

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

4/8/11

LEASE NO.

GS-04B-61039

THIS LEASE, made and entered into this date by and between CW NOM LLC

Whose address is TWO NEWTON PLACE, 255 WASHINGTON ST. SUITE 300  
NEWTON MA 02458-1634

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 12,835 rentable square feet (RSF) of Office and related space, which yields 11,217 ANSI/BOMA Office Area square feet (ABOA) of space at Executive Park #6, 6 Executive Park Drive, 3<sup>rd</sup> Floor Atlanta GA 30329-2215 to be used for such purposes as determined by the General Services Administration. The offered space and entire building premises are presented to the Government in "as-is" condition. Lessor represents that the entire premises as well as the Building Shell items in the leased premises are in "good repair and tenantable condition" at the time of Lease Commencement and the Government hereby accepts such items or conditions for purposes of the Lease.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2011 and continuing through April 30, 2021 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ (\$15.52/RSF - \$17.76/ABOA) at the rate of \$16,599.93 per month in arrears for ten (10) years. The above rental rate is defined as \$9.13 PRSF for Shell Rent and \$6.39 PRSF for Operating Costs Rent checks shall be made payable to:

CW NOM LLC  
TWO NEWTON PLACE, 255 WASHINGTON ST. SUITE 300  
NEWTON MA 02458-1634

4. The Government may terminate this lease in whole or in part at any time on or after April 30, 2016 by giving at least 180 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

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

LESSOR  
CW NOM LLC

BY *D. J. M. Lapore*  
(Signature)

IN PRESENCE OF

*Jaqueline Anderson*  
(Signature)

David M. Lapore  
Senior Vice President  
(Title)

Two Newton Place  
255 Washington St, Suite 300  
Newton, MA 02458  
(Address)

UNITED STATES OF AMERICA

BRIAN NANOULLI

BY  
(Signature)

*Brian Nanoulli*

Contracting Officer, General Services Administration  
(Official Title)

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OGA2094 dated December 10, 2010 as amended on February 1, 2011 and February 17, 2011 The following are attached and made a part hereof:
  - B. Solicitation for Offers OGA2094 dated December 10, 2010 as amended on February 1, 2011 and February 17, 2011
    - A. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
    - B. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
6. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements shall be completed after lease award via a separate alterations project and paid via lump sum by the agency.
7. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 13.394%
8. In accordance with the SFO paragraph 4.2 entitled *Operating Costs Base*, the escalation base is established as \$6.39/RSF (\$82,015.65/annum).
9. The rate established in this section is subject to annual adjustment in operating costs as defined in the SFO 4.2A (1-4). This operating cost base has been priced based on the requirements and specifications outlined in this SFO prior to any alterations being completed. Any increased costs associated with the leased premises as a result of a change of requirements or specifications, shall be paid for by the Government and memorialized by an SLA.
10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.1442 (12,835 RSF/11,217 ABOA).
11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$1.25/ABOA for vacant space (rental reduction).
12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$45.00 per hour for the entire building or any portion thereof.
13. Pursuant to SFO Section 4.4, "Normal Hours" and Amendment No. 2 to SFO No. OGA2094, the parties acknowledge and agree that supplemental units will be installed to the Government space at the Government's cost for any areas requiring 24/7 operations. The installation of said units shall be accomplished during any subsequent alterations, and the parties shall execute an SLA memorializing such installation or removal. A new base amount for changes to the Costs defined in Paragraph 3 above shall be memorialized by the SLA upon installation or removal of any supplemental units.

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LESSOR

UNITED STATES OF AMERICA

BY  
(Initial)



BY  
(Initial)



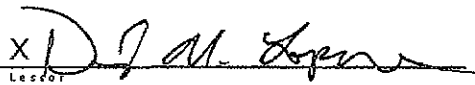
14. Pursuant to SFO Paragraph 4.1 "Tax Adjustment", subparagraph B7, the real estate tax base included in the offered rent shall reflect the taxes actually paid during the first twelve months of the lease term and the base shall be established as the amount actually paid in accordance with the Government's percentage of occupied space.
15. Pursuant to SFO Section 7.6, "Painting", cyclical repainting of public areas shall be performed solely on the third (3<sup>rd</sup>) floor every 3 years, as prescribed in the SFO.
16. Upon award the Lessor shall issue the tenant-in-space with "Notice to Vacate", under terms of the existing lease, giving notice to vacate the Premises and relinquish all rights to lease the space.
17. Pursuant to GSA Form 3517B Section 2, "Subletting and Assignment," the Government may sublet any part of the premises or assign the lease, but shall not be released from any obligations under this lease by reason of any such subletting or assignment. Without limitation, the Government shall use the premises for a standard business office consistent with a first-class downtown office building and for no other use or purpose unless the Lessor shall have given its prior consent thereto. In any proposed assignment or sublease of the premises, any change of use must be approved by the Lessor, which may be withheld if the use does not remain a standard business office use consistent with a first-class downtown office building.
18. Pursuant to GSA Form 3517B Section 6, "Substitution of Tenant Agency," subject to the prior written consent of the Lessor, which may not be unreasonably withheld, the Government may, at any time, and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease. If necessary, the costs for operation will be reviewed and renegotiated. If the use and operation of the premises by any successor agency is different than that set forth in the original SFO, then the costs of operation shall be adjusted accordingly. Without limitation, the Government shall use the premises for a standard business office consistent with a first-class downtown office building and for no other use or purpose unless the Lessor shall have given its prior consent thereto. In any substitution of Government agency or agencies, any change of use must be approved by the Lessor, which may be withheld if the use does not remain a standard business office use consistent with a first-class downtown office building.
19. Pursuant to GSA Form 3517B Section 16, "Default by Lessor During the Term," the Government shall submit written notice to the Lessor of any default by Lessor during the term of the lease. Prior to the Government initiating a remedy in the case of such default by Lessor, as defined in GSA Form 3517B, the Government shall notify the Lessor, and any applicable lender, of the default in writing. The Lessor shall be afforded a reasonable period of time (not less than thirty (30) days after receipt of notice) to cure any default, and the lender, if any, shall be afforded a reasonable period of time (not less than sixty (60) days after receipt of notice) to cure any default in lieu of the Lessor doing so. Any such lender cure shall be accepted by the Government.
20. Pursuant to GSA Form 3517B Section 17, "Fire and Casualty Damage," notwithstanding the provisions of this Section, in case of a partial destruction or damage rendering the premises untenantable, if the Lessor determines that the premises can be substantially repaired or restored within 365 days of the occurrence, and the Government, in its reasonable judgment, concurs with such determination, the Government shall have no right to terminate or cancel the Lease if the Lessor elects to rebuild. The Lessor will advise the Government of its election to rebuild within forty-five (45) days after such fire or other casualty. In all other cases involving partial destruction or damage rendering the premises untenantable, both Lessor and Government shall have the right to terminate or cancel this Lease.

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21. Pursuant to GSA Form 3517B Section 19, "Alterations," the Government shall have the right during the existence of the Lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby provided the Government shall first have obtained the prior written consent of the Lessor which shall not be unreasonably withheld. The Lessor shall have ten (10) working days from its receipt of notice from the Government to respond regarding such alterations, fixtures or signs. The Lessor's failure to respond to the Government within those ten (10) working days shall constitute the Lessor's automatic approval. All alterations, additions, or improvements performed by the Government shall comply with all applicable laws, regulations and codes. Any increased costs associated with the leased premises as a result of such alterations, fixtures, structures or signs, shall be paid for by the Government.

22. Lessor Waives Restoration.

X   
United States Government

CW NOM LLC  
X   
Lessor  
David M. Lepore  
Senior Vice President