

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

1. LEASE NUMBER
LME04690

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 2,384 rentable square feet of office space located in Portland, Maine for occupancy not later than February 12, 2011 (date) for a term of five years, two years firm. Rentable space must yield a minimum of 2,167 to a maximum of 2,275 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 November 5, 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 6 a.m. to 6 p.m. Monday through Friday and 6 a.m. to 1 p.m. on Saturday. The building will be closed on 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 60 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>annually</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>annually</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.

\$32,166.00 to include new paint, carpet, ballistic doors and [REDACTED]. All removal and replacement of Tenant's furniture, fixtures and equipment to be included in this price. Coordination of Tenant Improvements by Lessor also to be included in this cost.

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):

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) 100 Middle Street Portland, Maine 04101	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 2 nd	b. ROOM NUMBER(S) 201
	c. SQ. FT. RENTABLE 2,384 ABOA 2,167 Common Area Factor 10%	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on February 12, 2011 and continuing through February 11, 2016 inclusive. The Government may terminate this lease in whole or in part at any time on or after February 11, 2013, by giving at least 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

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 \$70,977.54 (see Rider)	7. HVAC OVERTIME RATE PER HOUR \$0	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) Middle Street Office Tower B Associates LP 100 Middle Street Portland, Maine 04101
6. RATE PER MONTH \$5,914.80		

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.)
 Middle Street Office Tower 13 Associates, LP, 100 Middle Street, Portland, ME 04101

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Robert F. Wade	11b. TITLE OF PERSON SIGNING Manager of General Partner	
11c. [REDACTED]	11d. DATE 6/28/11	

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, and (d) the following changes or additions made or agreed to by you:

- Supplemental Lease Requirements
- Rider to U.S. Government Lease for Real Property
- Attachment 1 to Form 3626 – Minimum Lease Security Standards
- Amendment No. 1 – Green Lease and Energy Efficiency Requirements
- Exhibit A - Floor Plan of Government Space

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) Michael G. Strobel	[REDACTED SIGNATURE]	DATE 27 2011
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RIDER TO U.S. GOVERNMENT LEASE FOR REAL PROPERTY

- 1) Annual Rent: Part II, Sections 5 and 6 of the U.S. Government Lease for Real Property” is hereby amended as follows:

“THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Rent Commencement Date, and payable via Electronic Funds Transfer, rent as follows:

Years 1-2: Annual rent in the amount of \$70,977.54, calculated at the rate of \$29.77 per RSF (of which \$19.00 per RSF is Shell Rent; \$3.56 per RSF is for the Operating Costs Base, and \$7.21 per RSF is for Tenant Improvements), payable in the amount of \$5,194.80 per month in arrears, plus CPI escalations after the first year, if applicable;

Years 3-5: Annual rent in the amount of \$53,783.04, calculated at the rate of \$22.56 per RSF, payable in the amount of \$4,481.92 per month in arrears, plus CPI escalations, if applicable.

Rent for a lesser period shall be prorated on a per diem basis.”

- 2) Broker Commission and Commission Credit: In accordance with paragraph 7 of the Supplemental Lease Requirements “Broker Commission and Commission Credit”, CB Richard Ellis (“CBRE”) is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and CBRE have agreed to a lease commission of [REDACTED] of the firm term value of this lease (“Commission”) to be paid to CBRE. The total amount of the Commission is [REDACTED]. [REDACTED] of this Commission is payable upon lease execution, and the remaining [REDACTED] is payable upon lease commencement.

In accordance with the "Broker Commission and Commission Credit" paragraph, CBRE has agreed to forego [REDACTED] of the Commission (to be paid out of the 2nd half of the Commission) that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The First Month's rental payment of [REDACTED] minus the Commission Credit of [REDACTED] equals an adjusted First Month's rental payment of [REDACTED]

- 3) Tenant Improvement Allowance: Referencing Section 4 “Tenant Improvements” of the Supplemental Lease Requirements, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$32,166.00, to be amortized over two (2) years at an interest rate of 6.5%. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.

INITIALS: RFW
LESSOR

[Signature]
GOV'T

- 4) Tax Adjustments: Referencing Section 9 "Percentage of Occupancy" of the Supplemental Lease Requirements, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 2.52%.
- 5) Operating Costs: Referencing Section 11 "Operating Costs Base" of the Supplemental Lease Requirements, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$8,487.04 (\$3.56 per RSF). The Operating Costs Base shall be subject to annual adjustments as provided in Section 10 of the Supplemental Lease Requirements.
- 6) Vacant Premises: Referencing Section 15 "Adjustment for Vacant Premises" of the Supplemental Lease Requirements, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced by \$2.37 per ANSI/BOMA Square Foot for vacant space (plus CPI escalations, if any) for the entire vacancy period.
- 7) Parking: Together with the leased office space, the Government shall have the right to use four (4) reserved parking spaces at no additional cost.

INITIALS:

RFW
LESSOR

&

MS
GOV'T