

Juli's notes on AHFC lease draft:

General:

Parking – as per my original notes, we should have some consistency with parking. The justification for rent rate distributed by MP notes the cost of 103 spaces. The lease notes approximately 90 spaces will be included. If the intent is that the lot will have a number of spaces that depends on how we stripe it, we should do something to reconcile these numbers. Possibly use the square footage of the spaces or state “space equivalent to 103 spaces” or “a lot that accommodates up to 103 spaces?”

Exhibits - What are the exhibits? A & B are design plan and timeline, I assume. Exhibit F is the procurement determination; exhibit G is Executive Director's Cost Saving Calculation and Report to Auditor. What are Exhibits C, D and E?

Notes by page:

Page 2:

Is the procurement determination still exhibit F?

First sentence in the paragraph under 1.1 a. has “parking parking garage”?

See note re: specified parking spaces above.

Page 3:

In c. 1. Should “to and from different space” be “to and from the Interim Space?”

Should we change payment method to state that payments will be made by check, as per the initial lease and PV's assertion that the state doesn't pay by wire transfer? I had originally brought this up because I wanted to have the ability to pay electronically IF it was mutually agreeable to both parties and we moved to paperless in the future. I didn't get the impression when we talked that MP was hard over on this issue and figure it's not worth arguing about it if he's not.

Page 4:

Is it Exhibit G?

2. ADA COMPLIANCE – paragraph 3- there is a double “and” after “alterations,” on the first line

Page 5:

Should we specify that the \$5 million is for tenant improvements and also specify that the total amount for TI should not exceed \$### per sf?

Page 8 & 9:

Sections 9-15 use the phrase “are described in Exhibit “A” and Exhibit “B”” while the previous sections state “are detailed in Exhibit “A” and Exhibit “B””. The wording should be consistent.

Page 10:

Sections 19 and 21 use the phrase “identified in Exhibit “A” and Exhibit “B”” – should this be consistent with other sections?

I don’t understand section 21 – is it saying that we reserve the right to affix signs that don’t do structural damage, but the landlord has to approve them first? That seems contradictory to me.

Page 15, section 36 uses the phrase “addressed in Exhibit “A” and Exhibit “B”” – should this be consistent with other sections?