

LEASE NO. GS-01P-LMA05025

Streamlined Lease
GSA FORM L201B (September 2014)

This Lease is made and entered into between

Lessor's Name CP ASSOCIATES, LLC (Lessor), whose principal place of business is c/o Anchor Line Partners, LLC, One Post Office Square, Boston, Massachusetts 02109 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America (Government), 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 900 Chelmsford Street, Lowell MA 01851-8100, 4th floor, 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 upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, of which the first 5 Years are 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

Name: ANDREW MATHER
Title: MANAGING PARTNER
Entity Name: CP ASSOCIATES, LLC
Date: 2/9/16

FOR THE GOVERNMENT

Name: George E Welch
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: FEB 26, 2016

WITNESSED FOR THE LESSOR BY:

Name: Erin Bump
Title: Assistant Property Manager
Date: 2.9.16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 36,752 rentable square feet (RSF), yielding 30,844 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 9th floor of Tower 3, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as Nineteen point one five four four percent (19.1544 %). 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.

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: 119 surface parking spaces as depicted on the site plan attached hereto as Exhibit B, of which all shall be surface/outside parking spaces and available for parking by the Government. The Government's use of more than 119 surface parking spaces shall not be considered a breach of this Lease until such time as Lessor provides the Government with written notice that the Building's actual or anticipated occupancy requires that the Government's use of such parking spaces be limited to 119 surface parking spaces, and the Government fails to cease using surface parking spaces in excess of such number within the time periods set forth in Clause No. 10 of the Exhibit F General Clauses.
- 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 2013)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$825,817.44	\$825,817.44
TENANT IMPROVEMENTS RENT ²	\$ 226,392.32	\$226,392.32
OPERATING COSTS ³	\$ 276,742.56	\$276,742.56
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$ 0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,328,952.32	\$1,328,952.32

¹Shell rent calculation:

(Firm Term) \$22.47 per RSF multiplied by 36,752 RSF

(Non Firm Term) \$22.47 per RSF multiplied by 36,752 RSF

²The Tenant Improvement Allowance of \$1,000,000 is amortized at a rate of Five percent (5%) per annum over 5 years.

³Operating Costs rent calculation: \$7.53 per RSF multiplied by 36,752 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$0.00 are amortized at a rate of NA percent per annum over NA years.

⁵Parking costs described under sub-paragraph H below.

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 30,844 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. 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.

E. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

F. 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 (JUN 2012) 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 180 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 2013)~~

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING SITE PLAN(S)		B
CONSTRUCTION DRAWINGS		C
AGENCY SPECIFIC REQUIREMENTS		D
SECURITY REQUIREMENTS		E
SECURITY UNIT PRICE LIST		
GSA FORM 3517B GENERAL CLAUSES		F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		G
SMALL BUSINESS SUBCONTRACTING PLAN		
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT		
TICS TABLE		H

1.08 ~~TENANT IMPROVEMENTS AND PRICING (STREAMLINED) (SEP 2013)~~

The Lessor has agreed to total estimated TI pricing of \$1,000,000.00 based on the approved construction drawings (CD's) included in Exhibit C. This amount is amortized in the rent over the Firm Term of this Lease at an interest rate of Five (5.00%) percent per year. The actual TI cost may change, and if so, the TI rent line shall be adjusted accordingly.

The Government shall have the right to make lump sum payments for any or all TI work.

1.09 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED~~

1.10 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~

For pricing TI costs, the following rates shall apply for the initial build-out of the Space:

	INITIAL BUILD-OUT
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Architect/Engineer Fees (\$ per ABOA SF)	\$00.95/ABOA
Lessor's Project Management Fee (% of TI Construction Costs)	3.00%

- 1.11 BUILDING-SPECIFIC-AMORTIZED-CAPITAL (SEP-2012) INTENTIONALLY DELETED
- 1.12 BUILDING-SPECIFIC-AMORTIZED-CAPITAL-RENTAL-ADJUSTMENT (SEP-2013) INTENTIONALLY DELETED

1.13 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 0.029224 %. The Percentage of Occupancy is derived by dividing the total Government Space of 36,752 RSF by the total Building space of 1,257,582 RSF.

1.14 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.15 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 \$7.53 per RSF (\$276,742.56 / annum).

1.16 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 \$00.75 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

\$ 50.00 per hour for the entire Space.

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. 360 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server rooms. The temperature of this room shall be maintained between 68 and 75 degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The electrical cost of this service shall be included in the operating rent. There are two cooling units in the Space, one in the MDF Room 325, which is already installed and functioning, and a new unit to be installed by the Lessor in the CI IDF Room. Lessor shall be responsible for the maintenance, repair and replacement of the units.

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. All improvements per the attached construction drawings. Drawings must be stamped by the A & E and submitted through the City of Lowell.
- B. Any other improvements as agreed to by the Government and Lessor (prior to Lease award) or via a Lease Amendment (after Lease award).

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS