



ALTERNATE #01

SNL is considering an alternative form of financing this project. In lieu of the standard Owner/Contractor contractual arrangement, SNL requests the Contractor to provide an alternate to lease the entire building space for a total of 10 years at a fixed lease rate. Optional years would be priced as indicated herein.

Lease

Base lease amount per square foot \$ _____

Lease maintenance costs per square foot \$ _____

Total monthly Lease rate \$ _____

Total annual lease \$ _____

The lease charge for the subsequent option years shall increase by the escalation factor of 3% to be applied to maintenance only.

MAINTENANCE

The following Maintenance Clause shall be included in the final lease agreement:

Maintenance Repair

- A. All matters regarding maintenance and repairs of the premises and common areas (this includes the site and private access roads), if applicable, shall be referred to:***.

Said individual or higher designee shall be available to receive such contacts during normal working hours.

- B. The Lessor shall provide any pay for all maintenance and repair of the premises, including the building interior, exterior, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in order to keep the same in good repair and tenantable conditions, except for damage resulting from willful abuse or negligence of the Lessee. Lessor shall also take precautions to prevent damage or mishandling to equipment or furniture furnished by the Lessee.

The Lessor shall have the right to enter upon the premises at reasonable time in order to inspect the same and to perform such maintenance and repair, as well as replacement, but this right shall be exercised in a manner that does not unreasonably interfere with Sandia's use of the premises. Lessor agrees to comply with all security regulations of Sandia when on the Premises.

- C. Maintenance, repair and replacement services by the Lessor, in accordance with Paragraph B, including the following:

1. Snow removal and ice control in parking area and sidewalks;
2. Painting of interior and exterior of the building as required for good maintenance practice;
3. Schedule routine preventive maintenance of existing building mechanical, electrical and HVAC systems to minimize breakdown;





4. Repair or replacement of existing building mechanical, electrical and HVAC systems caused by wear and tear during ordinary use of these systems. This includes required relamping of interior and exterior light fixtures;
5. Grounds maintenance including complete grass, tree, and shrub care and clean-up, plus maintenance and repair of automatic underground sprinkler system;
6. Pest control on interior and exterior of building to control ants, insects, rodents, or other common pests to maintain the premises in tenantable condition; and
7. Replacement/repair of exterior and interior worn or failed structural components of the building.

Note: Items 3,5, and 6 shall be performed on a monthly basis. All other services shall be requested by a phone call to the organization delegated to receive such calls for service. Please provide a response time schedule.

