LEASING OPPORTUNITY
First State National Historical Park
800 Beaver Valley Rd, Wilmington DE 19803

REQUEST FOR BIDS
(Term: Up to 1 year)

A. Summary

This Request for Bids (RFB) provides the opportunity for interested individuals and organizations to submit bids to the National Park Service (NPS) to lease NPS property for residential use (single family) at First State National Historical Park under the following general terms and conditions. See attached draft "Lease" for complete terms of occupancy.

1. Property Offered for Lease.

The property at 800 Beaver Valley Rd in Wilmington, DE was once part of the Rockford Woodlawn Property that was established by William Bancroft. The property is now under ownership of the National Park Service.

> *"The Woodlawn property has been held in trust largely as it was when Bancroft acquired it in the early years of the twentieth century: farm fields and forests predominate, sprinkled with old farmsteads, bridges, and a few roads and trails. Although the land and its development includes several eighteenth century houses (as well as later buildings) and may reflect the nineteenth century cultural landscape that lent it form, it is not considered nationally significant for this context. Instead, its national significance is derived from its legacy as a part of William Bancroft's vision for Wilmington and for the preservation of a portion of the Brandywine River valley for posterity."*
> Cherilyn Widell (November 8, 2012)

This large stone home has retained its charm as an 18th century colonial with wood flooring, multiple staircases, multiple fireplaces, and stone exterior. As you enter you will be greeted by a large kitchen with white cabinets and a walk-in pantry. Off of the kitchen is a foyer with built in cabinets and stone flooring. Off of the foyer you will find the living room and oversized dining room both with a wood burning fireplace. As you leave the dining room you enter the sunken library with more built-in shelving and another fireplace. The sunken library is probably the oldest part of the residence. On the second floor you will find 5 bedrooms and 3 baths. The 5-car detached garage features 5 bays, workshop area, and loft for additional storage. Another great feature of this property is the small pond that is part of the 2 acre premises. This property is served by a well and septic system.

2. Uses of the Leased Property.

The lessee will use the property for the following authorized uses:

An occupant of the house must be willing to become a part of this National Historical Park's relationship with the public by maintaining the historic

appearance of the structure & yard. This lease intends to locate a preservation partner most suitable for low-impact, non-transient, residential occupancy of the 800 Beaver Valley Rd house. The lessee pays utilities and expenses plus rent. The lessor will perform maintenance of the property as described in the "draft" lease. This unique partnership arrangement is designed to protect and preserve the structure. As described below, some responsibilities that are normally taken care of by a landlord are tasked to the lessee. The lessee must purchase comprehensive liability and fire insurance policies as described in the attached "draft lease." The lessee shall pay to the United States as rent the sum of Thirty One Thousand Eight Hundred Dollars and No Cents ($31,800.00) per year as the base rent payable to the National Park Service and forwarded by the lessee to the First State National Historical Park. The annual rent shall be paid on the 1st day of each month in advance monthly installments Two Thousand Six Hundred Fifty Dollars and no cents ($2650.00).
Payment covering the period _____ to _____ will be submitted with the executed lease.

3. Term of Lease

The lease will have a term of one (1) year.

4. Fair Market Value Rent

The lessee will be required by the lease to pay at least fair market value rent to the NPS.

Based on the terms included in the attached "Draft Lease: Exhibit A", the fair market value rent has been determined to be $31,800 annually, payable in equal monthly installments of $2,650 each month.

5. Other Terms and Conditions

During the term of the lease this lease may be assigned to a property management company. If the lease is assigned the terms of the lease will remain the same.

6. Competitive Process.

This lease opportunity is open to all interested persons on a competitive basis. The bidder submitting a responsive bid offering the highest cumulative rent will be

selected for award of the lease (subject to a determination of financial capability and reference check). A responsive bid is a bid that meets the material terms and conditions of this request for bids (see attached lease terms). The bid must be in an amount that is no less than fair market value ($31,800.00 per year). If two or more bids are equal, a drawing shall make the lease award by lot limited to the equal responsive bids received.

7. Bid Submission Date

Bids under this RFB must be received by 11:00 a.m. on Friday October 28th, 2016, in the form and at the address stated on the following pages. Beginning Friday, **November 4th, 2016** a public bid opening will occur every Friday until a responsive bid has been submitted.

8. Authority

This RFB is issued under the authority of federal law and regulations. The applicable law is found in United States Code at 54 U.S.C.§ 102102, para (a), (b), (c), and (d) and leasing regulations may be found in the Code of Federal Regulations at 36 CFR Part 18.
For Further Information Please Contact:

Ethan McKinley
Superintendent
4501 Thompsons Bridge Rd
Wilmington, DE 19803
e-mail: firststate@nps.gov

B. The National Park Service and First State National Historical Park

1. The National Park Service and its Mission

America's National Park Service was created by Congress to "conserve the scenery and the natural and historic objects and the wild life therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, the Congress has declared that the National Park System should be, "…preserved and managed for the benefit and inspiration of all the people of the United States." The National

Park Service has as its overall mission the preservation and public enjoyment of significant aspects of the nation's natural and cultural heritage.
To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks

2. The Park Area

First State National Historical Park is a vital part of America's national system of parks, monuments, battlefields, recreation areas, and other natural and cultural resources.

The park assures that the provisions and intent of the Historic Sites Act, the Historic Preservation Act, the Archeological Resources Protection Act and the National Environmental Policy Act, in addition to the National Park Service "Organic Act", are enforced on park lands.

The park covers the early colonial history of Delaware and the role Delaware played in the establishment of the nation, leading up to it being the first state to ratify the Constitution. It tells the unique story of the early settlement of the Delaware Valley by the Dutch, Swedes, Finns, and English and their relationship with Native Americans. It also seeks to preserve the cultural landscape of the Brandywine River Valley.

C. Submission of Bid Forms

1. In General

Bids submitted in response to the RFB require you to answer the following questions or supply specific information. To simplify, please respond directly on the following forms.

D. Bid Submission Requirements

This selection process will continue on a weekly request for bids schedule until a responsive bid has been submitted. Every Friday a public bid opening will occur as described in section F. of this RFB. Bid Forms must be enclosed in a sealed envelope and received at the following National Park Service (NPS) office by 11:00 a.m. on Friday, beginning October 28th, 2016. The face of the sealed

envelope shall show the bidder's name and address, and the receiver's address as shown here:

Superintendent
First State National Historical Park
Bid on Lease of 800 Beaver Valley Rd
Bid Opening: Friday, October 28th, 2016
4501 Thompsons Bridge Rd
Wilmington, DE 19803

E. Additional Information

NPS may request from any bidder after the submission date additional information or written clarification of a bid. However bids may not be amended after the submission date unless permitted by NPS. NPS may not permit amendment of a bid unless all offerors that submitted responsive bids are given an opportunity to amend their respective bids. The NPS has the right to cancel this RFB at any time.

F. NPS Selection of the Highest Bid

NPS will review all responses to this RFB as follows:
Bids will be considered only if timely received at the place designated in the request. Bids must be in the form specified in this request. Forms are provided to assist you. Bids must be signed by the bidder and must be in writing. Bids must state the amount of the bid and refer to this public notice. Bids must be enclosed in a sealed envelope upon which the bidder shall write:
"Bid on Lease of 800 Beaver Valley Rd, Bid Opening: Friday, October 28, 2016".
Bids will be opened publicly at: First State National Historical Park, 4501 Thompsons Bridge Rd, Wilmington, DE 19803 at 11:00 a.m.

Bidders or their representatives may attend the bid opening. The bidder submitting a responsive bid offering the highest cumulative rent (annual rent times term of your bid) will be selected for award of the lease (subject to a determination of financial capability and a positive reference check). A responsive bid meets the material terms and conditions of this request (an attached "draft" lease). No bid in an amount less than the fair market rental value shall be accepted. If two or more bids are equal, a drawing shall make the lease award by lot limited to equal responsive bids received.

NPS may terminate this solicitation without liability to any person.

G. Confidentiality of Bids

If you believe that a bid package contains trade secrets or confidential commercial and financial information that you do not want to be made public, please include the following sentence on the cover page of the bid package:

"This bid package contains trade secrets and/or confidential commercial and financial information that the Bidder believes to be exempt from disclosure under the Freedom of Information Act. The Bidder requests that this information not be disclosed to the public, except as may be required by law."

In addition, you must specifically identify what you consider to be trade secret information or confidential commercial and financial information on the page of the bid package on which it appears, and you must include the following sentence on each such page:

"This page contains trade secrets or confidential commercial and financial information that the Bidder believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the non-disclosure statement on the first page of this bid package."

Information so identified will not be made public by NPS except in accordance with the requirements of the Freedom of Information Act.

BID FORMS ATTACHMENT

Form A: Offeror Identification Form (Pages 8-11)
Form B: Proposed Uses Form (Page 12)

EXHIBIT A: Draft LEASE Attached

Form A: OFFEROR IDENTIFICATION FORM

Please provide full identification of the person(s) responsible for the proposal(s) submitted:

Name(s):_____

Home
Address(es):_____

How long have you lived at the above-mentioned address(es)?:_____

Education, Degrees, Licenses, Designations, Special
Skills:_____

Name of Current Employer:_____

Dates of Employment:_____

Title of Position Most Recently Held:_____

Brief Description of Duties & Responsibilities (Include # of people supervised):
_____
_____

Business Address(es):_____

Nature of Business:_____

Telephone number(s):_____

Fax number(s):_____

E-mail address(es):_____

REFERENCES (2 Personal and 2 Professional)

Personal References:

Personal Reference # 1
Name:_____

Address:_____

Telephone number(s):_____

Fax number:_____

E-mail address:_____

Personal Reference # 2

Name:_____

Address:_____

Telephone number(s):_____
Fax number:_____

E-mail address:_____

Professional References:

Professional Reference # 1
Name:_____

Address:_____

Telephone number(s):_____

Fax number:_____

E-mail address:_____

What is your relationship to this person?
_____

Professional Reference # 2

Name:_____

Address:_____

Telephone number(s):_____

Fax number:_____

E-mail address:_____

What is your relationship to this person?
_____

PROPOSED OCCUPANCY	
Names of Each Proposed Occupant	**Birthdate**

Credit Information

1. Has Offeror ever defaulted from or been terminated from a management contract or lease, or been forbidden from contracting by a public agency or private company?

❑ YES ❑ NO

If YES, provide full details of the circumstances.

2) List any Foreclosures, Bankruptcies, Transfers in Lieu of Foreclosure and/or Work-Out/Loan Modification Transactions during the *past 10 years*. (If none, so indicate)

Name of Property	City State	Property Type	Approximate Loan Amount	Lender	Year of Event

Attach an explanation of circumstances, including resolution, bankruptcy plan, and/or other documentation as appropriate.

3) Describe any fines or penalties levied by government agencies during the *past 10 years*. (If none, so indicate)
4) Describe any pending litigation or current lawsuits which if adversely resolved would materially impact the financial position of the Offeror.
5) If you are determined to be the highest bidder, your real estate broker will provide us with information similar to the following:
   i) Personal Financial Statements
   ii) Latest Financial Statement for business for past 2 years
   iii) Credit Reports for the entity and key principals, from a major credit reporting company such as Equifax, Experian and Dunn & Bradstreet.

I acknowledge that this information is provided as my official response to the National Park Service Request for Bid for the 800 Beaver Valley Rd, Side B:

_____

Signature of Bidder(s) **Date**

_____

Printed Name of Bidder(s)

Form B: PROPOSED USES FORM

1. (check one) My use of the property: _____will _____will not comply with the terms and conditions stated in the "draft" lease attached to this RFB.

2. If your use will not comply with the terms and conditions of the "draft" lease, please explain:
   _____

3. I am submitting a bid for the following amount of rent:
   Annual Rent Offered: _____
   NOTE: Your offer must be approximately $31,800.00 annually. A certified Real Estate Appraiser hired by the National Park Service has established the fair market rent as approximately $31,800.00 annually. The terms of the "draft" lease were considered in this determination. Total rent offered will be based on the Annual Rent Offered multiplied by the term of your bid.

4. (check one) I am submitting a bid for the following term:
   ____one year Total Rent Offered:_____

5. I would like to begin occupancy on the following date: _____
   (The National Park Service will determine the start date of this lease. It is anticipated it will be on or around December 1, 2016. Your information is for planning purposes only; it does not guarantee that your occupancy will begin on that date.)

I acknowledge that this information is provided as my official response to the National Park Service Request for Bid for the 800 Beaver Valley Rd.

_____

Signature of Bidder(s) Date

_____

Printed Name of Bidder(s)

Exhibit A: Draft Lease

LEASE

BETWEEN THE

UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
(LESSOR)

AND

_____
(LESSEE)

FIRST STATE NATIONAL HISTORICAL PARK
_____LEASE

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SAMPLE LEASE

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

WITNESSETH THAT:
WHEREAS, Congress designated First State National Historical Park (Park Area) as a unit of the National Park System; and
WHEREAS, the Park Area contains property (the Premises) that has been determined suitable for leasing under 36 C.F.R. Part 18 (Part 18); and
WHEREAS, the Lessor has determined that the use and occupancy of the Premises that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18; and
WHEREAS, the Lessee desires to lease the Premises on the terms and conditions set forth in this Lease; and
NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

SECTION 1. DEFINITIONS

As used in this Lease, the following defined terms are applicable to both singular and plural forms.
1.1 Affiliate of Lessee – means any person or entity directly or indirectly controlling, controlled by, or under common control with Lessee, or, any entity owned in whole or part, directly or indirectly, by Lessee.
1.2 Alterations – means modifications, rehabilitation, and/or restoration of the Premises.
1.3 Applicable Laws – means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations (that are applicable by their own terms to the Premises or the Lessee), even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, Alteration, repair or restoration of

all or any portion of the Premises, even if compliance therewith necessitates structural changes to the Premises or results in interference with the use or enjoyment of all or any portion of the Premises.

1.4 Annual Rent – means the annual fixed rent to be paid to Lessor by Lessee under Section 5.

1.5 Assignment - means the transfer, whether it is direct or indirect, voluntary or by operation of law, assignment, sale, or conveyance, 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, a conveyance, or an 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**.**

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

1.7 Encumbrance – means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee's interest or rights under this Lease and/or the Premises or Lessee's leasehold estate.

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

1.9. FF&E – means all furniture, fixtures and equipment in or on the Premises.

1.10 Hazardous Materials – means any material or other substance: (a) that requires investigation or correction 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, without limitation of the foregoing, contains gasoline, diesel fuel or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, 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.

1.11 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.

1.12 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.

1.13 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.

1.14 Inventory and Condition Report – means the document contained in Exhibit B to this Lease that describes the FF&E in or on the Premises and the condition of the Premises (including FF&E) as of the Commencement Date.

1.15 Lease Term – is the term of this Lease as stated in Section 4 of this Lease.

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

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

1.18 NPS 28 - means the National Park Service (NPS) document entitled "Cultural Resource Management Guideline" which is hereby made a part of this Lease by reference.

1.19 Park Area - means First State National Historical Park

1.20 Part 18 – means Part 18 of Title 36 of the Code of Federal Regulations.

1.21 Personal Property – means all FF&E, appliances, and apparatus placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.22 Pre-existing Hazardous Materials – means Hazardous Materials (including storage tanks) that existed in, on, or under the Premises or other Park Area property prior to the Commencement Date.

1.23 Premises – means the property of the Park Area that is described in Section 2 of this Lease.

1.24 Preservation Maintenance Plan – is a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property.

1.25 Rent - means the rent to be paid Lessor by Lessee described in Section 5 of this Lease and any additional Rent this Lease may require.
1.26 Secretary's Treatment Standards – means the Secretary of the Interior's Treatment Standards for Historic Property (36 C.F.R Part 68) that are hereby made a part of this Lease by reference.
1.27 Smoking – means the use or carrying of a lighted cigar, cigarette, pipe, electronic nicotine delivery system, or other tobacco product.
1.28 Sublease - means an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, occupy, or possess a portion of the Premises.
1.29 Termination Date – means the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

SECTION 2. LEASE OF PREMISES

2.1 Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases and demises to the Lessee under the authority of Part 18, and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

800 Beaver Valley Rd, Wilmington, DE 19803

(b) Subject to all Applicable Laws, regulations and all liens, Encumbrances, restrictions, rights and conditions of law or of record or otherwise;
(c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental agency, public or private utilities and other persons 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;
(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 applicable to the Premises;
and

(e) Executive Order 13658- Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at https://federalregister.gov/a/2014-23533.

2.2 Waiver

The Lessee hereby waives any 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 taken for the management and protection of the Park Area's resources and visitors.

2.3 Easements
Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises. Lessor agrees to execute, if otherwise appropriate as determined by the Lessor, such easements for utilities as Lessee shall require in connection with the use and operation of the Premises.

2.4 Ownership of the Premises
This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.5 Historic Property
The Premises are Historic Property.

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, without limitation, 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 it is in an acceptable condition and meets the Lessee's needs.

3.3 Inventory and Condition Report

In the exercise of its due diligence, Lessee has taken into account the Inventory and Condition Report (Exhibit B) and acknowledges that it is complete and accurate.

SECTION 4. LEASE TERM AND ABANDONMENT

4.1 Lease Term

The Lease Term shall be a period of one (1) year 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).

4.2 Abandonment

The Lessee shall occupy the Premises during the entire Lease Term. If it fails to do so, the Lessee may be determined as in default for abandoning the Premises. Occupancy is not required if the Lessor determines it infeasible because of modifications, restoration, or rehabilitation of the Premises.

4.3 Lessee/Lessor Termination Notice

Beginning 90 days before the end of the first year of this lease, the Lessee and the Lessor, may terminate this lease at any time by giving at least a 90 days' notice in writing to the other party (notices to be sent in accordance with section 18 of this lease). Said notice shall be computed commencing with the day after the date of mailing/ given in person to the other party.

SECTION 5. RENT

5.1 Net Lease and Rent Payments

(a) All Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off or offset. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, including, without limitation, all taxes and assessments.

(b) All Rent payments consisting of $10,000 per payment or more shall be deposited electronically by the Lessee using the Treasury Financial Communications System. At Lessor's option, Rent payments shall be payable by wire transfer or other electronic means to such account as Lessor may from time to time designate. Interest at the Interest Rate will be assessed on overdue Rent payments. The Lessor may also impose penalties for late Rent payments to the extent authorized by Applicable Law.

5.2 Annual Rent

During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises in the aggregate annual amount of Thirty One Thousand Eight Hundred Dollars($31,800.00) (as adjusted for CPI if provided below) payable in advance in equal monthly installments on the first day of each calendar month.

SECTION 6. USE OF PREMISES

6.1 Authorized Uses

The Lessee may utilize the Premises only for the following:

Low-impact (minimum physical changes), residential occupancy of the 800 Beaver Valley Rd House.

6.2 Changes to Authorized Uses

The Lessee may amend or change approved uses subject to the prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3 Applicable Laws

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

6.4 Forbidden Uses

In no event shall 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, or that otherwise harms the health or welfare of Park Area resources and/or visitors; or that results in any discharge of Hazardous Materials in, on or under the Premises.

6.5 Site Disturbance

Lessee shall neither cut any timber nor remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written consent. The Lessee shall conduct no mining or drilling operations, remove no sand, gravel or similar substances from the ground, and commit no waste of any kind.

6.6 Protection of Cultural and Archeological Resources
The Lessee shall 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 shall be promptly reported to the Lessor. The Lessee shall 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 shall 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. The Lessee may not post signs or advertising in windows that can be seen from outside the Premises without the Lessor's prior written approval.

6.8 Permits and Approvals
Except as otherwise may be provided in this Lease, the Lessee shall be 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 shall not make any Alterations of any nature to the Premises without the express written approval of the Lessor. Any such approval that may be given will be subject to an amendment of this Lease to incorporate appropriate terms and conditions regarding the nature of the Alterations.

6.10 Smoking
The smoking of tobacco products and/or the use of Electronic Nicotine Delivery Systems is prohibited in all interior spaces of the Premises and exterior spaces designated as non-smoking by the Lessor.

SECTION 7. RECORDS AND AUDITS
The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records 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 shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area. The Lessee shall, if requested by the Lessor, provide the Lessor with complete information and data concerning the Lessee's operations and operating results, including without limitation, information and data regarding [specify particular types that relate to the Lessee's particular operations].

SECTION 8. MAINTENANCE AND REPAIR

8.1 Lessor and Lessee Responsibilities

Subject to the availability of funding the **Lessor** shall be responsible for the repair and maintenance of the Premises during the Lease Term as follows:

- The performance of all repairs, maintenance, replacement, upgrading, capital improvements, (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.
- The replacement, as they become worn out or obsolete, of all FF&E.
- Scheduled inspections of all building systems on the Premises.

Note: If unforeseen repairs, maintenance, capital improvements, etc are required by code as necessary to maintain the Premises in a safe, usable condition in good order, the Lessor will make reasonable attempts to accommodate and facilitate completion of these repairs using the current fiscal year's uncommitted rental receipts from this Lease. In no case is Lessor obligated to commit funds in excess of this amount.

Provided, however, that Lessee maintenance responsibilities shall include:

- Housekeeping and periodic general maintenance work scheduled to mitigate wear and deterioration without altering the appearance of the Premises.
- The repair or replacement in-kind of broken or worn out elements, parts or surfaces, e.g. window repair, misc. hardware replacement, etc., to be determined in consultation with the Superintendent, so as to maintain the existing appearance of the Premises.
- Lessee is responsible for any alterations, repairs, maintenance, etc desired by the Lessee and that the Superintendent determines as not 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.

- Lessee shall maintain the appearance of grounds and the structure in uncluttered, good condition free of trash, equipment, and lawn ornaments. The Lessee shall not store or park materials or equipment.
- Maintaining the grounds of the Premises in good condition, including, without limitation, regular grass mowing, managed lawn and ornamental plantings, and snow removal from the driveway.

8.2 Maintenance Plan

If requested by the Lessor, the Lessee shall submit to the Lessor for its approval a Lessee Maintenance Plan satisfactory to Lessor. The plan, when approved by Lessor, shall become an Exhibit to this Lease without further action and the Lessee shall comply with its terms. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises.

8.3 Preservation Maintenance Plan

If the Premises (or any part of the Premises) are Historic Property, the Lessee shall 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 Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. The Lessee shall submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. The Preservation Maintenance Plan, when approved by Lessor, shall become an Exhibit to this Lease without further action and the Lessee shall comply with its terms.

SECTION 9. TAXES

The Lessee shall be solely responsible for the payment 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.

SECTION 10. UTILITIES

The Lessee at its sole expense shall 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 Lessor will be subject to the Lessor's established policies and procedures for provision of utility services to third parties.

SECTION 11. HAZARDOUS MATERIALS

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

(a) No Hazardous Materials shall 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 shall 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 Lessee results in any contamination of the Premises, other Park Area property or neighboring property, the Lessee shall 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 shall first be obtained;

(d) Lessee at its expense shall be 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 shall immediately notify the Lessor.

SECTION 12. INSURANCE AND INDEMNIFICATION

12.1 Insurance During the Lease Term

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

12.2 Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles or self insurance retention, with respect to any of the insurance required by this Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles, conditions, and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this Section.

12.3 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, shall be held by the Lessee in an interest bearing account, 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 shall hold such proceeds for application in accordance with this Lease.

12.4 Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

12.5 Indemnity

The Lessee shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be

liable only to the extent such claims are covered by the Federal Tort Claims Act (28 U.S.C. §2671 et seq.).

The provisions of this Section shall survive the Expiration Date or Termination Date of this Lease.

SECTION 13. DAMAGE OR DESTRUCTION

13.1 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 prior written approval of the Lessor, shall 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 shall pay to the Lessor as additional Rent the insurance proceeds resulting from the damaged or destroyed Premises.

13.2 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 shall operate to terminate this Lease except as provided in Section 13.1 of this Lease. No such loss or damage shall affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 13.1, no such loss or damage shall relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of the other terms and conditions of this Lease.

SECTION 14. LIENS

14.1 No Power in Lessee to Create

The Lessee shall have 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.

14.2 Discharge of Liens by Lessee
The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall 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 shall continue 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 shall not be 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, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

14.3 No Consent or Request by Lessor
Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

SECTION 15. ASSIGNMENTS AND ENCUMBRANCES

15.1 Assignments
The Lessor has the right to assign this lease without the approval of the lessee.

The Lessee shall not effectuate an Assignment of this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any Assignment is in the discretion of the Lessor and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease. The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

With respect to proposed Assignments and without otherwise limiting the criteria upon which the Lessor may withhold its consent to any proposed Assignment, the Lessee shall furnish to the Lessor the following information:

(a) all instruments proposed to implement the transaction;

(b) a statement as to the existence of any litigation questioning the validity of the proposed transaction;
(c) a description of the management qualifications and financial background of the proposed transferee, if any;
(d) a detailed description of the financial aspects of the proposed transaction, including but not limited to, prospective financial forecast statements that have been examined by an independent accounting firm and that demonstrate to the satisfaction of the Lessor that terms of the transfer do not impede or interfere with the financial ability of the Lessee to perform the requirements of this Lease;
(e) if the transaction may result in a Encumbrance on the Lessee's assets, full particulars of the terms and conditions of the Encumbrance; and
(f) such other information as the Lessor may reasonably require.

The Lessor shall have the right to approve the form of any Assignment. Any consideration for transfers of leasehold interests (as such costs are approved by the Lessor) received by the Lessee from an assignee for or in connection with an assignment of this Lease, shall be payable to the Lessor.

15.2 Encumbrances

The Lessee may not effectuate an Encumbrance on the Premises except with the prior written permission of the Lessor. Approval of any Encumbrance is in the discretion of the Lessor and in no event shall an Encumbrance be approved unless the Lessor is able to determine that it only grants its holder, in the event of a foreclosure, to assume the responsibilities of the Lessee under this Lease or to select a qualified new lessee subject to the written approval of the Lessor, and that it does not grant its holder any rights to alter or amend in any manner the terms and conditions of this Lease.

SECTION 16. DEFAULTS AND LESSOR'S REMEDIES

16.1 Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of this Lease, provided that the Lessor shall first give the Lessee written notice of at least fifteen (15) calendar days in the case of monetary defaults and thirty (30) calendar days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate.

16.2 Bankruptcy

The Lessor may terminate this Lease, in its discretion, 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.

16.3 No Waiver

No failure by the Lessor 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, and no acceptance by the Lessor of full or partial Rent during the continuance of any default shall 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 shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

16.4 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 grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall 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 shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants and contractors of the Lessor 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 or governmental time limitation or to protect the Lessor's interest in the Premises.

SECTION 17. SURRENDER AND HOLDING OVER

17.1 Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Commencement Date.

(b) For these purposes, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged or destroyed. Any such FF&E, or other elements of the Premises shall 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.

17.2 Holding Over

This Lease shall 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 shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

SECTION 18. EQUAL OPPORTUNITY LAWS

The Lessee and Lessee's Agents shall comply with the requirements of:

(a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of October 24, 1965, as amended by Executive Order 11375 of October 13, 1967;

(b) Title V, Sections 503 and 504 of the Rehabilitation Act of October 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals;

(c) 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors;

(d) the Age Discrimination in Employment Act of December 15, 1967 (as amended);

(e) the Americans with Disabilities Act, 42 U.S.C. Sections 12101 et seq.; and

(f) all other Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the public. The Lessee shall do

nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

SECTION 19. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this Section):

If to the Lessor:

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

If to the Lessee:

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

SECTION 20. 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. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall 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 shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, 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 the award of a new lease upon termination or expiration of this Lease. No rights shall 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 shall have the right to terminate this Lease for Default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall 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, except as specifically provided herein.

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

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

(i) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and 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, shall not work a merger, but, at the option of the Lessor, shall 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 shall be jointly and severally liable for performance of the obligations of this Lease.

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

(m) The Lessee shall 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 and/or structures determined by the Lessor to be necessary for support of the uses authorized by this Lease.

(n) Nothing contained in this Lease shall be construed as binding 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. Nothing in this Lease shall be construed as preventing the cancellation of this Lease by the Lessor in the exercise of sovereign authority otherwise provided by Applicable Laws.

IN WITNESS WHEREOF, the, Regional Director, Northeast Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Interior, as 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

_____ _____

Michael A. Caldwell **Date**
Regional Director
Northeast Region

LESSEE

(_____) _____
By_____ Date
Title_____

EXHIBIT A: PREMISES [MAP, PLAT AND/OR LEGAL DESCRIPTION]

800 Beaver Valley Road, Wilmington, DE 19803

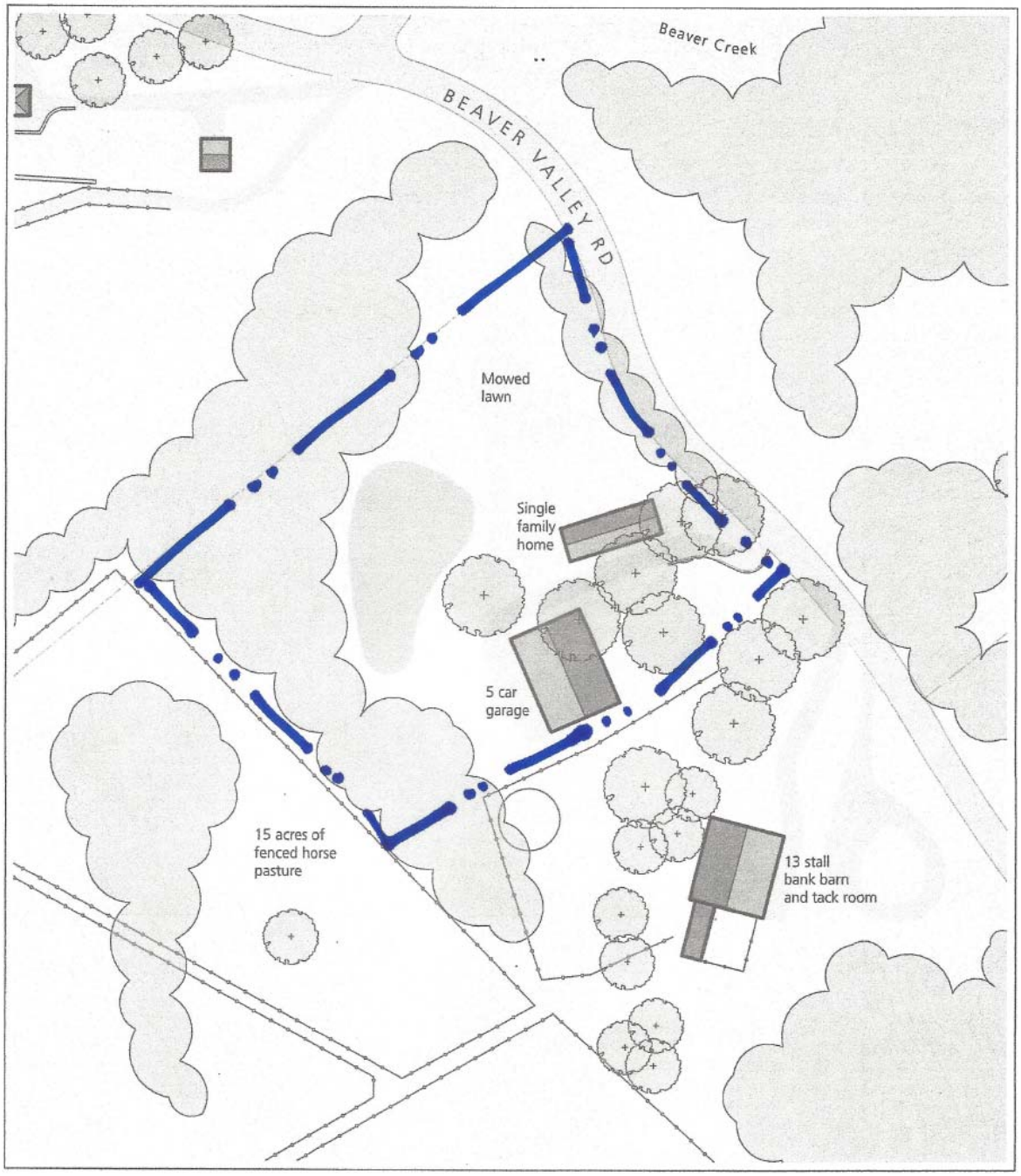

EXHIBIT B: Inventory and Condition Report

EXHIBIT C: Insurance Requirements

During the term of this Lease, the Lessee shall 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 shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. All such policies shall waive any requirement that a building or structure be replaced at its original site.

(b) 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 One Million ($1,000,000) per incident and Three Million ($3,000,000) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.

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

2. Conditions of Insurance

(a) The policy or policies required under this Exhibit shall provide that in the event of loss, the proceeds of the policy or policies shall 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 or replacement to be payable 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 shall name the United States of America as an additional insured.
(c) All of the insurance required by this Exhibit and all renewals shall 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 A-

(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 shall provide that such policies shall 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 shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.
(e) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this Exhibit are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this Exhibit.
(f) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
(g) The Lessee and Lessee’s Agents shall 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.