

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

4/5/2010

LEASE NO. GS-01B-04676

THIS LEASE, made and entered into this date by and between **97 Barnes Road, LLC**
whose address is: c/o Levey Miller Maretz Commercial Realtors
1768 Litchfield Turnpike
Woodbridge, CT 06525

and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and
the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as
follows:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 2,058 Rentable Square Feet (RSF) yielding 1,871 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 1.099 of office and general purpose space located on the 1st floor of the building located at 97 Barnes Road, Wallingford, CT 06492-1885 (hereinafter the "Building") known also as unit 2, and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; including the use of twelve (12) surface parking spaces and twelve (12) reserved surface parking spaces, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration..
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of Paragraph 7 hereof (the "Commencement Date"), and ending ten (10) years thereafter, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term"). Upon actual determination of the Commencement Date, and consequently the Lease Term, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date of the Lease and the Government's acceptance of the Leased Premises by execution and delivery of a Supplemental Lease Agreement.
3. TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the fifth (5th) year by giving at least one hundred and twenty (120) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 120-day period shall be computed commencing with the day after the date of mailing of the notice by the Government
4. RENEWAL OPTION: (intentionally deleted)
5. THE GOVERNMENT SHALL PAY: to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

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Years 1 through 5: Annual rent of \$64,765.26 payable at the rate of \$5,397.11 per month, in arrears;

Years 6 through 10: Annual rent of \$49,968.24 payable at the rate of \$4,164.02 per month, in arrears, via Electronic Funds Transfer to:

97 Barnes Road, LLC
c/o Levey Miller Maretz Commercial Realtors
1768 Litchfield Turnpike
Woodbridge, CT 06525

Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the use of twelve (12) surface parking spaces and twelve (12) reserved surface parking spaces during the term of the lease at no additional charge.


6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT: for the stated rental consideration specified in Paragraph 5 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build-out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 8CT2026, dated 8/25/2009, (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the Approved Government Layout Drawings.
 - (d) All provisions and specifications of the Lessor's Best and Final proposal dated 12/07/2009, submitted in response to the SFO and the Government's request for Best and Final Offers;
 - (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein;
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease; and
 - (g) A CAD file showing all space under lease due within 30 days of lease execution including the installation of restrooms according to the specifications listed in SFO 8CT2026 dated 8/25/2009.

7. IN REFERENCE TO BUILDOUT AND DELIVERY: of the Leased Premises, the Lessor agrees to the following:

- (a) In no event shall the Leased Premises be deemed to be ready for occupancy unless the same shall comply fully with all provisions of this Lease, including, but not limited to, the substantial completion of all improvements, requirements and construction in accordance with the specifications contained in this Lease, the SFO and the Approved Government Layout Drawings as referenced in Paragraph 6 above and all documents referenced in such SFO and this lease.
- (b) The phrase "substantial completion" (or "substantially complete") shall mean that all work necessary to deliver the Leased Premises in accordance with each and every requirement and specification of this Lease, and all other appurtenant things necessary for the Government's access to the Leased Premises and the full occupancy, possession, use and enjoyment thereof, shall have been completed or obtained, including, without limitation, all required reviews, approvals, consents and permits (including a final certificate of occupancy for the entirety of the

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(c) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter, "Delivery"):

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(d) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of Items remaining to be completed for all interior spaces in the Building (the "Interior Punch List Items"). Lessor and the Government agree that in the event that the Interior Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. If Interior Punch List Items are not fully completed within 120 days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity.

(e) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.

8. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term aggregate value of this lease ("Commission"). The total amount of the Commission is [REDACTED] in accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc upon lease execution. The shell rental portion of the annual rental payments (\$10.51 per RSF x 2,058 RSF = \$21,629.58 or \$1,802.47 per month) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$5,397.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent,
- Second Month's Rental Payment of \$5,397.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent,
- Third Month's Rental Payment \$5,397.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent, and
- Fourth Month's Rental Payment \$5,397.11 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

9. **THE GOVERNMENT SHALL HAVE THE RIGHT:** but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, [REDACTED]
[REDACTED]

10. **THE GOVERNMENT AT ITS OWN EXPENSE:** shall be responsible for providing and installing telecommunications, computer cable, conventional furniture, systems furniture and certain special

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equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.

11. TAX ADJUSTMENTS: Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of 97 Barnes Road for real estate tax purposes is agreed to be 8.9257% (2,058 RSF/23,057 RSF).
12. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$21,876.54. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
13. VACANT PREMISES: Referencing Paragraph 4.4 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced for the entire vacancy period by \$2.00 per BOASF. Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities.
14. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 4.6, at the rate of \$25.00 per hour. Standard building hours are from 6:00 a.m. to 8:00 p.m. Monday through Friday and 6:00 a.m. to 5:00 p.m. on Saturday.
15. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a (hereinafter, a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
16. REPRESENTATIONS AND WARRANTIES OF LESSOR: The Lessor hereby represents and warrants:
 - (a). That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant

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to entering into this Lease.

(b) That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.

(c). That:

(i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses;

(ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.

17. SATELLITE DISH/ANTENNA: The Government reserves the right to install, in compliance with any State and local regulations (e.g. zoning restrictions) additional satellite dishes or antennae at or on the Leased Premises at any time during the term of this Lease (as the same may be extended or renewed). All rights and privileges of the Government to install, use and access satellite dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to Government per Paragraph 8.14 of the SFO.

18. NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express, if intended for the Lessor to Mr. Lawrence P. Coassin and/or Mr. Lawrence D. Buhl, III at the address first set forth above, or as follows:

Re: 97 Barnes Road, LLC
c/o Levey Miller Maretz Commercial Realtors
1768 Litchfield Turnpike
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and if intended for the Government, to the below-named Contracting Officer at the following address:

Mr. Steven M. Smith, Contracting Officer:
GSA Public Building Service
New England Region
10 Causeway Street
Room 900
Boston, MA 02222

or to such other address as shall be given in writing by any party to the other.

19. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 & 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$87,394.41 calculated at \$46.71 per BOMA Office Area Square Foot (over 1,871 BOASF), and amortized over five (5) years at the rate of eight (8%) percent. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the

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amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term.

20. REMOVAL UPON EXPIRATION/TERMINATION OF LEASE: The Government shall, upon expiration or earlier termination of this lease, remove all personal property and return the space in broom clean condition.

21. CHANGE OF OWNERSHIP: If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- (a) Certified copy of the deed transferring title to the property from the lessor to the new owner; Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
- (b) Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.
- (c) Completed Form 3518 Representations and Certification from the new owner.
- (d) Completed Form 3881 ACH Enrollment from the new owner.
- (e) GSA Form 3518, Representations and Certifications shall be completed by new owner.
- (f) GSA Form 3881, ACH Form shall be completed by new owner.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer.

22. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS:

Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- (a) Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- (b) Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- (c) Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;

Initial/Date: _____

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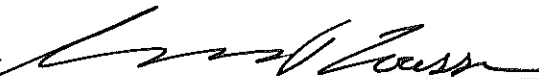
- (d) Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
(e) When need for documents has elapsed, destroying all copies.

23. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. SFO 8CT2026
- B. GSA Form 3517, General Clauses
- C. GSA Form 3518, Representations and Certifications
- D. Exhibit A - Floor Plan
- E. Exhibit B - FAR 52.246-12, 52.246-21 and GSAR 552.246.72

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.


LESSOR: 97 Barnes Road, LLC

BY 
Lawrence P. Coassin
145 Manager


Manager
(Title)

IN PRESENCE OF:




(Signature) PRINTED NAME OF WITNESS:
LYNN E. DOMBRAUSKAS


(Address of Witness)

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

BY 
Steven M. Smith

Contracting Officer
(Official Title)

Initial/Date:  & 
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