



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
Through
TRANSIT REALTY ASSOCIATES, LLC



Retail Lease Opportunity
BEACHMONT STATION, BLUE LINE, BOSTON, MA



PROPERTY DESCRIPTION:

Retail Space F-1 Approx. 728 sq. ft. of space

LEASE TERM:

One Year

For Questions
concerning this property,
please contact
RJ Long, Project Manager,
at 617-482-2525 or
RJLong@transitrealty.com.

Transit Realty Associates
77 Franklin Street
9th Floor
Boston, MA 02110
617.482.2525
www.TransitRealty.com

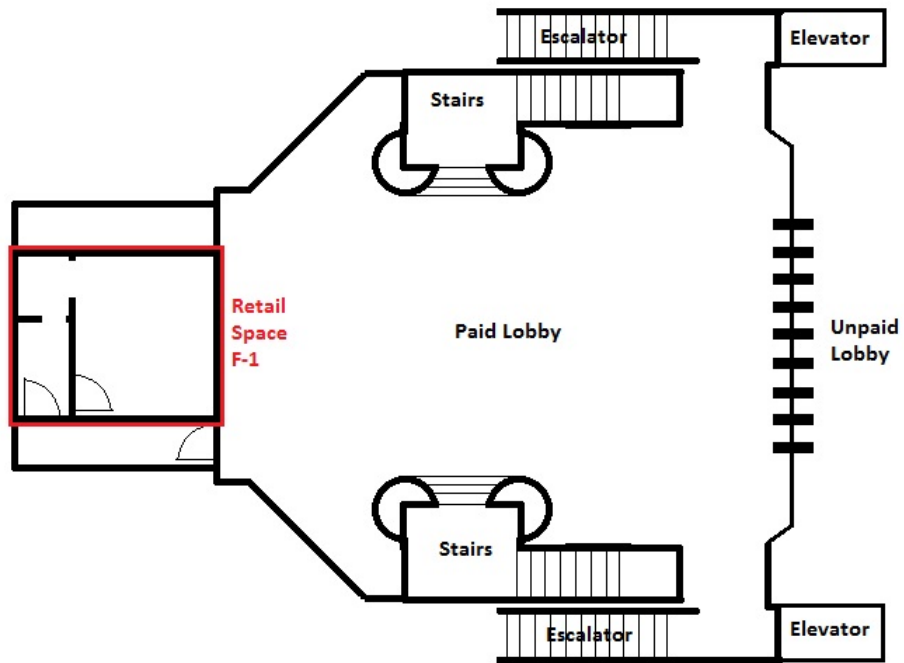
Retail Space Details

Please see Summary of Lease Terms and the Model Lease for a complete set of terms

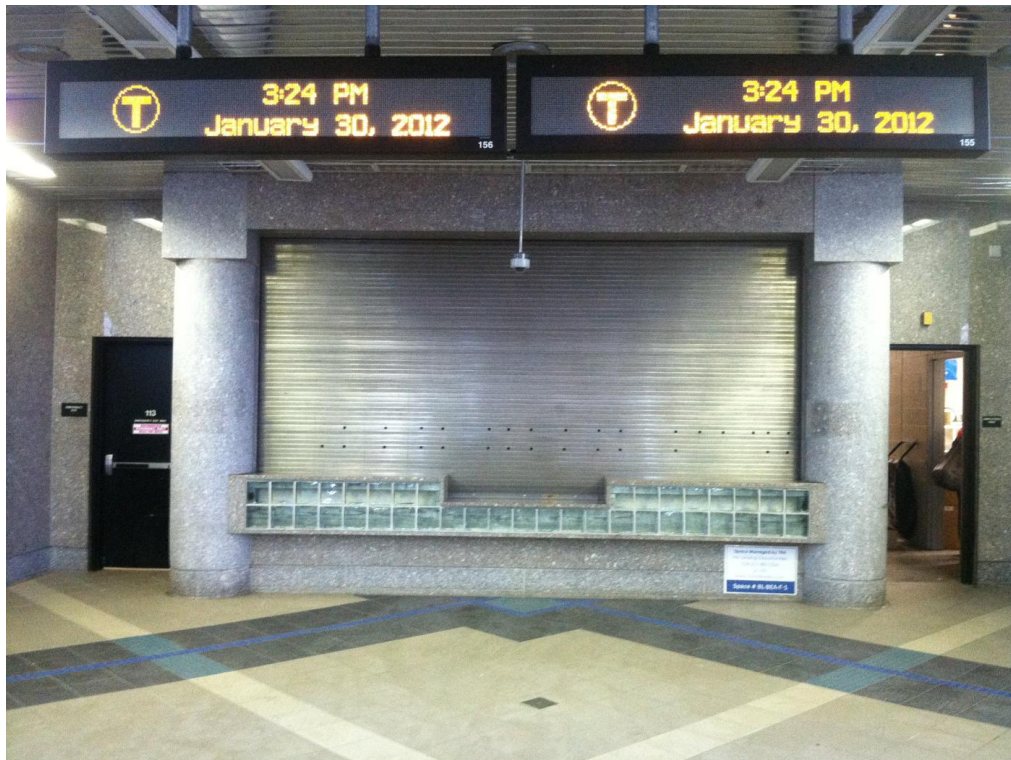
Location:	The space is located in the paid lobby of the MBTA Beachmont Station, Blue Line, in Revere, Massachusetts. Revere is located East of Boston.
Retail Space (RSF):	Approximately 728 square feet of space.
Prohibited Uses:	Popcorn, check cashing services, tobacco, alcohol, ATM's & vending machines.
Tenant Improvement Period:	60 days from lease execution.
Utility Information:	Electricity: Panel within the space. Water/Sewer: Cold water connection is available in the space. No sinks or water heater. Natural Gas: n/a Oil: n/a
Fixed Rent:	The Rent will be determined by a public bid process and subject to annual escalations.
Percentage Rent:	In addition to Base Rent, the Tenant shall pay Percentage Rent equal to Seven percent (7%) of Gross Sales above the Breakpoint. Breakpoint shall be defined as the quotient of the Base Rent and Seven Percent (7%). <i>Fixed Minimum Rent ÷ 7% = Breakpoint</i>
Marketplace Member Program:	Tenants are required to comply with the requirements of this program. Details are located in Exhibit E of the Model Lease which includes, among other things, the use of a point of sale (POS) system.
Ridership:	A typical weekday entry count at Beachmont Station in 2009 was approximately 1,936. This count is only for entrances into the system and does not count those exiting. Additional MBTA ridership information is available on the MBTA website in full detail as follows: <u>Link to Download it:</u> http://www.mbta.com/about_the_mbtadocument_library/?search=blue+book+2010&submit_document_search=Search+Library <u>Link to View it:</u> http://www.mbta.com/uploadedfiles/documents/Bluebook%202010.pdf
Design Guidelines:	Tenants are required to conform to the MBTA Tenant Design Guidelines. The most current version can be found on TRA's web site: www.TransitRealty.com/Opportunities/Retail
MBTA Required Improvements:	Build out the space to conform to design guidelines.

Suggestions received may be incorporated into an upcoming public offering for this space.

Retail Space Plans & Pictures



Overview of Beachmont Station



View of Space from Lobby

Submission Process for Interested Parties

Transit Realty Associates, LLC (“TRA”) serves as the designated representative of the Massachusetts Bay Transportation Authority (“MBTA”) for retail leasing. Accordingly, interested parties are invited to provide a Letter of Interest in the Ashmont Station property which should include proposed business terms and suggestions for the upcoming offering. Letters of Interest can be sent to:

Transit Realty Associates, LLC
77 Franklin Street – 9th Floor, Boston, Massachusetts 02110
Attention: R.J. Long
Telephone: 617-482-2525 Fax: 617-482-0210
E-mail: RJLong@TransitRealty.com

Business Terms

The MBTA encourages interested parties to provide ideas regarding feasible terms including but not limited to:

- Proposed terms for lease (lease term, options, etc.);
- Proposed annual base rent;
- Format for revenue sharing with the MBTA (i.e. Minimal Annual Guaranteed Rent and Percentage Rent);
- Fit up period;
- Improvement Funding
- Lease Commencement Date;
- Comments on MBTA Design Guidelines (Available online at: www.TransitRealty.com/Opportunities/Retail).

Other suggestions and comments on retail management, terms and approaches are encouraged.

Suggestions received may be incorporated into an upcoming public offering as an Invitation to Bid (“ITB”) for the lease of this space.

Respondents should assume that all material submitted may be available to the public. The MBTA and TRA assume no liability for disclosure or use of any submitted information or data.

Responses are non-binding in any manner and a response does not guarantee a Public Bid Offering will occur or that any suggestions incorporated into a response will be included in the ITB.

A COMPLETE SAMPLE INVITATION TO BID CAN BE PROVIDED UPON REQUEST

Invitation to Bid Process & Example Public Bid Offering Schedule

The MBTA may elect at anytime to publish an Invitation to Bid for this location. The MBTA is required to follow a specific public bid and award process for the lease and sale of its property.

The following Schedule is provided as a guide and is subject to change at the MBTA's discretion.

Invitation to Bid is Published (Date: TBD) <i>Please contact TRA to express interest</i>	
<u>Approximately 2 Days Prior to Pre-Bid Conference</u>	Deadline for written questions: Potential Bidders are encouraged submit, in writing, all questions and requests for clarifications or changes. Prior to the Pre-Bid Conference if possible. Written questions may be mailed, faxed, or e-mailed to the above TRA address to the attention of R.J. Long.
<u>Approximately 2 to 3 weeks prior to Bids Due Date</u>	Pre-bid Conference: A pre-bid conference is typically held at TRA's offices followed by a site visit.
<u>Approximately 4 to 5 weeks after ITB is published</u>	Bid/Bid Deposit Due: Completed bid submissions must be submitted to TRA in sealed envelopes as described in ITB. Most Bid offerings require a Bid Deposit that is either returned to unsuccessful bidders or applied towards base rent.
<u>Approximately 5 minutes after Bids are due</u>	Bid Opening: Bids received by the specified date and time are publically opened and read aloud.
<u>Approximately 7 days after Bids are due</u>	Successful Bidder Designation: MBTA will designate the highest responsible and eligible Bidder as "Successful Bidder" after completion of Due Diligence.
<u>Within twenty-eight (28) days of Designation</u>	Delivery of an executed Lease & Security Deposit by Successful Bidder: The Successful Bidder is expected to deliver the Lease Agreement executed by Successful Bidder to the MBTA along with the appropriate Security Deposit to MBTA.
<u>Projected to be within twenty-one (21) days of Successful Bidders Delivery of an executed Lease</u>	MBTA execution of Lease/Lease Commencement: The MBTA will sign the lease after receipt of the executed lease and deposit.

General Qualifications:

Bids received shall be evaluated on the basis of the highest Bid from and among responsible and eligible Bidders. Bids may not be conditioned in any manner.

Bidders must meet minimum qualifications in terms of experience operating a similar business, financial strength, and be in "good standing" to be considered eligible for acceptance of a bid.

If the Bidder is proposing to do business as a franchisee of another entity, the Bidder is required to submit written proof that the franchisor has approved the franchisee's proposal to do business as its franchisee at the Premises.

Summary of Typical Lease Terms:

<u>Landlord:</u>	The Massachusetts Bay Transportation Authority (MBTA)
<u>Premises:</u>	Description of the Premises are summarized and attached above.
<u>Lease Term:</u>	One Year.
<u>Lease Commencement Date:</u>	The date the Lease Agreement is executed by both the Tenant and the MBTA.
<u>Tenant Improvement Period:</u>	<p>The period between the Lease Commencement Date and the Rent Commencement Date to allow Tenant to make necessary improvements to the Premises (the "Tenant Improvement Period").</p> <p>Tenant Improvement Periods for this lease will be 60 days.</p>
<u>Rent Commencement Date:</u>	Rent shall commence upon the earlier of i) 60 days following the Lease Commencement Date or ii) the date Tenant opens for business.
<u>Lease Term Expiration Date:</u>	The Lease Term shall expire at 11:59 PM, on the day before the Fifth anniversary of the Rent Commencement Date.
<u>Lease Year:</u>	A twelve-month period beginning on the Rent Commencement Date.
<u>Rent Payment:</u>	<p>Base Rent plus Percentage Rent.</p> <p>The <u>Base Rent</u> shall be paid in twelve (12) equal payments due in advance on the first of each month.</p> <p><u>Percentage Rent</u> shall be payable thirty (30) days after the last day of each Lease Year and based on the Monthly Reporting requirements.</p>
<u>First Year Base Rent:</u>	Accepted Bid Amount
<u>Base Rent Escalation:</u>	During the Lease Term, the Base Rent shall escalate each Lease Year on the anniversary of the Rent Commencement Date by an amount determined by multiplying the Base Rent for the previous Lease Year by the percentage change in the Consumer Price Index-Urban, ("CPI-U") during said previous Lease Year plus one percent (1.0%), but in no case shall the Base Rent increase each Lease Year be less than three percent (3.0%).
<u>Hours of Operation:</u>	The maximum daily hours of operation will coincide with the regular station operation hours. Tenant must operate regular hours approved by the MBTA and such hours shall be publically posted.

Allowable Uses and Restrictions:

Any lawful use subject to restrictions in lease. The MBTA is seeking tenants whose primary goods and services are compatible with other tenants in the station and do not directly compete with them.

Tenant must obtain MBTA's prior written approval of any use of the Premises. All uses are subject to prior approval by the MBTA and bidders intended use of the Premises should be set forth in detail in each bidder's bid.

Uses prohibited on the Premises shall include: (1) sale of tobacco products; (2) sale of alcoholic beverages; (3) vending or automated retail machines of any kind; (4) check-cashing services; and (5) ATMs.

No food preparation involving open flames are allowed in any of the retail spaces.

The MBTA reserves the right at any time to prohibit the sale of any product or service which it may deem to be offensive or not in the best interest of the public.

The retail operations must not have a negative impact on the operations of the Stations. The MBTA may require specific operational modifications that minimize pedestrian traffic congestion.

Absolutely no use of MBTA escalators will be allowed for movement of supplies, equipment or other items related to the business as specified in Exhibit H of the Model Lease.

Condition of Premises:

The Premises are offered in their present "As Is" condition. The spaces are subject at all times to the odor, noise, lighting, fumes, particle pollution, electromagnetic impacts and vibrations caused by the MBTA transit, rail, bus and other Station operations ("Negative Impacts").

The MBTA makes no representation as to the fitness of the Premises for any proposed use, the suitability of the Premises for any particular purpose, or as to the ability of the Bidder to obtain any necessary permits or approvals relating to the Premises.

Agreement Type(s):

Lease for non-exclusive uses and services.

Market Place Member Program:

Tenants shall be obligated to comply with the requirements of the MPMP, attached as Exhibit E of the Model Lease.

Percentage Rent:

The Percentage Rent shall be calculated annually based on the auto polled sales data and in accordance with the specified Percentage Rent rate provided in the Model Lease, Section 1.1 C (ii).

The Percentage Rent will be in addition to the Base Rent when the Gross Rent is calculated to exceed the Percentage Rent Threshold. The Percentage Rent will

only be applied to the Gross Revenue amount that exceeds the calculated Percentage Rent Threshold.

Option Term Rent:

The Option Term Base Rent will be the Base Rent from the previous year plus the Base Rent Escalation. The Percentage Rent will be applied in the same manner as for the initial Lease Term.

Security Deposit:

A security deposit equal to two (2) months of the first year's Base Rent is to be paid upon execution of the Lease by the successful bidder. The security deposit shall be increased to be equal to two (2) months of the first year's Option Term Rent which amount shall be paid upon commencement of the Option Term.

Utilities and Systems:

Tenant shall pay or cause to be paid any and all charges, including but not limited to those for electricity, telephone, telecommunications, power or other utility services (including installation charges) at any time rendered to or used by a Tenant on or about the Premises. Phones lines shall be dedicated lines.

The MBTA shall have no obligation to provide telephone or data communication services.

Landlord makes no representation or warranty with respect to suitability of utilities and systems for any purpose. Bidders are responsible for independently verifying the availability and sufficiency of services for tenant uses. The MBTA shall have no obligation to provide utilities or access to utilities to the retail spaces.

Any required upgrades to existing utilities and systems (e.g. HVAC, electric, fire protection, telecommunications, and plumbing), for Tenant's use shall be done at the Tenant's sole expense. Tenant shall pay or cause to be paid any and all utility charges, including installation charges, at any time rendered to or used by Tenant on or about the Premises.

Tenant may tie into Landlord's utilities subject to MBTA approval at the MBTA's sole discretion. Tenant's utilities shall be separately metered at Tenant's sole cost. Tenant shall be solely responsible for engineering, installing, maintaining, and paying for any and all utilities and related systems servicing the Premises. Tenant shall pay any connection or service charges attributable to Tenant's use.

Monthly Electricity Fee:

In the event electrical utilities servicing the Premises are not separately metered, Tenant shall pay Landlord a mutually agreed to Monthly Electric Fee based on consumption but not less than \$25 per month for Tenant's electric power consumption which shall be "additional Rent". The Monthly Electric Fee shall be paid in advance on the first of each month commencing on the Rent Commencement Date.

Electric Outlets:

Tenant shall confirm that electrical service and electrical outlet(s) provided by Landlord are suitable for its power requirements PRIOR to taking occupancy of the Premises. The MBTA makes no representation or warranty with respect to suitability of electric power or electric system for any purpose. In the event

additional electrical power must be installed to meet Tenant's power requirements, the MBTA shall install such electrical service at Tenant's cost.

Metering Requirements:

Depending on use, The MBTA may require separate electric metering.

Security Alarm Requirements:

Depending on use, the MBTA may require security alarms.

Security:

Tenant shall be solely responsible for the security of its customers, equipment, cash contents, armored service, employees and subcontractors in connection with the installation, maintenance, operation, and use of its business.

Tenant is responsible for compliance with MBTA policy and applicable requirements for security as provided Exhibit J of the Model Lease.

Landlord Improvements:

None. The spaces are offered "as is" without representation or warranty.

Landlord Maintenance:

Landlord shall maintain the building structure and public areas of the building.

MBTA Required Improvements:

Build out the space to conform to design guidelines.

Tenant Improvements:

Tenant shall, during the Tenant Improvement Period at Tenant's sole cost, complete all necessary improvements including, without limitation, fit-up alterations, installation of any and all utility services including, but limited to, plumbing, electrical, power, telecommunications equipment, wiring, and connections.

Tenant shall submit for Landlord's approval, design drawings and specifications for all proposed work including signage. Tenant's design shall conform to the MBTA Design Guidelines provide in Exhibit D of the Model Lease.

Tenant shall not commence any work until i) it has obtained all necessary permits and ii) Landlord has issued its written approval of the proposed work

The Successful Bidder is responsible for verifying any and all permitting requirements for its proposed use. The Successful Bidder's business on the Premises must comply with applicable Federal, state and local laws, regulations, codes and ordinances including, but not limited to, those that relate to health and safety.

Improvements must be in compliance with the MBTA and the Boston Center for Independent Living agreement which may be viewed on the MBTA website:

www.mbta.com/uploadedfiles/about_the_T/reports/capital_investment_program/bcil_settlement.pdf.

The Tenant must furnish labor that can work in harmony with all other elements of labor employed or to be employed at the Station.

Tenant Maintenance:

Tenant shall maintain the Premises at its sole cost including all HVAC, utilities and systems, e.g., electric, plumbing, etc., located within the Premises. Tenant shall maintain all HVAC, utilities, and systems located outside the Premises to the extent that they service only the Premises.

Taxes:

Tenant shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, which are applicable during the Term, which may be assessed against Tenant or the MBTA in relation to the Premises, the occupation or operation thereof, the revenue derived therefrom, or any personal property or fixtures located thereon (collectively referred to as "Taxes").

Advertising:

In the event any advertising is permitted on the Premises, Tenant shall comply with MBTA rules and regulations governing advertising on MBTA property.

Promotion of Ridership:

The MBTA Marketing Department may promote MBTA Ridership, special events and programs in which the Tenant may be required to participate; provided, however, Tenant shall incur no material cost in connection with any such participation.

MBTA Standard Lease Terms:

MBTA's Standard Terms and Exclusions shall apply as set forth in the Model Lease including, without limitation, insurance, indemnification and environmental requirements.

Other Terms:

Non-Exclusive Retail Concessions

It is the goal of the MBTA to provide the widest range of services to MBTA patrons. However, Tenant shall have no exclusive rights to or within any particular transit station(s).

FULL SAMPLE RETAIL LEASE IS AVAILABLE UPON REQUEST