

LEASING OPPORTUNITY

Gateway National Recreation Area

Flatbush Avenue Golf Driving Range and Jacob Riis Park Golf Course

EXHIBIT C: Sample Lease



LEASE

between

**UNITED STATES OF AMERICA
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

[INSERT NAME OF LESSEE HERE]

for the Premises known as

Flatbush Avenue Golf Driving Range and Jacob Riis Park Golf Course

NPS Lease# L-GATE-[Lease Number]-2025

Table of Contents

Section 1. DEFINITIONS	1
1.1 Additional Rent	1
1.2 Alterations	1
1.3 Applicable Laws.....	1
1.4 Approved Costs	1
1.5 Annual Rent.....	1
1.6 Assignment	1
1.7 Commencement Date	2
1.8 Compliance Review	2
1.9 Construction Documents.....	2
1.10 Encumbrance	2
1.11 Expiration Date.....	2
1.12 Fixtures	2
1.13 Force Majeure.....	2
1.14 Hazardous Materials.....	2
1.15 Hazardous Materials Occurrence	3
1.16 Historic Property	3
1.17 Improvements.....	3
1.18 Initial Improvements	3
1.19 Interest Rate.....	3
1.20 Inventory and Condition Report	3
1.21 Lease Term	3
1.22 Lease Year.....	3
1.23 Notice of Default.....	3
1.24 NPS 28.....	3
1.25 Park Area	3
1.26 Part 18.....	3
1.27 Personal Property	3
1.28 Pre-existing Hazardous Materials.....	3
1.29 Premises.....	4
1.30 Preservation Maintenance Plan.....	4
1.31 Rent.....	4
1.32 Rent Offset.....	4
1.33 Secretary’s Treatment Standards	4

1.34	Sublease	4
1.35	Termination Date.....	4
Section 2.	LEASE OF PREMISES	4
2.1.	Lease of Premises; Reservation of Rights.....	4
2.2.	Waiver of Claims	5
2.3.	Easements	5
2.4.	Ownership of the Premises	5
2.5.	Historic Property	5
Section 3.	ACCEPTANCE OF THE PREMISES	6
3.1.	“As Is” Condition of the Premises	6
3.2.	Lessee’s Due Diligence	6
3.3.	Inventory and Condition of Premises.....	6
Section 4.	LEASE TERM AND ABANDONMENT	6
4.1.	Lease Term.....	6
4.2.	Abandonment.....	6
Section 5.	RENT	7
5.1.	Net Lease and Rent Payments.....	7
5.2.	Annual Rent	7
5.3.	CPI Adjustment.....	7
5.4.	Percentage Rent	7
5.5.	Rent Reconsideration.....	7
5.6.	Excusal of Rent.....	8
5.7.	Rent Offsets	8
Section 6.	USES OF PREMISES	9
6.1.	Authorized Uses.....	9
6.2.	Changes to Authorized Uses	9
6.3.	Compliance with Applicable Laws	10
6.4.	Prohibited Uses	10
6.5.	Site Disturbance.....	10
6.6.	Protection of Cultural and Archeological Resources.....	10
6.7.	Signs	11
6.8.	Permits and Approvals.....	11
6.9.	Alterations	11
6.10.	Public Health Protection.....	11
6.11.	Smoking	11
6.12.	Trash Removal and Pest Control.....	11

6.13. Disaster Preparedness Plan.....	12
6.14. Operating Plan	12
Section 7. RECORDS AND AUDITS.....	12
Section 8. INITIAL IMPROVEMENTS BY LESSEE	12
Section 9. CONSTRUCTION APPROVAL.....	13
9.1. In General.....	13
9.2. Delay Caused by Force Majeure	13
9.3. Utilities During Construction	14
9.4. Site Inspection.....	14
9.5. Approval of Construction	14
9.6. Construction Documents	14
9.7. General Scope of Lessor’s Review	14
9.8. Changes to Approved Construction Documents.....	15
9.9. Special Considerations for Historic Property.....	15
9.10. Evidence of Adequate Funds.....	15
9.11. Notice to Proceed.....	15
9.12. Construction Completion Procedures	15
9.13. Lessor’s Right to Utilize Construction Documents	16
Section 10. MAINTENANCE AND REPAIR.....	17
10.1. Lessee’s Responsibilities.....	17
10.2. Maintenance Plan.....	17
10.3. Preservation Maintenance Plan	17
10.4 Maintenance Reserve Account	18
10.5. Alterations to the Premises for Maintenance and Repair Obligations	19
Section 11. UTILITIES	19
Section 12. HAZARDOUS MATERIALS	19
Section 13. INSURANCE AND INDEMNIFICATION.....	20
13.1. Insurance During the Lease Term	20
13.2. Insurance Requirements Modification	20
13.3. Disposition of Insurance Proceeds	20
13.4. Inadequate Insurance Coverage	20
13.5. Indemnification of Lessor.....	20
Section 14. DAMAGE OR DESTRUCTION	21
14.1. Damage or Destruction; Duty to Restore.....	21
14.2. No Termination; No Effect on Rental Obligation	21

Section 15. LIENS	21
15.1. No Power in Lessee to Create	21
15.2. Discharge of Liens by Lessee.....	21
15.3. No Consent or Request by Lessor	22
Section 16. ASSIGNMENTS AND ENCUMBRANCES	22
16.1. Assignments.....	22
16.2. Encumbrances.....	22
Section 17. DEFAULTS AND LESSOR’S REMEDIES.....	22
17.1. Termination for Default.....	22
17.2. Bankruptcy.....	22
17.3. No Waiver.....	23
17.4. Lessor’s Right to Cure Defaults	23
Section 18. SURRENDER AND HOLDING OVER.....	23
18.1. Surrender of the Premises.....	23
18.2. Holding Over	23
Section 19. NONDISCRIMINATION AND EMPLOYMENT LAWS	24
Section 20. NOTICES.....	24
Section 21. GENERAL PROVISIONS	24
EXHIBIT A: Inventory and Condition Report	28
EXHIBIT B: Insurance Requirements	29
EXHIBIT C: Maintenance Plan.....	31
EXHIBIT D: Preservation Maintenance Plan	32
EXHIBIT E: Lease Premises.....	33
EXHIBIT F: Plans, Drawings, and Specifications.....	34

THIS LEASE (Lease) is entered into by and between the United States of America (Lessor), acting through the National Park Service (NPS), an agency of the United States Department of the Interior, and _____(Lessee).

WITNESSETH THAT:

WHEREAS, the NPS administers Gateway National Recreation Area (Park Area) as a unit of the National Park System in accordance with the NPS Organic Act, Act of Aug. 25, 1916, ch. 408, 39 Stat. 535, codified as amended in scattered sections of 54 U.S.C.; other laws applicable generally to units of the National Park System; and any laws applicable specifically to Gateway National Recreation Area;

WHEREAS, the Park Area contains property that has been determined suitable for leasing under Part 18 of Title 36 of the Code of Federal Regulations;

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of their mutual promises, the Lessor and the Lessee hereby agree as follows:

Section 1. DEFINITIONS

In this Lease, the following terms (whether appearing in the singular or plural form) have the following definitions:

1.1 **Additional Rent** means all forms of Rent required by this Lease other than the Rent required by Section 5.

1.2 **Alterations** means any construction, modifications, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, other than Initial Improvements.

1.3 **Applicable Laws** means all present and future law or legal authority, including statutes, ordinances, regulations, and administrative or judicial orders or determinations, enacted, promulgated, or issued by federal, state, or local governmental entities or agencies having lawful jurisdiction over the Premises or the Lessee, that apply to and govern the Premises or the Lessee's activities on the Premises.

1.4 **Approved Costs** means costs (including, without limitation, General and Administrative Costs), approved by Lessor as being no higher than those prevailing in the locality of the Premises as required for the construction of Initial Improvements or Alterations.

1.5 **Annual Rent** means the annual fixed rent to be paid to the Lessor by the Lessee under Section 5 of this Lease.

1.6 **Assignment** means the transfer, whether it is direct or indirect, voluntary or by operation of law, of the Lessee's leasehold estate or the Lessee's rights under this Lease in whole or part. Such transfer may be designated as a sale, conveyance, or assignment. The sale, conveyance, or assignment (including by consolidation, merger, or reorganization) of a controlling interest in the Lessee (if such entity is a

corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, is an Assignment. For a corporate entity, the term “controlling interest” means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, “controlling interest” means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.7 **Commencement Date** means the first day of the Lease term as stated in Section 4 of this Lease.

1.8 **Compliance Review** means the process by which the Lessor undertakes legally required review of plans and specifications to ensure proposed Improvements comply with Secretary’s Treatment Standards, National Environmental Policy Act (NEPA), 42 U.S.C. §4321 et seq. and, Section 106 of the National Historic Preservation Act (Section 106), 16 U.S.C. §470f), NPS 28, and any conditions that may be imposed through the operation of other Applicable Laws. Compliance Review must be completed prior to NPS authorization of a project and may result in stipulations and/or project modifications that must be incorporated into the project to authorize implementation.

1.9 **Construction Documents** means all drawings, plans, specifications, or other documents that describe a proposed Improvement to the Premises in sufficient detail to enable the Lessor to approve construction of the Improvement.

1.10 **Encumbrance** means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee’s leasehold estate, some or all of the Lessee’s interests or rights under this Lease, or the Premises themselves.

1.11 **Expiration Date** means the last day of the Lease Term as stated in Section 4 of this Lease.

1.12 **Fixtures** means items of personal property of independent form and utility necessary for the basic functioning of the Premises that are affixed to and considered to be an irremovable part of the Premises such that title is with the Lessor as real property once installed. Fixtures do not include removable trade fixtures.

1.13 **Force Majeure** means an act, event, or condition that can be neither anticipated nor controlled and that objectively prevents the Lessee from performing one or more of its obligations under this Lease. The term “Force Majeure” does not include any act, event, or condition that the Lessee reasonably may anticipate or control; it does not include market conditions, economic conditions, or the Lessee’s financial inability to perform its obligations under this Lease; and it does not include changes in Applicable Laws, except that the Lessor may determine that it includes an order issued by a governmental entity with jurisdiction over the Premises that prevents the Lessee’s use or occupancy of the Premises for the authorized purposes set forth in Section 6.1 of this Lease.

1.14 **Hazardous Materials** means any material or other substance: (a) that requires investigation, correction, or abatement under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant, under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) that contains radon gas. The term Hazardous Materials as used in this Lease includes

Pre-existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.15 **Hazardous Materials Occurrence** means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any Hazardous Materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.16 **Historic Property** means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.17 **Improvements** means permanent additions to the Premises that increase its value or utility or enhance its appearance, regardless of who makes the additions. The term “Improvements” includes both Alterations and Initial Improvements.

1.18 **Initial Improvements** means any construction, modification, rehabilitation, reconstruction, or restoration of the Premises, or installation of Fixtures thereto, that the Lessee is required to make upon commencement of this Lease in accordance with Section 8.

1.19 **Interest Rate** means the percentage of interest charged based on the Current Value of Funds to the United States Treasury that is published annually in the “Federal Register” or successor publication.

1.20 **Inventory and Condition Report** means the document attached to this Lease as Exhibit A that describes (a) the Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use and (b) the condition of the Premises, including Personal Property owned by the Lessor, as of the Commencement Date.

1.21 **Lease Term** means the term of this Lease as stated in Section 4 of this Lease.

1.22 **Lease Year** means a year of the Lease Term. The first Lease Year will commence on the Commencement Date and will end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year will commence on the next day following the expiration of the preceding Lease Year and will end on the expiration of the twelfth full calendar month following thereafter or on the last day of the Lease Term, whichever occurs first.

1.23 **Notice of Default** means an instrument in writing from the Lessor to the Lessee providing notice of that the Lessee is in default of the Lease.

1.24 **NPS 28** means the National Park Service document entitled “Cultural Resource Management Guideline,” which is hereby made a part of this Lease by reference.

1.25 **Park Area** means Gateway National Recreation Area.

1.26 **Part 18** means Part 18 of Title 36 of the Code of Federal Regulations.

1.27 **Personal Property** means all furniture, trade fixtures, equipment, appliances, supplies, inventory, and any other movable things subject to ownership placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.28 **Pre-existing Hazardous Materials** means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other lands or waters within the Park Area prior to the Commencement Date of this Lease.

1.29 **Premises** means the real property of the Park Area that is described in Section 2 of this Lease, including all Improvements thereon as of the Commencement Date and all Improvements made to the Premises during the term of this Lease by either party. For the purposes of this Lease, “Premises” also includes any Personal Property owned by the Lessor that is made available to the Lessee for the Lessee’s use under this Lease.

1.30 **Preservation Maintenance Plan** means a document that sets forth a plan for the Lessee’s repair and maintenance of Historic Property.

1.31 **Rent** means the rent to be paid to the Lessor by the Lessee, as described in Section 5 of this Lease, and any Additional Rent this Lease may require.

1.32 **Rent Offset** means deductions or adjustments to Annual Rent which Lessee may make pursuant to Section 5 hereof.

1.33 **Secretary’s Treatment Standards** means the Secretary of the Interior’s Treatment Standards for Historic Property, codified at 36 C.F.R. pt. 68, which are hereby incorporated into and made a part of this Lease by reference.

1.34 **Sublease** means an agreement under which the Lessee transfers to a person or entity (a Sublessee) the right to possession to a portion or all of the Premises.

1.35 **Termination Date** means the date when this Lease is terminated or cancelled in accordance with its terms prior to the Lease’s Expiration Date.

Section 2. LEASE OF PREMISES

2.1. Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, upon and subject to the covenants and agreements contained in this Lease, the Premises described as follows:

The premises are comprised of two locations and are shown in Exhibit E: Lease Premises, they include:

The Jacob Riis Park Golf Course: Located at 155th Street, Rockaway Park, NY. The facilities at Jacob Riis Park are part of the Jacob Riis Park Historic District and include a par 3 18-hole Pitch and Putt golf course, practice area, a service building, a gazebo, and an approximately 221 SF Starter Building. The course area is approximately 21.6 acres and includes irrigation and electric infrastructure.

The Flatbush Avenue Driving Range: Located at 3200 Flatbush Avenue, Brooklyn, NY, approximately 1 mile from Exit 11S on the Belt Parkway is Brooklyn’s only full-size driving range. The driving range is located on the southbound side of Flatbush Avenue, next to the Gateway Marina. The driving range facilities include 71 tees (20 covered and heated tees), an approximately 1,000 SF pro shop facility, an approximately 951 SF maintenance building, putting area, miniature golf course, and a few small buildings used for related services.

(b) Subject to all Applicable Laws and all easements, rights-of-way, liens or other encumbrances, or other matters of public record affecting the Premises;

(c) Excepting and reserving to the Lessor the right, at reasonable times and, except in case of emergency or health and safety inspections, following advance notice to the Lessee, (i) to enter onto the Premises, or to authorize other governmental entities, public or private utilities, or persons to enter upon the Premises, when necessary to administer this Lease or the Park Area, or (ii) to restrict access to or close the Premises to protect public health or safety or Park Area resources; and

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights appurtenant to the Premises.

(e) Excepting and reserving to the Lessor the right, following advance notice to the Lessee, to suspend the right to use and occupy the Premises and abate Annual Rent for the duration of the suspension, unless otherwise prohibited by Applicable Law, in the event of any federal government shutdown, or as the result of any federal declaration, or federal order applicable to the NPS or the Park Area until such time as the Lessor has notified the Lessee in writing that use and occupancy of the Premises may resume;

(f) Excepting and reserving to the Lessor the right, in case of emergency, to implement any safety and/or operational measures or plans in connection with emergency evacuations (whether ordered by federal, state, or municipal authorities, including the National Weather Service) until such time as the Lessee is notified by Lessor in writing that such measures or plans may be relaxed or discontinued;

(g) In the event of any emergency, the Lessee will be required to implement and enforce or otherwise comply with any safety and operations plans in connection with evacuations (related to pending storms or other conditions that Lessor has determined present imminent life safety concerns) determinations made by NPS until such time as the Lessee is notified by Lessor in writing that such measures may be relaxed or discontinued.

2.2. Waiver of Claims

The Lessee hereby waives all claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions to manage or protect the Park Area's resources and visitors.

2.3. Easements

The Lessee may not grant any type of easement or right-of-way affecting the Premises. The Lessor may grant such rights-of-way for utilities as the Lessee may require in connection with the use and occupancy of the Premises.

2.4. Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises or Improvements thereon. Title to the Premises and Improvements at all times is with, and will remain solely with, the Lessor.

2.5. Historic Property

The Premises (or portions of the Premises) are Historic Property. Historic Property must be preserved and maintained in accordance with the Secretary's Treatment Standards as identified in 36 C.F.R. Part 68, and as may be further identified in the approved plans and specifications, and any stipulations identified in

connection with the Compliance Review.

Section 106 of the National Historic Preservation Act (recodified at 54 U.S.C. § 306108) requires all projects that may alter the historic portions of the Premises to be reviewed for conformance with these standards. Compliance may require the Lessee to submit formal plans and specifications. Such submittals shall be coordinated as directed by the Lessor in consultation with the New York State Historic Preservation Office. Such review may include interior changes which include modifications to the layout of the Premises. The cost of any such compliance process as well as the costs of plan review shall be borne by the Lessee.

Section 3. ACCEPTANCE OF THE PREMISES

3.1. “As Is” Condition of the Premises

The Lessee agrees to lease the Premises in their existing “as is” condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters, including any characteristics of the Premises or Improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee’s use and occupancy of the Premises, or Hazardous Materials on or in the vicinity of the Premises.

3.2. Lessee’s Due Diligence

Prior to entering into this Lease, the Lessee, in the exercise of due diligence, has made a thorough, independent examination of the Premises and all matters relevant to the Lessee’s decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee’s needs.

3.3. Inventory and Condition of Premises

In the exercise of its due diligence, the Lessee has taken into account the current condition of the Premises and acknowledges the “as-is” condition. The Lessor makes no representation as to the conditions or inventory of the Premises.

Section 4. LEASE TERM AND ABANDONMENT

4.1. Lease Term

The Lease Term will be a period of _____ () years commencing on _____ (Commencement Date) and expiring on _____ (Expiration Date) or ending on such earlier date as this Lease may be terminated in accordance with its terms (Termination Date); provided, however, that if the Lessee fails to timely complete Initial Improvements in accordance with the Construction Documents, this Lease will be for a term of ____ () years, expiring on _____ unless terminated earlier in accordance with its terms.

4.2. Abandonment

The Lessor may determine that the Lessee is in default of this Lease for abandoning the Premises. Occupancy is not required if the Lessor determines it is infeasible because of the construction of Improvements or a Force Majeure.

Section 5. RENT

5.1. Net Lease and Rent Payments

(a) All Rent will be absolutely net to the Lessor without any abatement, deduction, counterclaim, set-off or offset, except as may be provided for in accordance with the terms of this Lease. The Lessee must pay all costs, expenses, charges, and impositions of every kind and nature relating to the Premises, including all taxes and assessments.

(b) The Lessee must pay all Rent payments electronically or by other means as directed by the Lessor. Interest at the Interest Rate will automatically accrue on overdue Rent payments in accordance with Applicable Laws. The Lessor may also impose penalties for late Rent payments in accordance with Applicable Laws.

5.2. Annual Rent

During the Lease Term, the Lessee must pay to the Lessor Annual Rent for the Premises in the aggregate annual amount of (\$) (as adjusted for CPI if provided below) payable in advance in equal monthly installments on the first day of each calendar month.

5.3. CPI Adjustment

The Annual Rent will automatically increase effective as of the beginning of the second Lease Year and annually thereafter during the Lease Term to reflect the proportionate cumulative increase in the CPI, if any, during the previous Lease Year. For purposes of this section, CPI means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index designated by the Lessor, that shows changes in consumer prices in the locale of the Park Area.

5.4. Percentage Rent

(a) In addition to Annual Rent, the Lessee must pay to the Lessor as "Percentage Rent" an amount of money equal to % of the Gross Revenues for the preceding month of the Lease Term. The Percentage Rent will be due on a monthly basis at the end of each month of the applicable Lease Year during the Lease Term and must be paid by the Lessee within fifteen (15) calendar days after the last day of the applicable month.

(b) Gross Revenues Defined

Gross Revenues means the entire amount of the Lessee's revenues (and the revenues of any Affiliate of the Lessee) derived from this Lease, and any Sublessee's revenues derived from any Sublease, such amount as determined in accordance with generally accepted accounting principles consistently applied. Also included in Gross Revenues are receipts from all mechanical or other vending devices placed on the Premises by the Lessee or under authority from the Lessee. As used in this section, the term "Affiliate of the Lessee" means any person or entity directly or indirectly controlling, controlled by, or under common control with the Lessee, or, any entity owned in whole or part, directly or indirectly, by the Lessee.

5.5. Rent Reconsideration

(a) The Rent required by this Lease is subject to adjustment at the request of the Lessor or the Lessee after the end of the __, __ and __ Lease Years of this Lease in order to maintain the Rent under this Lease

in an amount and structure consistent with “fair market value rent.” “Fair market value rent” for the purposes of this section means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the Premises, under the terms and conditions of this Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with the Lessor and the Lessee each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. Once the “fair market value rent” is adjusted, the amount will be subject to the provisions of Section 5.3 above.

(b) Within sixty (60) calendar days after the applicable Lease Year, either the Lessor or the Lessee may request a Rent adjustment by providing written notice to the other party. Within thirty (30) calendar days after providing or receiving a written request for a Rent adjustment, the Lessor will, as applicable, either submit an appraisal request to the Department of the Interior’s Appraisal and Valuation Services Office, or its successor, for an appraisal to determine the “fair market value rent” of the Premises, or initiate a market study or other valuation process allowed for under NPS policy to determine “fair market value rent.” The Lessee is responsible for the cost of any appraisal initiated in connection with same. Regardless of the method used to determine “fair market value rent,” the determination must take into consideration any restrictions on the use of the Premises or terms of the Lease that limit the value and/or the highest and best use of the Premises; any past Improvements constructed or installed by the Lessee prior to Rent adjustment, with the Lessor’s approval, and consistent with the terms of this Lease; and, any future Improvements to be constructed or installed by the Lessee after Rent adjustment .

5.6. Excusal of Rent

In the event of a Force Majeure, the Lessor may excuse the Lessee from its obligation to pay [Rent; Annual Rent; Percentage Rent] for a period of time that the Lessor deems appropriate under the circumstances.

5.7. Rent Offsets

(a) Upon written consent from the Lessor, the Lessee may offset approved design and construction costs of Initial Improvements against Annual Rent in accordance with the requirements of Sections 8 and 9 of this Lease. The amount of Rent Offset, if approved, shall be those costs for Improvements as identified in the Lessee’s final construction documents approved by Lessor and the mutually agreed upon Class B Cost Estimate, subject to the terms and conditions of Sections 8 and 9 of this Lease and as provided in Exhibit F of this Lease. Changes to approved construction documents are not eligible for Rent Offset unless approved by Lessor.

(b) Upon written consent from the Lessor, the Lessee may offset approved design and construction costs of post-occupancy Improvements against Annual Rent in accordance with the requirements of Sections 8 and 9 of this Lease. The amount of Rent Offset, if approved, shall be the cost of the Improvement as identified in Lessee’s construction documents as approved by Lessor and the mutually agreed upon Class B Cost Estimate and as subsequently supported by evidence of costs and payments that in the Lessor’s reasonable determination is necessary to evaluate and ascertain post-occupancy Improvement costs proposed for Rent Offset. Changes to approved construction documents for post-occupancy Improvements are not eligible for Rent Offset unless approved by Lessor.

(c) Costs related to unforeseen site conditions will be reviewed by Lessor for determination of eligibility for Rent Offset.

(d) Improvements eligible for Rent Offset do not include Personal Property or removable trade fixtures.

(e) Improvements made post-occupancy that are eligible for Rent Offset must be permanent, beneficial to the Lessor, apply only to the Premises, and be demonstrably commensurate with prevailing costs.

(f) Improvements made post-occupancy that are eligible for Rent Offset must be directly related to the repair, rehabilitation, or improvement of structural and architectural features of the Premises and which are permanently affixed thereto.

(g) Lessor reserves the right to request and inspect evidence of costs and payments, including but not limited to invoices, statements, receipts, cancelled checks, or other documentation that in the Lessor's reasonable determination is necessary to evaluate and ascertain costs proposed for Rent Offset.

(h) Lessor reserves the right to inspect and approve the installation and materials of all Improvements.

(i) Approved costs for Rent Offset may be applied only against Annual Rent.

(j) Except as otherwise provided in this Lease, the Lessee shall have no right or claim to compensation or reimbursement of any kind in the event of Assignment, termination, or expiration of this Lease.

Section 6. USES OF PREMISES

6.1. Authorized Uses

The Lessee may use the Premises only for the following purposes:

The premises may be used as a driving range, practice green and mini golf complex at the facilities located on Flatbush Avenue and as a Pitch and Putt golf course at the facilities located at Jacob Riis Park.

Lessee's activities on the Premises shall be subject to the Lessor's general inspection and to such non-discriminatory directives regarding ingress, egress, safety, sanitation, and security as may be prescribed by the Lessor from time to time.

Authorization to conduct the activities described herein may be immediately revoked, suspended, or terminated by the Lessor without penalty for the Lessee's failure to comply with life, health, and/or safety considerations identified by the Lessor, including but not limited to COVID-19 or other emergent safety conditions.

Authorization to use the Premises or to make any related Improvements in accordance with Sections 8 and 9 of this Lease are subject to NPS Compliance Review as more fully described in Section 2.5.

6.2. Changes to Authorized Uses

The Lessee may not use the Premises for a purpose other than the purposes described in Section 6.1 above without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve a requested change to authorized uses only if the Lessor has determined that the proposed use is consistent with all Applicable Laws, including Part 18 and the Park Area's General Management Plan, and that the use will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

Furthermore, the Lessor reserves the right to modify the lease and restrict or exclude use of the Flatbush Avenue Driving Range and related facilities based on the results of environmental surveys or assessments that Lessor intends to conduct in the area at some point during the lease term. In the event the Lessor determines use of the Driving Range and related facilities must be restricted or entirely prohibited, the lease will be amended, and rent will be adjusted to account for any modification of the lease Premises based on subsequent restrictions or prohibitions on use.

6.3. Compliance with Applicable Laws

The Lessee must comply with all Applicable Laws in its use and occupancy of the Premises.

The Lessor retains the right to inspect the Premises at any time during the Lease Term to ensure compliance with the negotiated Lease agreement, park regulations, and public laws. Additionally, the Lessee is required to submit to and comply with the results of a complete federal health and sanitary inspection to the reasonable satisfaction of the Lessor before any proposed food service may begin operations.

NPS requires that any repairs or improvements to premises comply with the 2024 International Building Code and 2023 NFPA 70 (NEC), per National Park Service requirement, including the 2024 ICC Codes. The more stringent requirement will be used in the event there is a conflict between the 2024 IBC and the NY UCC requirements.

The cost of any such compliance process as well as the costs of plan review, code review, construction inspections, and any permitting required shall be borne by the Lessee.

6.4. Prohibited Uses

In no event may the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property, or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode; that otherwise harms the health or welfare of Park Area resources or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

6.5. Site Disturbance

The Lessee may not cut any timber or remove any other landscape features of the Premises such as shrubs or bushes without the Lessor's prior written approval. The Lessee may not conduct mining or drilling operations, remove sand, gravel, or similar substances from the ground, or commit waste of any kind on the Premises.

6.6. Protection of Cultural and Archeological Resources.

The Lessee must ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee must be promptly reported to the Lessor. The Lessee must cease work or other disturbance, which may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.7. Signs

The Lessee may not post signs on the Premises of any nature without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor will specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.8. Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee is solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.9. Alterations

The Lessee may not make any Alterations of any nature to the Premises without the Lessor's prior written approval.

6.10. Public Health Protection

The Lessee agrees to adhere to Director's Order - 83A, Public Health Protection and Disease Prevention, as well as Reference Manual-83A, Public Health and Prevention, for all public health matters related to the leased premises. In order to ensure compliance with applicable laws and regulations, the public health consultant will conduct inspections, including those by USPHS Commissioned Corps Officers. These inspections will focus primarily on water and wastewater systems. Additionally, Food Safety Surveys (FSS) will be conducted, typically twice a year, to minimize the risk of foodborne illness. These surveys will follow the latest U.S. Food and Drug Administration Food Code, using it as the minimum standard for operational and performance evaluation. The Lessee is required to comply with the NPS Food Establishment Plan Review process for any modifications to the food establishment.

The Lessee is responsible for the maintenance of grease traps and other kitchen equipment and must ensure all inspection reports and cleaning logs are maintained and available on-site throughout the Lease term. The Lessee must report all public health emergencies or outbreaks immediately to the designated public health consultant for appropriate action.

6.11. Smoking

Smoking or use of electronic vaping devices is prohibited in all interior spaces of the Premises and at any location designated as non-smoking by the Lessor.

6.12. Trash Removal and Pest Control

a) The Lessee is solely responsible for removal and proper disposal of all trash generated on or within the Premises. Lessor may require Lessee to coordinate trash removal for consistency with the existing schedule. Lessor may identify an area near the Premises to be used by Lessee for trash collection and removal. Trash removal must be scheduled on a frequent and consistent basis. Lessor reserves the right to make any determination as to the effectiveness of trash removal, including the right to require additional trash removal and disposal at Lessee's cost and expense. Lessee must identify the manner by which trash removal will be managed, including the number and location of all trash and recycling bins, the logistics

for emptying bins, the trash removal, and the separation and processing of recyclable materials.

b) Lessee must provide a proactive and preventive pest control plan, including but not limited to monthly inspection of the Premises. The Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. Pest control plans must consider products, services, and methods that limit negative environmental impacts.

6.13. Disaster Preparedness Plan

The Lessee must submit a Disaster Preparedness Plan to the Lessor. The Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time.

6.14. Operating Plan

The Lessee must submit to the Lessor an Operating Plan. The Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time.

Section 7. RECORDS AND AUDITS

The Lessee must provide the Lessor and its agents and affiliates, including the Comptroller General of the United States, access to all books and records of Lessee relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee must keep and make available to the Lessor these books and records at a location on the Premises or within the locale of the Park Area. The Lessee must, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including, but not limited to, gross revenue, operating expenses, power consumption, emissions, maintenance reserves, and all information regarding Lessee's Disaster Preparedness Plan, Maintenance Plan, and Preservation Maintenance Plan. Additionally, Lessee must, if requested by Lessor, provide information and data regarding:

- i. Cost and expenditure detail associated with repair and maintenance projects; and
- ii. Copies of all warranties, which must be transferrable to the United States, and all manuals and maintenance schedules provided by the manufacturer.

Section 8. INITIAL IMPROVEMENTS BY LESSEE

As a condition of this Lease and in accordance with Section 9 below, the Lessee must commence and engage diligently in the construction of the following Initial Improvements in accordance with Construction Documents approved by the Lessor. The Lessee must commence the construction of the Initial Improvements by _____ and must complete construction by _____:

[Describe the Initial Improvements to be constructed. The description should be as detailed as possible and include a completion schedule or phasing schedule where applicable.]

In the event Lessor undertakes any Improvements to the Premises, the cost shall be borne solely by the Lessee and shall be considered Additional Rent, and as such may be eligible for Rent Offset. Any Improvements to the Premises shall become the property of the United States.

As a condition of this Lease and in accordance with Section 9 below, the Lessee must commence and engage diligently in the construction of the following Initial Improvements in accordance with Construction Documents approved by the Lessor. The Lessee is obligated for the completion of Initial Improvements as detailed in the construction documents approved by the Lessor, regardless of any variation in cost between the Class B cost estimate identified in Section 5.7 (a) and actual cost. The Lessee must complete the construction of the Initial Improvements no later than () years from receipt of building permits and the Lessor's Notice to Proceed or the lessee will be considered in default. The Lessor, at its discretion, may extend the period of completion. Any Improvements to the Premises shall become the property of the United States.

Section 9. CONSTRUCTION APPROVAL

9.1. In General

The Lessee may undertake Improvements to the Premises only with the Lessor's prior written approval and only at the Lessee's sole expense. Guidance on the Lessor's approval process is presented in the *Partners Design & Construction Handbook*. The handbook is available upon request. The Lessee must undertake and complete all Improvements in strict accordance with all Applicable Laws and approved Construction Documents, and must ensure that all work is performed in a good and workmanlike manner and with materials of at least the quality and standard of materials used in comparable facilities in the locale of the Park Area. To ensure compliance with this requirement, the Lessee must designate a construction manager who will be the Lessor's principal point of contact for the project and who must be physically present at the work site or readily available during all ongoing work. The Lessee must, upon request, furnish the Lessor a copy of any contract with the Lessee's general contractor, architects, engineers or consultants. The Lessor may restrict access to or close part or all of the Premises during the construction of Improvements if the Lessor determines that doing so is necessary to protect public health or safety or Park Area resources. Upon completion of construction, the Lessor may require the Lessee to provide a code assessment completed by an architect licensed in the State of New York, certifying the construction was completed in accordance with requirements.

Improvements made by the Lessee without the Lessor's prior written approval as described in this section are prohibited. In the event any non-compliant Improvements are made by the Lessee, the Lessor may terminate this Lease for default and require the Lessee to remove the non-compliant Improvements and restore the area or location where the non-compliance Improvements were made to the Lessor's satisfaction and at the Lessee's sole expense. The Lessee's costs for non-compliant Improvements are not eligible for Rent Offset. If the Lessee fails to remedy the non-compliant Improvements and any resulting construction damage, the Lessor may terminate this Lease for default in accordance with the terms of this Lease and/or collect Additional Rent in the amount of one thousand dollars (\$1,000) per violation per day.

Proposed improvements to the Driving Range and related facilities will only be permitted above slab or grade level. Ground penetration will not be authorized as part of any proposals to improve or repair.

9.2. Delay Caused by Force Majeure

The Lessee will not be considered in default for a delay in the completion of Improvements that the Lessor determines is caused by a Force Majeure. If the Lessor determines that the completion of Improvements is delayed by a Force Majeure, the Lessor and the Lessee will execute an amendment to this Lease granting the Lessee an additional period of time to complete the Improvements equal to the period of the delay caused by the Force Majeure.

9.3. Utilities During Construction

In the preparation of proposed Construction Documents, the Lessee must review plans for the location of existing utilities that may be affected by any Lessee Improvements. The Lessee must obtain all necessary utility plans and permits from the appropriate public utility companies.

9.4. Site Inspection

At any time during the performance of work on Improvements to the Premises, the Lessor's inspector or representative may inspect or observe all aspects of the ongoing work or the work site. Notwithstanding the foregoing, the Lessor is not responsible for supervising or overseeing ongoing work or ensuring the safety of the work site. During the performance of all work on Improvements, the Lessee must maintain on the Premises a copy of the current, annotated Construction Documents for inspection by the Lessor.

(b) No inspection performed or not performed by the Lessor shall be deemed to give the Lessor any responsibility or liability with respect to the construction work, its execution or design, or, be deemed to constitute a waiver of any of the Lessee's obligations under this Lease or be construed as approval or acceptance of the Alterations (or portions thereof).

9.5. Approval of Construction

Before commencing construction of any Improvements to the Premises, the Lessee must obtain the Lessor's written approval of the proposed Improvements. The Lessee will consult with the Lessor at all times prior to commencing any construction and shall ensure compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The Lessee will comply with Lessor's determination, if any, that the services of other professionals are required in order to identify and abate Hazardous Materials and environmental irritants such as, but not limited to mold. Construction in areas where there are existing reservations of rights or utilities that prohibit or impede Lessee's use, will not be approved. The Lessee's request for the Lessor's approval of the proposed Improvements must be in writing and must include:

- (a) proposed Construction Documents and proposed Class B cost estimate;
- (b) if required by the Lessor, evidence of the availability of funding for the Improvements;
- (c) documentation that required construction insurance is in effect; and
- (d) other information as required by the Lessor.

9.6. Construction Documents

The proposed Construction Documents and Class B cost estimate submitted to the Lessor must be complete and must show all material elements of the proposed Improvements to the Lessor's satisfaction. When the proposed Construction Documents are approved by the Lessor, they will become an exhibit to this Lease without further action by either party.

9.7. General Scope of Lessor's Review

The Lessor will not approve proposed Construction Documents unless it has determined that the proposed Improvements are appropriate for the Park Area and consistent with all Applicable Laws, including Part 18 and the Park Area's General Management Plan. The Lessor's approval of the proposed Improvements

is subject to any required compliance with the National Environmental Policies Act (NEPA, 42 U.S.C. §§ 4321 et seq.) and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108).

(b) No inspection performed or not performed by the Lessor shall be deemed to give the Lessor any responsibility or liability with respect to the construction work, its execution or design, or, be deemed to constitute a waiver of any of the Lessee's obligations under this Lease or be construed as approval or acceptance of the Alterations (or any portion thereof).

(c) Lessee shall identify the project manager, architect, historical architect, engineer, and general contractor. All consultants and contractors must be licensed or otherwise registered to work or practice in the State of New York.

9.8. Changes to Approved Construction Documents

Any material changes to the approved Construction Documents and any deviations in actual construction from these documents are subject to the Lessor's prior written approval under the procedures stated in this Section. If the Lessor approves the proposed changes, the Lessor will issue the Lessee a written change order that will become an exhibit to this Lease without further action by either party. Lessee must maintain on the Premises a copy of the current, annotated Construction Documents for inspection by the Lessor.

9.9. Special Considerations for Historic Property

If proposed Improvements relate to Historic Property, the Lessor will not approve proposed Construction Documents unless it has determined that they comply with the Secretary's Treatment Standards; NPS 28; and any conditions that may be imposed on the Improvements through compliance with other Applicable Laws, including NEPA and Section 106 of the National Historic Preservation Act.

9.10. Evidence of Adequate Funds

As a condition to the approval of the construction of Improvements, the Lessee must demonstrate to the Lessor's satisfaction with appropriate documentation that it has available to it funds adequate to undertake and complete the project in accordance with all terms and conditions of the approved Construction Documents. Lessee shall comply with any Lessor request for additional documentation evidencing availability of funds.

9.11. Notice to Proceed

The Lessee may not commence construction of the Improvements until the Lessor has issued a written notice to proceed as evidence of its approval of the Construction Documents. The notice to proceed will contain terms and conditions for construction of the Improvements that the Lessor deems necessary and appropriate.

9.12. Construction Completion Procedures

Upon completion of the Improvements, the Lessee must submit to the Lessor (in formats specified by the Lessor):

- (a) a notice of completion, which the Lessor may require include a written assessment from an independent third-party inspector hired by the Lessee, concluding that the Improvements have

been completed in compliance with all applicable building codes;

(b) if requested by the Lessor, satisfactory evidence of the payment of all expenses, liabilities, and liens arising out of or in any way connected with the Improvements;

(c) a complete set of “as built” drawings showing all revisions and substitutions during the construction period, including field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural member, walls, partitions and other significant features of the Improvements; and

(d) a complete inventory of all Fixtures and all manuals and warranty documents as of the completion of the Improvements.

9.13. Lessor’s Right to Utilize Construction Documents

Upon completion of any Improvements, and upon expiration or termination of this Lease, the Lessee must assign and deliver to the Lessor as the Lessor’s sole property all architectural, engineering, and other drawings, plans, specifications, and studies relating to the Premises. In order to assure the Lessor that it will have the legal right to use such drawings, plans, specifications, and studies, the Lessee must include in its agreements with the architects, engineers, and other professionals who prepared such items and who have any proprietary rights with respect to such items (including the rights to use thereof in connection with the Premises) provisions whereby the Lessee and the Lessor will have the right to use such materials in connection with the Premises. In furtherance and not in limitation thereof, the Lessee (referred to below as the “Owner”) must include in such agreements the following provisions:

The drawings, plans, specifications, studies, and other documents prepared by the Architect for this Project (“Documents”) are instruments of the Architect’s service and, unless otherwise provided in writing, the Architect will be deemed the author of these Documents and will retain all common law, statutory, and other reserved rights, including the copyright. For the purpose of completing this Project or for any other purpose, the Architect and its consultants hereby (i) grant to Owner and the National Park Service an irrevocable, fully paid-up, perpetual, worldwide license to copy and use such Documents for completion of this Project or for any other purpose and (ii) consent to the use by Owner and the National Park Service, and of the modification by other design professionals retained by Owner or the National Park Service, of the Documents. The Architect will have no responsibility or liability to the Owner or the National Park Service with respect to any modification to the Documents made by the Owner or National Park Service or any other design professional retained by the Owner or National Park Service. Furthermore, except where the Architect is found to be liable for such claim, damage or loss, the Owner will hold Architect harmless from any such claim, damage or loss arising out of the modification of the Documents by Owner or the National Park Service or another design professional. The Owner and the National Park Service are permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the use and occupancy of the Project.

Notwithstanding the foregoing, the Architect acknowledges and consents to the use and ownership by the National Park Service, or its designees or assignees, of said Documents in accordance with the Lease between the Owner (as the Lessee) and the National Park Service (as the Lessor) for the Premises leased to the Lessee, and the Architect agrees to deliver copies of the Documents to the National Park Service upon written request from the National Park Service, provided that the National Park Service agrees to pay the Architect’s reasonable duplication expenses.

Section 10. MAINTENANCE AND REPAIR

10.1. Lessee's Responsibilities

The Lessee is solely responsible for the repair and maintenance of the Premises during the Lease Term. This responsibility includes, without limitation:

- (a) the performance of all repairs, maintenance, and replacement (whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary) necessary to maintain the Premises and the Improvements thereon in good order, condition, and repair in a manner consistent with the operation of comparable facilities in the locale of the Park Area and in compliance with all Applicable Laws;
- (b) the replacement, as it becomes worn out or obsolete, of all Fixtures and Personal Property;
- (c) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without altering the appearance of the Premises;
- (d) the repair or replacement in-kind of broken or worn out elements, parts or surfaces so as to keep the existing appearance of the Premises;
- (e) scheduled inspections of all building systems on the Premises;
- (f) maintaining the grounds of the Premises in good condition, including regular grass mowing, managed lawn and ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, or vehicles; and
- (g) paying to the proper authority, when and as the same become due and payable, all taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.
- (h) ensuring the Lessor (and its designated Unit Coordinator) and their representative has keys to the Premises or that locks are installed upon the Premises as Lessor directs, and that nothing impedes Lessor's access to the Premises or any government or other Lessor property.

10.2. Maintenance Plan

If requested by the Lessor, the Lessee must submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to the Lessor. The plan, when approved by the Lessor, will become an exhibit to this Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. In the event the Lessee does not comply with the conditions and specifications of the plan, the Lessor will require the Lessee to take corrective action; if required corrective action is not completed timely, the Lessee shall be in default.

10.3. Preservation Maintenance Plan

If the Premises (or any part of the Premises) are Historic Property, the Lessee must repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the

Secretary's Treatment Standards and NPS 28. The Lessee must submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. The plan, when approved by the Lessor, will become an exhibit to this Lease without further action, and the Lessee must comply with its terms. After consulting with the Lessee, the Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. In the event the Lessee does not comply with the conditions and specifications of the plan, the Lessor will require the Lessee to take corrective action; if required corrective action is not completed timely, the Lessee shall be in default.

10.4 Maintenance Reserve Account

(a) The Lessee shall establish and manage a Maintenance Reserve Account. The funds in the Maintenance Reserve Account shall be used to carry out, on a project basis, repair and maintenance needs of the Premises that are non-recurring within a x-year time frame. Such projects may include repair or replacement of foundations, building frames, window frames, sheathing, sub floors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roof replacement and similar projects. The Lessee will carry out projects that the Lessor considers customary and reasonable as the Lessor shall direct in writing in advance irrespective of the balance in the Maintenance Reserve Account (but only as required to maintain the condition of the Premises) of any expenditure being made and in accordance with project proposals approved by the Lessor. No projects may be commenced until the Lessee receives written approval from the Lessor.

(b) Projects paid for with funds from the Maintenance Reserve Account will not include routine, operational maintenance of facilities or housekeeping and groundskeeping activities. Nothing in this Section shall lessen the responsibility of the Lessee to carry out the maintenance and repair of the Premises from funds other than those in the Maintenance Reserve Account.

(c) The Lessee shall establish the Maintenance Reserve Account within its accounting system (that Lessee may establish with its mortgage lender). The Lessee shall deposit into Lessee's reserve account an initial sum equal to \$(), within X months of Lessor's issuance of the Certificate of Completion stating the Initial Improvements, are acceptable and authorizing the Lessee's occupancy (or continued occupancy, if applicable) of the Premises. On January 1 of each year thereafter (commencing on the January 1st that occurs on no less than 12 months following the date of the initial \$() funding), Lessee must deposit \$() until the balance of the Maintenance Reserve Account reaches \$() (and once the Maintenance Reserve Account reaches \$(), Lessee shall not be required to continue funding such account until the Maintenance Reserve Accounts is again reduced to an amount less than \$(). If the Lessee fails to make timely deposits to the account (following notice and expiration of a cure period as set forth in such notice), the Lessor may terminate this Lease for default. The Lessee shall submit to the Lessor by January 31 of each year during the Lease Term and periodically at times prescribed by the Lessor written reports containing such information as the Lessor may require concerning the Maintenance Reserve Account and the related activities of the Lessee.

(d) The balance in the Maintenance Reserve Account shall be available for projects in accordance with its purpose. For all expenditures made for each project from the Maintenance Reserve Account, the Lessee shall maintain auditable records including invoices, billings, canceled checks, and other documentation required by the Lessor. If Lessee uses the funds in the Maintenance Reserve Account and the Maintenance Reserve Account funds are less than \$(), then Lessee shall deposit funds so that there is a minimum of \$() in the Maintenance Reserve Account within one (1) year following the completion of the project (or projects) that caused the funds in the account to be below \$(). Thereafter, on an annual basis (commencing on the January 1st that occurs on no less than 12 months following the date of the initial \$() funding), Lessee shall deposit \$() per year until the balance of the Maintenance Reserve

Account reaches a maximum \$() (and once the Maintenance Reserve Account reaches \$(), Lessee shall not be required to continue funding such account until the Maintenance Reserve Accounts is again reduced to an amount less than \$().

(e) Failure to expend Maintenance Reserve Account funds when directed by the Lessor shall be considered as a material breach of this Lease for which the Lessor may seek monetary damages and other legal relief, including, without limitation, termination of this Lease (but only following notice and expiration of a cure period, such cure period accounting for Compliance Review necessary to effectuate same).

(f) At the termination or expiration of this Lease, the Lessee must pay all unexpended Maintenance Reserve Account funds to the Lessor as Additional Rent to the extent that there is deferred maintenance at the end of the term (otherwise, all such amounts, or any amounts in excess of the cost of repairs of deferred maintenance, shall be released to Lessee).

10.5. Alterations to the Premises for Maintenance and Repair Obligations

Any Alterations to the Premises made in the course of Lessee's Maintenance, Repair, and Replacement obligations must be approved in advance by the Lessor in accordance with Sections 2.5 and 9. The costs of approved Alterations may be eligible for Rent Offset pursuant to Section 5.7. In the event of termination, the Lessee is not eligible for any remaining Rent Offset nor reimbursement of any kind.

Section 11. UTILITIES

At its sole expense the Lessee must make all arrangements with appropriate utility providers (including the Lessor, where applicable), for all utilities furnished to the Premises, including, without limitation gas, electricity, other power, water, cable, telephone and other communication services, sewage, and waste removal. Any utility service provided by the Lessor will be subject to the Lessor's established policies and procedures, including NPS Director's Order #35B, for the provision of utility services.

Section 12. HAZARDOUS MATERIALS

The Lessee shall comply with the following provisions concerning Hazardous Materials associated with the Premises:

(a) No Hazardous Materials may be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;

(b) The Lessee must use, manage, treat, keep, store, release, discharge and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;

(c) If any Hazardous Materials Occurrence caused by the Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee must promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions must first be obtained;

(d) The Lessee at its expense is responsible for the abatement of Hazardous Materials in

accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and

(e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee must immediately notify the Lessor.

(f) The Lessee is required to comply with Lessor's determination, if any, that the services of other professionals are required in order to identify and abate Hazardous Materials.

Section 13. INSURANCE AND INDEMNIFICATION

13.1. Insurance During the Lease Term

At all times during the Lease Term and at the Lessee's sole expense, the Lessee must obtain and keep in force for the benefit of the Lessee and the Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions set forth in Exhibit B.

13.2. Insurance Requirements Modification

No more often than once per Lease Year, the Lessor may review the insurance coverages required by Exhibit B of this Lease to determine whether those coverages are sufficient to protect the Lessor's interests as owner of the Premises. If the Lessor determines that the insurance coverages are not sufficient, then the Lessor may adjust or change the required insurance, and the Lessee, at its sole expense, must obtain insurance that meets the new requirements.

13.3. Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, must be held by the Lessee in one or more federally insured, interest-bearing accounts, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor may hold such proceeds for use in accordance with this Lease.

13.4. Inadequate Insurance Coverage

The Lessee is solely responsible for any inadequacy of insurance coverage or any failure of insurers. Nothing in this Lease and no oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements in Exhibit B to this Lease constitutes the Lessor's approval of the Lessee's insurer or insurance coverage; or alters in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

13.5. Indemnification of Lessor

The Lessee hereby agrees to save, hold harmless and indemnify the Lessor and its employees, agents, successors, and assigns for all losses, damages, or judgments and expenses resulting from personal injury, death, or property damage of any nature arising out of the Lessee's activities under this Lease, or the activities of the Lessee's employees, agents, Sublessees, or contractors; out of the design, construction, maintenance, or condition of Improvements on the Premises; or out of the condition of the Premises. Notwithstanding the foregoing, the Lessor may be liable for the negligent or wrongful acts or omissions of

its employees to the extent authorized by the Federal Tort Claims Act (codified as amended primarily at 28 U.S.C. §§ 2671 et seq.) or as otherwise expressly authorized by Applicable Laws. The provisions of this section will survive the Expiration Date or Termination Date of this Lease.

Section 14. DAMAGE OR DESTRUCTION

14.1. Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

- (a) the Lessee, subject to the Lessor's prior written approval, must as promptly as reasonably practicable and with all due diligence repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Lessor may terminate this Lease without liability and the Lessee must pay the Lessor as Additional Rent the insurance proceeds resulting from the damaged or destroyed Premises.

14.2. No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the Improvements thereon, or any other property on the Premises will operate to terminate this Lease except as provided in Section 14.1 of this Lease. Except as otherwise may be provided for in this Lease, no such loss or damage will affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event will the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 14.1, no such loss or damage will relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of other the terms and conditions of this Lease. The cost of Improvements restored with insurance proceeds and applicable deductibles are not eligible for Rent Offset. The approved costs of new Improvements may be eligible for Rent Offset. Any remaining Rent Offsets with respect to existing Improvements shall continue to apply, notwithstanding the damage or destruction to such Improvements.

Section 15. LIENS

15.1. No Power in Lessee to Create

The Lessee has no power to take any action that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of the Lessor or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

15.2. Discharge of Liens by Lessee

The Lessee may not permit any liens to be filed or to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee must cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure continues for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but is not required to, procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of

the Lessor and all necessary disbursements in connection with them, will become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as Additional Rent.

15.3. No Consent or Request by Lessor

Nothing in this Lease constitutes the Lessor's express or implied consent, request, or authorization for any person or entity to perform any labor or furnish any materials in connection with the Premises.

Section 16. ASSIGNMENTS AND ENCUMBRANCES

16.1. Assignments

The Lessee may not effectuate an Assignment or Sublease of this Lease, in whole or in part, or grant any right, interest, privilege, or license whatsoever in connection with this Lease, without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove a requested Assignment or Sublease. In no event, however, will the Lessor approve an Assignment or Sublease unless the Lessor has determined that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

The Lessor may assign this Lease or any or all of its rights or obligations under this Lease at any time.

16.2. Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises without the Lessor's prior written approval. The Lessor may, but is not obligated to, approve or disapprove any requested Encumbrance. In no event, however, will the Lessor approve an Encumbrance unless the Lessor has determined that the Encumbrance only grants its holder, in the event of a foreclosure, the right to assume the Lessee's responsibilities under this Lease or to select a qualified new lessee, subject to the Lessor's written approval, and that it does not purport to grant its holder any rights to alter or amend the Lease's terms or conditions.

Section 17. DEFAULTS AND LESSOR'S REMEDIES

17.1. Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to perform any of its responsibilities or obligations under this Lease or the plans attached hereto or incorporated herein as they may be amended from time to time. Before terminating this Lease for default, the Lessor will provide the Lessee with a Notice of Default giving the Lessee fifteen (15) calendar days to cure a monetary default or fifteen (15) calendar days to cure a non-monetary default. If the Lessee does not cure its default within the applicable cure period, then the Lessor may terminate this Lease through written notice to the Lessee and require the Lessee to immediately remove its Personal Property from, and to vacate, the Premises. If the Lessor has provided two (2) or more Notices of Default in the twelve (12) months prior to a Notice of Default, the Lessor may choose at its sole discretion not to offer an opportunity to cure a default, but may terminate the lease immediately by notice to the Lessee. If the Lessee fails to remove all of its Personal Property from the Premises by the Termination Date or a later date specified by the Lessor in the notice of termination, then the Lessor may impound or otherwise dispose of that property in accordance with 36 C.F.R. § 2.22.

17.2. Bankruptcy

The Lessor may terminate this Lease in the event of a filing or execution of: (a) a petition in bankruptcy by or against the Lessee which is not dismissed within ninety calendar (90) days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver, or liquidator; or (e) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment, or other process of law.

17.3. No Waiver

Neither the Lessor's failure to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default nor the Lessor's acceptance of full or partial Rent during the continuance of any default will constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default will affect or alter this Lease, but each and every term and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent default.

17.4. Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable cure period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor will not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee must pay to the Lessor upon demand the entire expense of the correction as Additional Rent, including the cost of consultants or contractors hired by the Lessor to correct the default and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation, governmental time limitation, or to protect the Lessor's interest in the Premises.

Section 18. SURRENDER AND HOLDING OVER

18.1. Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee must surrender and vacate the Premises; remove the Lessee's Personal Property from the Premises; and return the Premises, including the Lessor's Personal Property, to as good an order and condition as that existing upon the Commencement Date, or, if applicable, as that existing upon the completion of any Improvements by the Lessee, ordinary wear and tear excepted.

(b) For these purposes, the Lessor and the Lessee will prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for the Lessor's Personal Property, or elements of the Premises shown to be lost, damaged or destroyed. Any such Personal Property, or other elements of the Premises must be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefor by the Lessee at the then current market value thereof. The costs of any Improvements made by Lessee in complying with the report are not eligible for Rent Offset.

18.2. Holding Over

This Lease will end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of Rent or other charges after such date will not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 19. NONDISCRIMINATION AND EMPLOYMENT LAWS

The Lessee and the Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. In addition, the Lessee must comply with all provisions of Executive Order 14026 of April 27, 2021, (Increasing the Minimum Wage for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 23, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease.

Section 20. NOTICES

Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease must be in writing and must be delivered by hand, by email, sent by courier, or sent by prepaid registered or certified mail with return receipt requested to the following addresses (or to such other or further addresses as the parties may designate by notice given in writing to the other party). Communications sent to the Lessor by email will not be considered received until receipt has been acknowledged by the Lessor via an email reply:

If to the Lessor:

Superintendent
Gateway National Recreation Area
210 New York Avenue
Staten Island, NY 10305

[Superintendent's Email Address]
CC: GATE_BMD@nps.gov

If to the Lessee:

[Lessee's address and name of person to whom the notice should be addressed]

Section 21. GENERAL PROVISIONS

The following general provisions apply to this Lease:

(a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. Under no circumstances will the Lessor be responsible or obligated for any losses or liabilities of the Lessee. The Lessee may not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.

(b) This Lease is not intended to, and does not, confer upon any person or entity, other than the parties hereto, any right or interest, including any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee, nor does it provide the Lessee with the right to award of a new lease upon termination or expiration of this Lease. No rights will be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Lessor will have the right to immediately terminate this Lease for default.

(e) If one or more provisions of this Lease are held to be invalid for any reason, such invalidity will not affect any other provision of this Lease, and this Lease will be construed as if the invalid provisions had not been contained in this Lease.

(f) All exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States govern the validity, construction, and effect of this Lease.

(i) This Lease constitutes the entire agreement between the Lessor and the Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified except by a written instrument executed by the Lessor and the Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, will not work a merger, but, at the option of the Lessor, may either terminate any or all existing Subleases hereunder or operate as an Assignment to the Lessor of any or all Subleases.

(k) If more than one lessee is named in this Lease, each lessee is jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to the Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and the Lessor may pursue either the rights enumerated in this Lease or remedies authorized by law, or both. The Lessee will be liable for any costs or expenses incurred by the Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of the Lessor's rights, including court costs.

(m) The Lessee may not construct new buildings or structures on the Premises, except that, with the prior written approval of the Lessor, the Lessee may construct minor additions, buildings, or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease binds the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations. Moreover, nothing in this Lease prevents the cancellation of this

Lease by the Lessor in the exercise of its sovereign authority, subject to any constraints imposed on it by Applicable Laws.

(o) This Lease excepts to the Lessor the right, at reasonable times, to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered. The Lessor will give reasonable notice to Lessee prior to entry; provided that, in the event the Lessor is required to enter the Premises when immediate danger to life or property is discovered, the Lessor will thereafter immediately notify Lessee.

(p) Improvements to the Premises made by the Lessee without required notification and approvals described in this Lease are prohibited. In the event any such Improvements are made by the Lessee without such required notice and approvals, the Lessor may, if Lessee does not promptly remove and restore the un-approved Improvements, impose liquidated damages (payable by Lessee as Additional Rent) in the amount of \$1,000 per violation per day and require removal by the Lessee at the Lessee's expense of the non-compliant Improvements as directed by Lessor. Lessee's costs for non-compliant Improvements or are not eligible for Rent Offset.

(q) Costs for which the Lessee is obligated may include those incurred by the Lessor as a result of managing and monitoring the Lessee's Improvements related activities. Such costs shall be considered Additional Rent.

(r) From time to time during the term, within ten (10) business days after the written request of the other party, each party hereto shall execute and deliver to the other an estoppel certificate in the form as reasonably requested by the other, subject to Applicable Laws, regulations, and policies. It is intended that any such statement delivered pursuant to this subsection (s) may be relied upon by any prospective purchaser, lender, subtenant, assignee, or any entity which is a party to a potential merger, consolidation with, or acquisition of all or substantially all of the assets or interest of, Lessor or Lessee. Lessor shall also deliver such other information in such certificate as the Lessee and/or any prospective purchaser, lender, subtenant, assignee, or any entity which is a party to a potential merger, consolidation with, or acquisition of all or substantially all of the assets or interest of Lessee shall reasonably request.

(s) At the end of the term, all Improvements to the Premises shall become the property of the United States.

(t) Lessee is obligated to comply with NPS-wide safety protocols and any modifications thereto.

(u) In the event of a federal government shutdown, access to the Premises may be prohibited. In such case, Annual Rent shall be abated for the duration of the shutdown and the lease shall be extended by a commensurate duration. In the event access to the Premises continues to be authorized during a federal government shutdown, no use outside of the Premises is permitted nor is any use of Park Area lands and waters permitted.

IN WITNESS WHEREOF, the, Regional Director, Interior Region 1, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as the Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR:

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

Gay E. Vietzke
Regional Director
Interior Region 1, North Atlantic-Appalachian

Date

LESSEE:

[Name of Business Entity]

[Name]
[Title]

Date

EXHIBIT A: Inventory and Condition Report

(Insert Inventory and Condition Report)

EXHIBIT B: Insurance Requirements

During the term of this Lease, the Lessee must maintain the following insurance coverage (where applicable as determined by the Lessor) under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. Types of Insurance (Non-Construction)

(a) Property Insurance - An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance must be the full insurable value of the Premises. All such policies must specify that proceeds shall be payable whether or not any damaged or destroyed Improvements are actually rebuilt. All such policies must waive any requirement that a building or structure be replaced at its original site.

(b) Boiler and Machinery Insurance – At full replacement cost. The policy must specify that proceeds will be payable whether or not any damaged or destroyed Improvements are actually rebuilt. The policy must include an endorsement that waives any provision of the policy that requires a building or structure to be replaced at its original site, provided that, such endorsement does not operate to increase the insurance company's liability under the policy.

(c) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than _____ (\$ _____) for bodily injury per incident and _____ (\$ _____) aggregate, or such higher amounts as may be required by law.

(d) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the Improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than \$3,000,000 per incident and \$5,000,000 aggregate for the Premises. Such insurance must insure the performance by the Lessee of its indemnity obligations under this Lease.

(e) Business Interruption and Extra Expense Insurance - Business interruption and extra expense to cover the loss of income and continuation of fixed expenses in the event of damage to or loss of the Premises, including, with respect to the interests of the Lessor, the loss (or reduction) of Rent payments to the Lessor by the Lessee. Coverage amounts will be as required by the Lessor but in no event less than _____ (\$ _____) per incident and _____ (\$ _____) in the aggregate.

(f) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, the Lessor, and the Lessee.

2. Insurance During Construction

At all times during Construction, the Lessee at its sole expense, must obtain and keep in force for the benefit of the Lessee and the Lessor the following insurance coverages:

(a) If requested by the Lessor at any time, performance and payment bonds approved by the Lessor, which bonds must cover payment of all obligations arising under all contracts let in connection with a

Construction and guaranteeing performance and payment under the applicable contracts, and payment in full of all claims for labor performed and materials supplied under such contracts. The bonds must be issued by a responsible surety company, licensed to do business in the state where the Park Area is located, in an amount not less than the amount of the respective contracts, including amounts for cost overruns, price increases, change orders, forced delays and the like, and must remain in effect until the entire work under the contracts is completed; and

(b) To the extent not covered by other property insurance maintained by the Lessee, comprehensive “all risk” or “special form” builder’s risk insurance, including vandalism and malicious mischief, covering the Construction, all materials and equipment stored at the Premises and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the Premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to the Lessee, such insurance to be written on a completed value basis in an amount not less than the full estimated replacement cost of the Construction.

3. Conditions of Insurance

(a) The policy or policies required under this section must provide that in the event of loss, the proceeds of the policy or policies will be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

(b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.

(c) All of the insurance required by this section and all renewals must be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best’s Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee must maintain all policies provided throughout the Lease Term and the Lessee must renew such policies before the expiration of the term of the policy.

(e) The Lessee and the Lessee’s agents may not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this Exhibit.

EXHIBIT C: Maintenance Plan

(Insert Maintenance Plan Upon Completion and Acceptance)

EXHIBIT D: Preservation Maintenance Plan

(Insert Preservation Maintenance Plan upon Completion and Acceptance)

EXHIBIT E: Lease Premises

EXHIBIT F: Plans, Drawings, and Specifications

RESERVED FOR

Construction Drawings and documents

Approved Class B cost estimate

Construction schedule

As-Built drawings