

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

1/24/11

LEASE NO. LME04830

Building No. ME4178

THIS LEASE, made and entered into this date by and between **Cabrel Company**

whose address is **6 State Street
Bangor, ME 04401**

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. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 6,158 Rentable Square Feet (RSF), with a Common Area Factor of 15%, yielding 5,355 ANSI/BOMA Office Area (occasionally herein referred to as "Usable") Square Feet located on the ground floor at 324 Harlow Street, Bangor, Maine (hereinafter the "Building"), identified on the plans entitled "Floor Plan" attached hereto as Exhibit "A" along with 32 on-site, in-common, surface parking spaces, at no additional cost to the Government. All parking, 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 five (5) years (two [2] years firm), 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 6 hereof (the "Commencement Date"), and ending five years thereafter, unless further extended or terminated sooner 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 second (2nd) year by giving at least ninety (90) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said ninety (90)-day period shall be computed commencing with the day after the date of mailing of the notice by the Government.
4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:
Years One through Five: Annual Rent in the amount of \$110,473.65 payable in the amount of \$9,206.14 per month in arrears, plus CPI escalations after the first year, if applicable, to:

Cabrel Company
6 State Street
Bangor, ME 04401

Rent for a period of less than one month shall be prorated on a per diem basis.

5. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] ([REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 4 of the Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's Rental Payment of \$9,206.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$9,206.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

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, (except for lump sum reimbursable items, if any), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers 9ME2042, dated June 23, 2010, (hereinafter, the "SFO"), which is attached hereto and by this reference made a part hereof;

(c) All provisions and specifications of the Lessor's initial proposal dated July 15, 2010, and revised proposal dated August 16, 2010 as submitted in response to the SFO and the Government's request for revised proposals; and

(d) All rights, reservations of rights, privileges and the like as specified in, described by, or contemplated by this Lease.

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 the Government or by the 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, security cameras and monitors. Upon vacating the premises the Government shall remove all personal property from the Leased Premises.

8. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 79.974%.

9. 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 \$42,876.00 subject to annual adjustment as provided therein, commencing on the first Anniversary Date of the Lease Commencement.

10. 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 by \$1.15 per rentable square foot.

11. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the rate for overtime usage beyond tenant's normal hours is \$0.00. The Government shall have no obligation for overtime charges for room(s) that have dedicated 24 hour HVAC requirement.
12. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer or a designated representative of the Contracting Officer (the "Contracting Officer's Representative"), 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 or the Contracting Officer's Representative.
13. 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.
14. SATELLITE DISH/ANTENNA: The Government reserves the right to install (a) microwave or satellite dish(es) or antenna(e) 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 dish(es), antenna(e) and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to the Government.
15. 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:
Cabrel Company
6 State Street
Bangor, ME 04401
and if intended for the Government, to James Clark at the following address:
General Services Administration, Public Buildings Service
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.
16. 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, destroy all copies.

17. GOVERNING DOCUMENT: To the extent of any inconsistency between the terms of this SF-2 and any attachments, the terms of this SF-2 shall govern.

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

- A. Exhibit "A", Floor Plan
- B. Solicitation for Offers 9ME2042
- C. GSA Form 3517A, "General Clauses"
- D. GSA Form 3518A, "Representations and Certifications"

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

LESSOR, Cabrel Company

BY _____ (Signature) _____ (Signature)

IN THE _____ (Address) 16 State Street

CONTRACTING OFFICER

(Official title)