wall partitioning is needed and will secure permission before proceeding due to temporary rental of space.

Metropolitan Airports Commission

By: [REDACTED]

Its: DIRECTOR
COMMERCIAL MANAGEMENT AND

Date: AIRLINE AFFAIRS

8-10-10

General Services Administration

By: [REDACTED]

Its: [REDACTED]

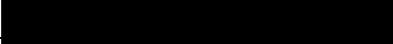
Date: 8/11/10

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Section 1 G.

The figures for line item 26 "Other" include costs for fire protection safety systems, operating of the Lindbergh Terminal loading dock, and administrative costs including employee salaries.

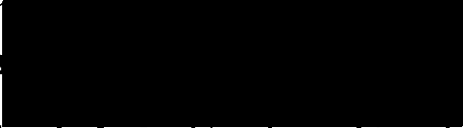
Metropolitan Airports Commission

By: 

Its: DIRECTOR
COMMERCIAL MANAGEMENT AND
AIRLINE AFFAIRS

Date: 8-10-10

General Services Administration

By: 

Its: Class Contracting Officer

Date: 8/11/10