

LEASE NO. GS-08P-LCO14854

Global Lease
GSA FORM L100 (09/2015)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Brookwood Research Center, LLC

(Lessor), whose principal place of business is 138 Conant St Beverly, MA 01915-1661, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

Department of Defense, acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

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

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

8610 Explorer Dr Colorado Springs, CO 80920-0900

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **May 15th, 2016**, and continuing for a period of

10 Years, 3 Years Firm,

Subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:
[Redacted Signature]
Name: Kurt M. Zemich
Title: Authorized Signer
Entity Name: _____
Date: 4-21-16

FOR THE GOVERNMENT:
[Redacted Signature]
Name: Darvin Hotaling
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 5/23/16

WITNESSED FOR THE LESSOR BY:
Name: _____
Title: _____
Date: _____

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 26,284 rentable square feet (RSF), yielding 22,427 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floors, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.171980202 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Notwithstanding anything to the contrary in the Lease, the Government accepts the Premises and the Building Shell of the Premises in their "as existing" condition. As such, the Government agrees that the Premises and the Building Shell on each floor comprising the Premises "as existing" minimally meets all the terms and conditions set forth in the Lease, and any provision of the Lease that is inconsistent with the Premises and the Building Shell on each floor comprising the Premises in its "as existing" condition does not have any force or effect. Such acceptance by the Government of the "as existing" condition shall not relieve the Lessor of the continuing obligations for cleaning, janitorial, maintenance, and repair, etc. as set forth in the terms of the Lease. Nothing in this paragraph shall relieve the Lessor from appropriately addressing and correcting deficiencies identified by the Government, and communicated to the Lessor in writing, at the time of execution of the succeeding lease.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 150 parking spaces, 10 reserved for the exclusive use of the Government, of which 150 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM 5/15/2016-5/14/2019	NON FIRM TERM 5/15/2019-5/14/2023	NON FIRM TERM 5/15/2023-5/14/2026
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$518,320.00	\$590,338.64	\$616,622.64
OPERATING COSTS ²	\$149,184.00	\$149,184.00	\$149,184.00
TOTAL ANNUAL RENT	\$667,504.00	\$739,522.64	\$765,806.64

¹Shell rent calculation:
(Firm Term) \$19.72 per RSF multiplied by 26,284 RSF
(Non Firm Term) \$22.46 per RSF multiplied by 26,284 RSF
(Non Firm Term) \$23.46 per RSF multiplied by 26,284 RSF
²Operating Costs rent calculation: \$5.68 per RSF multiplied by 26,284 RSF

C. INTENTIONALLY DELETED

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 115 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
GSA FORM 3517B GENERAL CLAUSES	46	C
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	14	D

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) INTENTIONALLY DELETED

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 26.5753 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 26,284 RSF by the total Building space of 98,904 RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$253,740.00. Tax adjustments are eligible to occur the initial year lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.68 per RSF (\$149,184.00/annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 80.00 per hour for the entire Space.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014) -INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (SEP 2012) -INTENTIONALLY DELETED

1.19 HUBZONE SMALL BUSINESS CONCERNS-ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED