

**LEASE NO. GS-01P-LME04976**

Standard Lease  
GSA FORM L201C (September 2013)

This Lease is made and entered into between

██████, whose principal place of business is ████████████████████, 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 17 Godfrey Drive 1<sup>st</sup> floor, Orono, ME 04473-3702

and more fully described in Section 1 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 October 1, 2014 (rent commencement date) through September 30, 2019 (5 years firm) subject to termination and renewal rights as may be hereinafter set forth.

██████████ evidence their agreement to all terms and conditions set forth herein by their signatures below, to be imputed Lease to the Lessor.

██████████

Name: Gary J. Hagan  
Title: Owner  
Entity Name: Gary J. Hagan  
Date: 10/21/14

██████████

Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: OCT 06 2014

OCT 06 2014

██████████

Name: Sharon L. Fitchner  
Title: receptionist  
Date: 10/21/14

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.

LESSOR [Signature] GOVERNMENT [Signature]

**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:** 3,500 rentable square feet (RSF), yielding 3,356 ANS/BOMA Office Area (ABOA) square feet (SF) of office space located on the 1<sup>st</sup> floor of the building.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 4 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.

**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:** 6 motor vehicle parking spaces and parking for 3 small boats reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 6 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.

**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 <sup>1</sup>	\$52,605.00	\$0.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$30,065.00	\$ 0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0.00	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$82,670.00</b>	<b>\$0.00</b>

<sup>1</sup>Shell rent calculation:  
(Firm Term) \$15.03 per RSF multiplied by 3500 RSF  
<sup>2</sup>Operating Costs rent calculation:  
(Firm Term) \$8.59 per RSF multiplied by 3500 RSF

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 3,356 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. 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.
- D. 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.
- E. 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.

**F. THIS LEASE MAY BE RENEWED** AT THE OPTION OF THE GOVERNMENT, for the following term and at the following rent: one [REDACTED] [REDACTED] The annual shell rent for the renewal option is [REDACTED] per annum), provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term. The operating cost base shall be the cost base during the immediately preceding term, as escalated by CPI increases. All other terms and conditions of this Lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. Notwithstanding the provision of this Lease requiring the Government to give notice to exercise the renewal options, the Lessor shall notify the Contracting Officer, in writing, at least thirty (30) days, and no more than sixty (60) days prior to the time the option must be exercised. In the event that the Lessor fails to notify the Government, as required by this Paragraph, the Government shall have the right to exercise the option at any time prior to the expiration date of the lease.

**1.04 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
LEASE NO. GS-01P-LME04976 (FORM L201C)	30	A
SECURITY REQUIREMENTS (1)	4	B
GSA FORM 3516, SOLICITATION PROVISIONS	5	C
GSA FORM 3517B GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	11	E
GSA FORM 12000 FOR PRELEASE FIRE PROTECTION AND LIFE SAFETY EVALUATION FOR AN OFFICE BUILDING	6	F
SECURITY UNIT PRICE LIST	2	G
PROPOSAL TO LEASE SPACE (GSA FORM 1364C)	4	H
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	I

**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 (September 30, 2019), by providing not less than 90 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 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 12 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 3,500 RSF by the total Building space of 28,500 RSF.

**1.07 REAL ESTATE TAX BASE (SEP 2013)**

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$39,902.00. Tax adjustments shall not occur until the tax year following lease commencement has passed.

**1.08 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 \$30,065.00 per RSF (\$8.59/annum).

**1.09 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 \$4.50 per ABOA SF of Space vacated by the Government.

**1.10 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS**

**2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas: