

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

1. LEASE NUMBER
LME04704

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 966 rentable square feet of space located in Ellsworth, Maine, for occupancy not later than August 1, 2010, for a term of 10 years with a 5 year firm term. Rentable space must yield a minimum of 840 to a maximum of 876 square feet of ANSI/BOMA Office Area (ABOA) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS ON APRIL 23, 2010.

B. STANDARD CONDITIONS AND REQUIREMENTS

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

- a. 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.
- b. 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.
- 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 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.
- 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 according to applicable Federal, State, and local environmental regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 6:00 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.
- g. The Lessor shall complete any necessary alterations within 80 working 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"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT	<input checked="" type="checkbox"/> PAINTING FREQUENCY
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	LAMPS, TUBES & BALLASTS	Space <u>every 5 years</u>
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Annually</u>	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Public Areas <u>every 3 years</u>
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES			

3. OTHER REQUIREMENTS

- Offerors should also include the following with their offers:
- Attachments A-H
- 3517A, General Clauses
- 3518A, Representations and Certifications
- Online CCR registration
- CAD drawing of suite

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.

RCG
Lessor

MS
Government

4. BASIS OF AWARD

THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSV/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

<p>5. NAME AND ADDRESS OF BUILDING (Include ZIP Code)</p> <p>Willey and Grant Mill Mall 248 State Street Ellsworth, ME 04605-0000</p>	<p>6. LOCATION(S) IN BUILDING</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. FLOOR(S)</td> <td style="width: 50%;">b. ROOM NUMBER(S)</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Suite #2</td> </tr> <tr> <td colspan="2">c. SQUARE FOOTAGE</td> </tr> <tr> <td colspan="2">RSF : 1,000</td> </tr> <tr> <td colspan="2">USF: 850</td> </tr> <tr> <td colspan="2">d. TYPE</td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) _____ </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> WAREHOUSE </td> </tr> </table>	a. FLOOR(S)	b. ROOM NUMBER(S)	1	Suite #2	c. SQUARE FOOTAGE		RSF : 1,000		USF: 850		d. TYPE		<input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) _____		<input type="checkbox"/> WAREHOUSE	
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B. TERM

To have and to hold, for the term commencing on January 10, 2011 and continuing through January 9, 2021 inclusive. The Government may terminate this lease, in whole or in part, at any time on or after January 9, 2016, 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

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.

<p>7. ANNUAL RENT</p> <p>Annual Base: \$0,500.00 8,318.58 <i>MS</i></p> <p>Annual Operating: \$6,500.00</p> <p>Annual Tenant Improvement: \$7,559.82</p> <p>Annual Total: \$22,559.82 7,741.25 <i>MS</i></p>	<p>9. MAKE PAYMENT TO (Name and address)</p> <p>Willey and Grant </p>
<p>8. MONTHLY RENT</p> <p>\$1,879.99</p>	

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.)

Roger G. Grant, Ross E. Grant and Anne W. Grant,

<p>10b. TELEPHONE NUMBER OF OWNER</p> <p></p>	<p>11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING</p> <p><input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)</p>
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<p>12. </p>	<p>13. TITLE OF PERSON SIGNING</p> <p style="text-align: center;">President</p>
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<p>14. </p>	<p>15. DATE</p> <p style="text-align: center;">02-24-2011</p>	
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II - AWARD (To be completed by Government)

RCG
Lessor

MS
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:

Attachment A – Definitions
 Attachment B – Tenant Improvements
 Attachment C – Janitorial
 Attachment D – Operating Costs

Attachment E – Tax Adjustment
 Attachment F – Standard Performance Specifications
 Attachment G – Building Shell Requirements
 Attachment H – Minimum Lease Security Standards

For operating cost escalation purposes, the base cost of services is hereby established at **\$6,500.00 (\$6.50 per RSF)**.

For tax adjustment purposes, the Government's percentage of occupancy is **1.05%**.

The hourly overtime rate for HVAC is **\$0.00 per hour**.

RENT SCHEDULE

Term	RSF	Base Rent	Base Rent/RSF	Operating Rent (Subject to Attachment D of this Lease)	Operating Rent/RSF	Amortized TI	Amortized TI/RSF	Annual Rent Total	Annual Rent/RSF	Monthly Rent Total
Years 1 – 5 1/10/2011 to 1/09/2016	1,000	8,318.50 \$8,500.00	8.32 \$8.50	\$6,500.00	\$6.50	7,741.25 \$7,559.02	7.74 \$7.56	\$22,559.82	\$22.56	\$1,879.99
Years 6 – 10 1/10/2016 to 10/09/2021	1,000	\$9,300.00	\$9.30	\$6,500.00	\$6.50			\$15,800.00	\$15.80	\$1,316.66

Should the Government choose not to use the Tenant Improvement Allowance prior to commence date of this Lease, an amortization rate of 1.00% over prime commercial loan lending rates will be used if and when the Government chooses to use the Allowance.

The Lessor agrees, at it's cost, to complete the following items within 30 days of lease execution:

- Restrooms within space will be made ADA compliant; restroom door opening shall be 32 inches and open 90 degrees. Restroom sink hot water supply and drain will be insulated.
- Air conditioning will be installed and made available within the space.
- Smoke detectors will be installed within the space.
- Additional 4x2 light fixture in ceiling will be installed on entry side of conference room; light to be on same switch as the two other lights in the room.

COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the Aggregate Lease Value of this lease over the firm term. The total amount of the commission is [redacted] (rounded) (Annual Rent for Years one (1) through five (5) of [redacted] multiplied by 2%). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. The Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission (half at lease execution and half at lease commencement) less the Commission Credit to the Broker. The Commission less the Commission Credit is [redacted].

Notwithstanding the Rent Schedule above of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's rental payment of \$1,879.99 (which includes \$708.33 shell rent) minus prorated Commission Credit of [redacted] equals [redacted] adjusted first month's rent.

Second month's rental payment of \$1,879.99 (which includes \$708.33 shell rent) minus prorated Commission Credit of [redacted] equals [redacted] adjusted second month's rent.

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]

17c. DATE
MAR 08 2011