

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 10, 2012

LEASE NO.

LMA04825

THIS LEASE, made and entered into this date by and between **Worcester Renaissance Towers LLC**  
whose address is **c/o Berkeley Investments, Inc.**  
**121 High Street**  
**Boston, Massachusetts 02110-2493**

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. THE LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: A total of 3,852 Rentable Square Feet (RSF) yielding 3,237 ANSI/BOMA Office Area Square Feet (ABOA SF) of office and related space, located at 120 Front Street, Worcester, MA 01608-1415 (hereinafter the "Building"), and identified on the plan entitled "GENERAL SERVICES ADMINISTRATION" DATED December 21, 2011, and attached hereto as Exhibit A, and by this reference made a part hereof along with two (2) reserved parking spaces for Official Government Vehicles (GOVs), 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 Lease Premises and all common areas and appurtenances, to be used for the general Government purposes as determined by the General Services Administration.

2. TERM: To have and to hold the said premises with their appurtenances for the 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 1 hereof (the Commencement Date"), and ending ten (10) years thereafter subject to termination and renewal rights as may be hereinafter set forth.

3. TERMINATION RIGHTS: The Government may terminate this lease in whole or in part effective at any time after the fifth (5th) full year of occupancy by giving at least ninety (90) 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.

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$123,264.00 calculated as Shell Rent of \$55,454.28 per year, Operating Cost Base of \$35,680 per year; Tenant Improvements of \$32,129.72, and payable at the rate of \$10,272.00 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation for Offers Number OMA2030 dated May 25, 2011

Years 6 through 10: Annual rent of \$91,485 calculated as Shell Rent of \$55,805 per year; Operating Cost Base of \$35,680 per year; and payable at the rate of \$7,623.75 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO.

Rent checks shall be made payable to:

**Worcester Renaissance Towers LLC**  
**c/o Berkeley Investments, Inc.**  
**121 High Street**  
**Boston, Massachusetts 02110-2493**

Rent for a lessor period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5<sup>th</sup>) year.

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5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 above and no further cost or expense to the Government, the following, except as set forth in subsequent Paragraphs to this lease:

- 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 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, Finish and Door Schedules, as further described herein, and attached hereto and made a part hereof.
- D. All provisions and specifications of the Lessor's Final Proposal Revision dated April 6, 2012, submitted in response to the SFO and the Government's request for Final Proposal Revisions on March 22, 2012.
- 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 life specified in, described by, or contemplated by this lease.

6. 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 and Finish and Door Schedules, as referenced in Paragraph 5 above and all documents referenced in such SFO and in 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 Lease Premises allowing occupancy for each of the uses described in and by this Lease), excepting only such minor matters as do not interfere with or diminish such access, occupancy, possession, use or enjoyment. Further, as Lessor is aware, the security of the Leased Premises is of paramount concern to the Government and in no event will the Leased Premises be deemed "substantially complete" or ready for occupancy unless the security system for the Leased Premises in Section 10 of the SFO is fully operational, as determined by the Contracting Officer.

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

(i) Time is of the essence.

(ii) Lessor and the Government shall use best efforts to provide the Government with occupancy ninety (90) calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed (hereinafter the "Delivery Date").

(iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 6(c)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 (hereinafter, the "Regulations"), attached hereto and by this reference made a part hereof, and all drawings, plans and specifications referenced in Paragraph 5 and that the Leased Premises otherwise fully comply with the requirements of this Lease.

(iv) As required under the Regulations, not less than ten (10) working days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) working days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").

(v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 6(d) below, if applicable.

(vi) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 6, on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General" Clauses"), attached hereto and by this reference made a part hereof.

(vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements in effect at the time of the Delivery of the Leased Premises. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government. The Government acknowledges that the Lessor is only responsible for compliance with laws, regulations or other approvals or requirements as of the Delivery of the Leased Premises.

(viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same do not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Government Contracting Officer.

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"), except as modified by the provisions of Paragraph 25, below. 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 calendar 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, except as modified by the provisions of Paragraph 25, below.

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

7. 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 specifically for the Government's sole use, and 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, security cameras and monitors.

8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing tele-communications, computer cable, conventional furniture, systems furniture and certain special 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.

9. PERCENTAGE OF OCCUPANCY: The total percentage of space occupied by the Government under the terms of the lease is equal to 2.34% of the total space available in the Lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 3,852 rentable square feet by the total building space of 164,592 rentable square feet.

10. OPERATING COSTS: In accordance with Paragraph 4.3 "Operating Costs" the base rate for the operating cost, the Government agrees that the annual base of \$35,680.00 is acceptable. This figure includes the Government's pro-rata share of operating costs.

11. OVERTIME USAGE: In accordance with SFO Paragraph 4.6, "Overtime Usage", the additional cost to the Government for overtime HVAC services is \$100.00 per hour.

12. VACANT PREMISES: In accordance with SFO Paragraph 4.4, "Adjustment for Vacant Premises", if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$1.79 per ANSI/BOMA Office Area square foot.

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 cleaning the Leased Premises.

13. COMMON AREA FACTOR: The common area factor is determined to be 1.19, calculated as follows BRSF/ABOA.

14. 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 "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.

15. 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 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.

16. 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, at the address first set forth hereinabove, and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration Public Buildings Service  
Attn: Nancy Swiechowicz  
Federal Center  
380 Westminster Street, Suite 622  
Providence, Rhode Island 02903

17. TENANT IMPROVEMENT ALLOWANCE: In accordance with SFO Paragraph 3.2, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$126,016.41, calculated at \$38.93 per ANSI/BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 10%. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.

18. GSA FORMS AND PRICING INFORMATION: In accordance with SFO Paragraph 3.4, "GSA Forms and Pricing Information" and SFO Paragraph 5.3, "Tenant Improvements Pricing Requirements", the Lessor's Tenant Improvement Fees are established as follows:

- A. General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 15.9% of Total Subcontractors' costs.
- B. General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 5% of Total Subcontractors' costs.
- C. Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$62,200.00.
- D. Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 5% of Total Tenant Improvement Construction Costs.

19. 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.
- B. Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
- C. Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer.
- D. 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.
- E. Execution of GSA FORM 3518, which includes new owner's Tax ID number, DUNS number and CCR registration.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. 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 affected, 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.

20. 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;
- 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.

21. COMMISSION CREDIT: In accordance with SFO Paragraph 2.3, Broker Commission and Commission Credit UGL Services Equis Operations Co. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO Paragraph 2.3, only [REDACTED] of the Commission will be payable to UGL Services Equis Operations Co. with the remaining [REDACTED], which is the "Commission Credit", to be credited to the shell rent portion of the annual rental payments due and owing to fully recapture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this SF-2 document, the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit.

The reduction in rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First (1<sup>st</sup>) Month's Gross Rental Payment of \$10,272.00 (which include \$4,621.19 of shell) minus a broker commission credit of [REDACTED] equals [REDACTED] adjusted First Month's Gross Rent.

Second Month's Rental Payment shall commence in full.

**NOTE:** Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that which it is provided without consent of the GSA Lease Contracting Officer.

22. GREEN LEASE SUBMITTALS: In accordance with Paragraph 3.7, Green Lease Submittals the Lessor shall make the following upgrades: Lessor shall switch out any T12 fixtures to T8's. The Lessor has run a single stream recycling program in our buildings for years and, all of the cleaning products are environmentally friendly and green certified. This information is posted in all of the restrooms.

23. CHANGES TO SFO No. 0MA2030, dated May 25, 2011 ("SFO")

- A. Paragraph 1.1 (B): The offer includes the 2 requested reserved parking spaces at no additional cost to the Tenant, however, in our past work with other GSA agencies, it has been determined that securing the spaces is not workable.
- B. Paragraph 1.1 (B): Regarding the additional 4 spaces, the 1454 space Commercial Street garage is open to the public and available at market rates. In addition, there is a metered parking lot across Franklin Street from the Building, behind the public library and ample metered street parking
- C. Paragraph 1.2 (G): The separate secure HVAC unit for the LAN Room is a Tenant cost and will be included in the total Tenant Improvement cost adjustment.
- D. Paragraph 1.2 (H): The agency-specific security system will be included and will be a Tenant cost and be included in the total Tenant Improvement cost adjustment.

- E. Paragraph 1.5: Government rules and regulations may be posted within the Tenant's demised premises.
- F. Paragraph 1.9(A): Is hereby deleted and replaced with the following: Lessor and the Government shall use best efforts to provide the Government with occupancy ninety (90) calendar days after the Contracting Officer issues the Tenant Improvement Notice to Proceed."
- G. Paragraph 1.11: The Building is 37 years old, and was last renovated during 2007 through 2009 with elevator systems, and lobby and upper floor lobby upgrades. The window systems and facades are as existing, and are maintained as required.
- H. Paragraph 1.12 (6): TI: Floors are concrete and existing and are a building shell requirement. Floor coverings (carpet, tile, etc.) within Tenant's demised premises are part of the Tenant work and a Tenant cost.
- I. Paragraph 3.3 (A) (3): The demised premises have not yet been designed, so no firm price is provided at this time. This Offer is based on the understanding that the Government Tenant will pay the cost of all Tenant Improvements, including all improvements listed in the Special Requirements Section of the SFO at pages E-1 through E-25 inclusive whether or not stated as a Lessor expense, even if they exceed the stated Tenant Allowance of \$38.93. The Government shall pay the cost of all Tenant Improvements in excess of the stated allowance of \$38.93/sf to Lessor as a lump sum within 30 days of receipt of an invoice for the same. Lessor's best estimate at this time, given the non-typical office requirements including but not limited to increased structural reinforcing steel, CMU block walls, window film, specialized security requirements and training, and locker rooms with showers, is that the actual Tenant cost will be in the range of \$85 - \$100 per square foot. However, the only tenant improvement amount included in the current base rent is the stated Tenant Allowance of 38.93.
- J. Paragraph 5.15: The last sentence of this Section is hereby deleted and replaced with the following: "The Government may not abandon personal property in the leased space following expiration or earlier termination of the term."
- K. Paragraph 6.5: Building Standard vertical window blinds exist in the demised premises. If the Tenant chooses to select other window blinds, the cost will be part of the Tenant's cost.
- L. Paragraph 6.11: Building Directory: Is hereby deleted. A building directory for all building tenants is existing and the Government Tenant can be included on that directory. The building directory is tamper proof.
- M. Paragraph 8.5: A drinking fountain can be required; however, generally our tenants provide their own bottled water given the building age.
- N. Paragraph Section 8.9(A) (2): The Tenant Improvement Allowance will pay for the key or locked cage which secures the thermostat from manual operation.
- O. Paragraph 8.14 (A) (4): At the end of this paragraph, remove the period, insert a comma and insert "subject to Lessor's approval, which shall not be unreasonably withheld."
- P. Paragraph 8.18 (D) and (E): Elevators exist, have been renovated recently, and are "as is" with respect to transport speed and intervals, and finishes.
- Q. Paragraph 9.5: Lessor shall remove or encapsulate any asbestos-containing materials from the demised premises prior to Tenant occupying the premises, in accordance with Lessor's O&M plan.
- R. Paragraph 10.4: Battery back-up exists in the building for exit signs and base building exit lighting. No other back-up power exists. i.e., the elevators, [REDACTED], and [REDACTED] lobby do not have backup power.
- S. Paragraphs 10.12 – 10.19: Paragraphs 10.12 through 10.19 are deleted in their entirety. This is not a public building, but a private building with both public and private tenants.
- T. Paragraph 10.22: At this time, the lobbies, mailrooms and loading docks share a return air system. Should the Government find this unacceptable in the future, the Government will pay to have this changed at their sole cost and expense. Lessor shall have the right to review and approve all plans associated with this change prior to implementation.
- U. Paragraph 10.23: Sections (A), (C) and (F) are hereby deleted. The Commercial Street parking garage does have roving security patrols.

V. Paragraph 10.26: Landlord provides simple, tinted window film as a base building expense. Blast or shatter proof window film is considered a Tenant expense, and will be added to the Tenant Improvement Allowance. [See Section 3.3(A) (3), above.]

24. CHANGES TO AGENCY SPECIAL REQUIREMENTS:

A. Page E-10, Section 22: Emergency Power: No emergency generator exists for Tenant use. The Government Tenant may provide for its own emergency generator as a part of the Tenant Improvement Allowance per the terms of Section 3.3 (A) (3) above.

B. Page E-11, Electrical: The final sentence is hereby deleted. There is no general emergency backup generator. See Section 22 (Page E-10) above.

C. Page E-12, Window Treatments: (this applies to all windows referred to on Page E-12 and elsewhere in the Special Requirements): The windows have tinted film, but it is not blast- proof. The Government Tenant may provide for [REDACTED] as a part of the Tenant Improvement Allowance per the terms of Section 3.3 (A) (3) above.

D. Page E-12, Mechanical / Plumbing: (this comment applies to all Mechanical/Plumbing individual zone/thermostat requirements referred to on Page E-12 and elsewhere in the Special Requirements): It is not typical for each room to have an individual thermostat, but rather for several rooms or offices to share a thermostat. This upgrade would be considered part of the Tenant Improvement Allowance per the terms of Section 3.3 (A) (3) above.

25. CHANGES TO GSA Form 3517B - General Clauses:

A. Clause 4 (c), 552.270-23: Insert the following language after the word "lease" in Line 6, "from the date of foreclosure".

B. Clause 6, 552.270-25: Delete the period at the end of this sentence, insert a comma, and add the following language: "subject to the approval of the substitute Government agency by the Lessor and the compliance by the substitute agency with the terms and conditions of this Lease.

C. Clause 10 (a), 552.270-17: Delete the period at the end of this sentence, insert a comma, and add the following language after the words "substantially complete": "unless the City of Worcester has issued a Certificate of Occupancy, in which case the premises is considered ready for occupancy."

D. Clause 10 (b), 552.270-17: Add the following language at the end of this paragraph: "Lessor shall be provided with written notice of such alleged failure to perform and have an appropriate number of days to cure prior to the Contracting Officer reducing rents."

E. Clause 15, line 4, 552.270-10: Delete the period, add a comma, and insert the following language in Line 4, after the word "may": "after providing written notice to Lessor with a specified appropriate cure period".

F. Clause 16 (a) (1), 552.270-22: Delete the period at the end of this paragraph, add a comma, and insert the following language at the end of this paragraph: "however, if the nature of Lessor's obligation is such that more than thirty (30) days are required to cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion."

G. Clause 19, 552.270-12: Insert the following language at the end of this paragraph: "Any alterations that may affect building systems, are structural in nature, or are considered non-cosmetic alternations, require the approval of Lessor, which shall not be unreasonable withheld."

H. Clause 20(b), Line 2, 552.270-29: Insert the following language at the end of this paragraph: "Notwithstanding the foregoing, the premises shall be deemed substantially complete if the City of Worcester has issued a Certificate of Occupancy for the premises."

I. Clause 31(a), 522.203-70: Modify this section by adding the following language after the word "may" in Line 4: "after providing Lessor with written notice and an appropriate cure period".

26. In no event shall the Lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.



27. To the extent of any inconsistency between the terms of this Standard Form 2 (SF2) and any of the attachments, the terms of this SF2 shall govern.

28. DEFINITIONS:

- A. Where the word "Offeror" appears it shall be considered "Lessor".
- B. Where the word "should" appears it shall be considered to be "shall".
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease".

29. ATTACHMENTS: The following are attached and made a part hereof:

- A. Floor Plan – Exhibit A, 1 page;
- B. Site Plan, 1 page;
- C. Solicitation for Offers No. OMA2030, 54 pages;
- D. Solicitation for Offers No. OMA2030 – Amendment No. 1, 1 page;
- E. Special Requirements for Agency, [REDACTED], 26 pages;
- F. GSA Form 3517B – General Clauses, 33 pages;
- G. GSA Form 3518 – Representations and Certifications, 12 pages.

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

|   |  |
|---|--|
| LESSOR: <b>WORKSPACE TECHNOLOGIES LLC</b> |  |
| BY _____                                  | <u>Vice President, Berkeley Investments, Inc.</u><br>(Title) <u>an authorized person</u> |
| IN THE PRESENCE _____                     | <u>40 Berkeley Investments, Inc.</u><br>(Address) <u>121 High St., Boston, MA 02110</u>  |
| UNITED STATES OF AMERICA _____            | <b>GENERAL SERVICES ADMINISTRATION</b>   |
| E _____                                   | <u>Contracting Officer</u><br>(Official title)   |
| SFO NO. OMA2030 / LEASE NO. LMA04825      |  |