



March 20, 2024

RE: Request for Proposal – **19,500-25,000 SF Classroom Space**

Dear Owner,

NAI Mertz has been retained as the exclusive real estate representative for a credit tenant (“Tenant”) for their classroom leasing requirement. Tenant has asked that we solicit proposals for spaces that may fit the requirement outlined below.

Please review the following and respond with a proposal in a redline or similar format that addresses each of the terms and conditions below no later than April 5, 2024 at 5:00 pm Eastern Standard Time.

Tenant:	Confidential credit tenant
Landlord:	Please Specify
Size:	19,500-25,000 sf +/- . Please provide us with a floor plan and site plan of proposed space (including parking) as well as the CAD drawing.
Location:	West Deptford is preferred, neighbouring municipalities will be considered, no more than a 2-mile radius from West Deptford.
Use/Zoning:	Classroom
Availability:	The proposed space has no existing tenant rights or encumbrances. No existing tenant has the right to prohibit Landlord from leasing the proposed space to Tenant.
Privacy:	Freestanding buildings are preferred; shared buildings will be considered as long as there are clear demising walls between units with no common spaces. Tenant requires private entrance.
Term:	Fifteen (15) years
Lease Commencement:	Upon completion of Landlord Improvements as described herein.
Early Access:	Tenant requires access to the Premises sixty (60) days prior to lease commencement, with a certificate of occupancy delivered by Landlord, on or before to fit out, wire and retrofit the space. During the early access period tenant shall not be responsible for any rent, operating expenses or utility expenses.
Lease Rate:	Please indicate the lease rates in Net Rents receivable by Landlord.
Rent Abatement:	Please specify for which months the rent shall be abated following Lease Commencement.

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Space Breakdown:	Space to be delivered per the attached Preliminary Property Specifications
Security Deposit:	To be determined
Operating Expenses:	Tenant will be responsible for operating expenses pertaining to its portion of the building occupied such as; property taxes, property insurance and exterior maintenance (including, but not limited to, landscaping and snow removal).
Taxes, Insurance & CAM:	Please provide a summary of the real estate taxes, insurance and operating expenses including management fee on a per square foot basis over the last year and the best estimate for the upcoming year.
Option to Extend:	<p>Landlord agrees to provide five (5), five (5) year Renewal Options. The first option shall be at a 3% escalation of the then current rent and the following options shall be at Fair Market Value but in no event shall rate be more than 105% of the then expiring rate.</p> <p>Tenant shall have the right to exercise all Renewal Options with twelve (12) months' prior written notice. All other terms and conditions shall be substantially the same as in the primary Lease.</p>
Holdover Rights:	Tenant to have the right to holdover for the first six months at 110% of the then current rent, then the next six months at 125% of the then current rent.
End of Term Requirement:	Tenant to have the right to vacate the facility without having to remove any Landlord approved improvements or trade fixtures from the space.
Landlord Improvements:	Landlord to turn-key space per the attached Preliminary Property Specifications page.
Future Improvements:	Landlord will grant Tenant the right to make improvements necessary for Tenant's business. Tenant must obtain Landlord's prior written consent, which shall not be unreasonably withheld or delayed, for any alterations or modifications that would adversely affect (in the reasonable discretion of Landlord) the Premises' structure.
Clear Height:	Please provide specifications.
Column Spacing:	Please provide specifications.
Sprinkler System:	Please provide specifications.



Lighting:	Landlord to provide new LED lighting
Ventilation:	To township code
Power:	Please provide specifications.
Car Parking:	Please confirm number of allocated car parking spaces.
Fencing:	Landlord to install perimeter fencing for security to abide with all township/municipal codes
Roof:	Please indicate the roof age and type.
Right of First Refusal:	Tenant shall have the ongoing Right of First Refusal on contiguous space in the building.
Right of First Offer:	In the event Landlord decides to sell the property, Tenant shall have the first right to present an offer to purchase.
Warranty:	Landlord reps and warrants that Premises are in good condition and repair and free of defects for one (1) year from Lease Commencement Date. Tenant shall have the benefit of any existing warranty. Landlord shall warranty the pre-existing operating systems of the building for a period of twelve (12) months (i.e., mechanical, electrical, HVAC, plumbing, lighting, etc.).
Structural Components:	Landlord, at its sole cost and expense without a pass through of cost to Tenant, shall keep and maintain in good order and condition, repair and replace the foundation, floor slabs (excluding regular floor cleaning and maintenance), exterior walls, roof structure and membrane, utility systems to the point of connection into the Premises and utility systems imbedded within the building structure and structural elements of exterior parking areas.
Sublease or Assignment:	At all times during the initial lease term and during all renewal periods, Tenant shall have the right to sublease all or any portion of the Premises, or to assign all of its leasehold rights, to any subsidiary or affiliate without Landlord's approval/consent. Tenant shall not sublet any portion of the Premises to any other entity without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the absolute right at any time to assign the lease to its customer which shall be named by Tenant and subject to Landlord approval of said assignment right prior to execution of the Lease.



- Access:** Tenant shall have access to the space twenty-four (24) hours per day, seven (7) days per week. Landlord and Landlord's agents will be required to observe Tenant and Tenant's client's security procedures when accessing the Premises.
- Signage:** Tenant at their sole cost and expense shall be allowed to use, alter, or remove any existing sign(s) and add signage per local code. Please note if any monument signage is included.
- Environmental:** Landlord indemnifies, defends and holds Tenant harmless from any environmental conditions affecting the Premises or Common Areas in existence as of Lease Commencement Date. Tenant shall have no liability under Lease and shall not share in any costs of removal and remediation of Hazardous Materials from Premises, Building or Common Areas unless caused by Tenant or its employees, agents or contractors.
- ADA Compliance:** Landlord represents substantial compliance of the common areas with applicable ADA requirements. Landlord shall be responsible for any construction or other costs associated to bring the common areas and entrances to the premises from the common into reasonable compliance with the American Disabilities Act (ADA) or other applicable building codes currently in effect. Tenant will be responsible for ADA compliance with regard to any Tenant Improvements wholly within Premises.
- Compliance with Laws:** Landlord shall deliver the Premises in compliance with all current building, fire, and life safety codes required by the municipality or any other governmental authority for the Base Building. At the time of Lease Commencement, the Premises shall be in compliance with all applicable laws, including ADA compliance. Tenant shall not be responsible for curing, or liable for any costs associated with, any aspect of the Premises which was not, at the time Tenant first takes possession of the Premises pursuant to the Lease, in compliance with all applicable laws, rules, regulations, codes, restrictive covenants, and the like affecting the Premises ("Pre-existing Non-compliance Items"). Landlord shall be solely responsible for immediately curing all Pre-existing Non-Compliance Items at Landlord's sole expense.
- Designations:** Please specify if the property or space qualifies for any designations that provides financial benefits to the Tenant, and what those benefits are, if any.
- Brokerage:** NAI Mertz is representing the Tenant in this transaction. Landlord shall pay to NAI Mertz a commission of five percent (5%) of aggregate base rent payable fifty percent (50%) at lease execution and fifty percent (50%) at lease commencement.



This document is an invitation to negotiate. This document is neither an offer nor a contract. No party shall have any legal rights or obligations with respect to any other party because of the existence of this letter. No party shall fail to take any action in detrimental reliance on this letter. Tenant intends to solicit simultaneous offers from other potential landlords. Tenant reserves the right at any time to accept any offer or to submit any counteroffer without further notice to you or any other potential landlord.

Sincerely,
NAI Mertz

A handwritten signature in dark ink, appearing to read 'Scott Mertz', with a long, sweeping horizontal line extending to the right.

Scott Mertz, SIOR
President

Preliminary Property Specifications

- See attached Preliminary Concept
 - 11 classrooms (775-850+/- sf with toilets)
 - 3 small group rooms (150-300+/- sf)
 - 3+ offices (3 offices + reception+ Nurse area)
 - Small kitchen
 - Several storage areas
 - Parent drop routing
 - Bus routing
 - Drop-off areas around building
 - Play areas in green zones
- All school construction shall be done in accordance with the Uniform Construction Code (“UCC”)
- Instructional rooms with windows shall have no exterior obstructing wall within 20 feet of the major window wall
- Inner courts shall have a minimum width of 20 feet
- Concrete floors in all instructional areas, except shops, shall be covered with a resilient floor covering
- The ceiling height of an academic classroom or other instructional space containing more than 300 square feet in area shall average nine feet six inches, and no part of the ceiling or other obstruction shall be lower than eight feet.
- Instructional spaces of less than 300 square feet and areas of larger spaces devoted to clothing alcoves, storage or work space shall have a minimum ceiling height of eight feet
- Height of the ceiling or other obstruction in other areas shall provide a minimum clearance as listed:
 - Gym (22 feet)
 - Aux Gym (14 feet)
 - Cafeteria (18 feet)
 - Library (9.5 feet)
- School corridors and all other administrative spaces shall have a minimum ceiling height of eight feet
- A health unit shall be provided and shall include a nurse's area, a waiting area, an examination area, a rest area with privacy, drinking water, and toilet facilities sized and arranged so physically disabled persons requiring assistance will be able to receive aid
- The minimum dimension of an instructional space or specialized instructional space shall be 10 feet
- Entrance and exit requirements shall be as follows:
 - Pick-up and drop-off areas shall be designed to provide safe entrances and egress for students and adults;

- There shall be clearly marked walkways from drop-off areas into school facilities, and entrances to the school facility shall be clearly marked;
- Minimum clear widths for egress corridors serving more than 100 students in pre-kindergarten and elementary schools (kindergarten through fifth grade) shall be:
 - Seven feet, wall to wall without lockers or wardrobes;
 - Eight feet, wall to locker face with lockers or wardrobes on one side; and
 - Nine feet six inches, locker face to locker face with lockers or wardrobes on both sides.
- Minimum clear widths for secondary egress corridors serving 100 or fewer occupants shall be five feet.
- Doors from all spaces used by students and school staff, excluding lavatories, storage rooms, janitors' closets, instructional spaces under 300 gross square feet, and locker rooms, shall swing into the corridor and shall have a safety vision panel of 1/4 inch glazing that is at least 100 square inches.
- Safety requirements:
 - Glazing in fire-rated assemblies shall be in accordance with the UCC. All other interior glazing shall be safety glazing
 - All construction or alteration of playgrounds, playground equipment, and surfacing, including materials provided at the base of playground equipment, shall comply with the playground-safety subcode of the UCC at N.J.A.C. 5:23-11, and with N.J.A.C. 5:23-7, the Barrier Free Subcode of the UCC
 - When provided, a ceiling paddle fan shall be located at least eight feet above the floor and be enclosed with a metal guard
 - Playground equipment shall not be constructed of chromated copper arsenate treated wood
 - The storage of pesticides shall be in a locked metal cabinet and vented to the exterior.
- Electrical and power:
 - Push-type emergency cut-out switches shall be provided at appropriate locations within shops to de-energize the electrical supply to non-portable machinery and shall have a clear unobstructed access of a minimum of 36 inches. The switches shall be provided on the basis of one for each 1,000 square feet or fraction thereof of floor area in the shop, but in no case less than two per shop. Reset of the interrupted service shall be by a key-operated switch located within the shop. The cut-off and reset circuits shall be designed and installed to negate the possibility of the control circuit being de-energized, thereby being inoperative
 - All non-portable motorized equipment and machinery shall be provided with magnetic-type switches to prevent machines from automatically restarting upon restoration of power after an electrical failure or activation of the above emergency cut-off
 - Instructional spaces shall be provided with sufficient electrical power, communication and data outlets to satisfy the school district's program and equipment needs as defined in the school district's approved technology plan or

equivalent document and educational specifications for a school facilities project, with not less than two duplex outlets remotely located per space

- A communication system shall be installed in each classroom to allow for emergency communication to local authorities. The communication system may be in the form of a telephone system capable of placing 9-1-1 calls
- Lighting requirements:
 - Classrooms and instructional areas – 50 footcandles
 - Reception rooms, gyms, café – 70 footcandles
 - Corridors without lockers and storerooms – 5 footcandles
 - Classrooms for partially sighted – 70 footcandles
 - Locker rooms, washrooms, toilet rooms, corridors containing lockers and stairways – 10 footcandles
- Plumbing requirements:
 - General student toilet rooms shall be designed and labeled for student use, contain at least two of each required fixture and be directly accessible from a corridor or an open plan instructional space. Students housed within an instructional space in excess of 300 square feet shall not be required to travel through any other space except a corridor to reach a general pupil toilet room
 - There shall be at least one general toilet room for each sex on each floor occupied by students, or all instructional rooms shall have individual toilet rooms. Where classrooms, shops, or physical education rooms are provided with self-contained individual facilities (water closet, lavatory, and drinking fountains), the pupil capacity of the rooms shall not be counted in computing the number of fixtures required in the general pupil toilet rooms
 - An individual toilet room shall be provided in each classroom
 - located and equipped in such a way as to ensure privacy for the students
 - accessible to physically disabled students and barrier free in design as per NJAC 5:23-7
 - equipped with open front seat with a flood rim height no greater than 14 in from floor and a lavatory sink with a floor rim no greater than 26 in from the floor
 - Floors of all toilet, shower, and drying rooms shall be water-tight and impervious to moisture. Floors shall be provided with an integral cove base at least four inches high
 - Flooring materials of ceramic tile, quarry tile, sheet vinyl, and plastic coatings
 - Bubble or water fountains in classrooms
 - Arts/crafts classrooms should have water source, sink and appropriate sink trap
- Resilient floor covering
- Classrooms shall be designed to modulate interior noise and minimize exterior noise
- All classrooms shall have operable windows with inside locks and shall be equal to at least four percent of the floor space.
- 100 square feet of outdoor play space for each child using the space at one time



- Child-safety receptacles shall be used throughout preschool classrooms and bathrooms and elsewhere in the school facility where applicable.
- Classroom lighting shall be adjustable and varied across the space with a mixture of both natural and artificial light
- Facilities shall provide a diaper/clothes changing area in the classroom

(This preliminary drawing is to be used as an example for ideal layout only)

