

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

1. LEASE NUMBER
LNH04780

PART I - 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 1,495 rentable square feet of office space and (2) reserved parking spaces located in Salem, NH for occupancy not later than July 1st 2011 for a term of 10 years (5 Firm). Rentable space must yield a minimum of 1,300 of 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 July 27, 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 8 a.m. to 6 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 30 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 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 checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input type="checkbox"/> PAINTING FREQUENCY	
<input type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>2 times a year</u>	Space _____	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Public Areas _____	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Once per year</u>		

6. OTHER REQUIREMENTS

See Supplemental Lease 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.

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.

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):

JJR BRK

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 <i>(Include ZIP Code)</i> Park Place One Stiles Road, Suite 304 Salem, NH 03-79-4804	2. LOCATION(S) IN BUILDING <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> a. FLOOR(S) Third Floor (3rd) </td> <td style="width:50%;"> b. ROOM NUMBER(S) Suite 304 </td> </tr> <tr> <td> c. SQ. FT. RENTABLE <u>1,697</u> ABOA <u>1,476</u> Common Area Factor <u>1.15</u> </td> <td> d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE </td> </tr> </table>	a. FLOOR(S) Third Floor (3 rd)	b. ROOM NUMBER(S) Suite 304	c. SQ. FT. RENTABLE <u>1,697</u> ABOA <u>1,476</u> Common Area Factor <u>1.15</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE
a. FLOOR(S) Third Floor (3 rd)	b. ROOM NUMBER(S) Suite 304				
c. SQ. FT. RENTABLE <u>1,697</u> ABOA <u>1,476</u> Common Area Factor <u>1.15</u>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE				

B. TERM

3. To have and to hold, for the term commencing on July 1, 2011 and continuing through June 30, 2021 inclusive. The Government may terminate this lease in whole or in part at any time on or after June 30 2016, by giving at least 90 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 Year 1 \$55,107.08 Years 2-5 \$56,804.08 Years 6-7 \$44,715.95 Years 8-10 \$46,412.95	7. IIVAC OVERTIME RATE PER HOUR There is no additional charge for overtime IIVAC use.	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i> Mini Realty Trust c/o Joy V. Riddell, Esq. Donahue, Tucker, Ciandella 225 Water Street, Exeter, NH 03833
6. RATE PER MONTH Year 1 \$4,592.26 Years 2-5 \$4,733.67 Years 6-7 \$3,726.33 Years 8-10 \$3,867.75		

9a. 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.)*

Mini Realty Trust, c/o/ Joy V. Riddell Esq., Donahue, Tucker, & Ciandella, 225 Water Street, Excter, NH 03833

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER <i>(Specify)</i>
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11a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i> Joy V. Riddell	11b. TITLE OF PERSON SIGNING Power of Attorney
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11c. SIGNATURE OF AUTHORIZED AGENT [REDACTED]	11d. DATE 5/13/11
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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) Representations and Certifications, (c) the Government's General Clauses, (d) Supplemental Lease Requirements, (e) plans of space offered and the following changes or additions made or agreed to by you:

- 2. Operating Cost Base: \$8,705.61
- 3. Tenant Improvement allowance is \$60,873.66 amortized at 5% for 5 years
- 4. Exhibit A "Consent of Board of Directors"
- 5. 2 parking spaces
- 6. Exhibit B "Demised Leased space"
- 7. Exhibit C "Limited Durable Power of Attorney"
- 8. Amendments 1 & 2
- 9. The following lease inserts:

1. Fire and Casualty. The Lessor hereby agrees that if (a) the "Leased Premises" were to be destroyed during the five (5) year firm term of the lease; and (b) the Park Place Condominium Association elected not to repair and rebuild the building and/or the Unit, then the Lessor under this provision shall reimburse the Government for any and all unamortized Tenant Improvement Allowance.

2. Use of Premises. The Lessor hereby represents and warrants that:

(a) Condition of the Premises. The Building and the Leased Premises are, and will remain during the entire term, in compliance with all applicable laws, rules, regulations, ordinances and local codes, including but not limited to, the Declaration of Condominium Park Place Condominium rules and regulations and applicable insurance policies for the Building and the Leased Premises. The Building and the Leased Premises are, and will remain during the lease term, in compliance with all covenants, conditions and restrictions affecting the Building and the Leased Premises.

(b) Tenant's Use. The current zoning for the Building will allow the Government to use the Premises for the permitted uses set forth in this Lease, including the storage of ammunition on the Leased Premises. The Government's use of the Premises permitted under this Lease will not violate any applicable laws, rules and/or regulations. Lessor will take no actions that will unreasonably or materially affect Government's ability to conduct its normal business operations in the Leased Premises and use the Leased Premises for the purposes permitted herein.

(c) Landlord's Authority. Any individual executing this Lease on behalf of the Lessor is authorized to do so by requisite action of the appropriate board, partnership, trust or other entity, as the case may be. Lessor has good and marketable fee simple title to the Leased Premises, with full right and authority to grant the estate demised herein, and to execute and perform all of the terms and conditions of this Lease.

3. Delivery of Documents. The Lessor hereby represents and warrants that it has delivered to the Government any and all documents in existence as of the date of this lease that encumber and/or affect the building and/or the Unit.

4. Consent of the Board of Directors is attached hereto and incorporated herein as Exhibit A to this lease.

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

[Redacted Signature]

[Redacted Signature]

3c. DATE
5-19-2011

JUR