

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/10/12

LEASE NO.

LVT04814

THIS LEASE, made and entered into this date by and between Ridge Ventures III, LP whose address is 205 Main Street, New London, NH 03257 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:

- LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:** An area of 1,400 Rentable square feet (RSF) consisting of 1,148 ANSI/BOMA Office Area square feet (USF) with a Common Area Factor of 1.2195% of office and general purpose space located on the 2nd Floor of the building located at the Vermont Building, 1222 Putney Road, Brattleboro, VT 05304 (hereinafter the "Building"), and identified on the plan entitled "Proposed Floor Plan Scheme A" and attached hereto as Exhibit A, and by this reference made a part hereof, 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.
- TERM:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a 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 1.8 of the SFO (the "Occupancy Date"), and ending ten (10) years thereafter, unless extended 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.
- TERMINATION RIGHT:** THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the fifth (5th) 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.
- 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 \$45,435.29 payable at the rate of \$3,786.27 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 7VT2008, dated November 2009 (hereinafter, the "SFO"),

Years 6 through 10: Annual rent of \$39,340.00 payable at the rate of \$3,278.33 per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO,

via Electronic Funds Transfer to:
Ridge Ventures III, LP
205 Main Street
New London, NH 03257

Rent for a lesser period shall be prorated on a per diem basis.

Initials/Date

[Handwritten initials]

[Handwritten initials]

Lessor

Government

7/23/12

5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 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, alterations, improvements, build out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by the Solicitation for Offers No. 7VT2008 (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 Best and Final proposal dated June 21, 2012 submitted in response to the SFO and the Government's request for Best and Final Offers on June 7, 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; and
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
6. Intentionally omitted
7. Intentionally omitted
8. Intentionally omitted
9. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" and 4.2B9 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 7.4786%.
10. 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 \$6,118.00 per year. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 4.3 of the SFO.
11. Intentionally omitted
12. 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 (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.

13. **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 the Property Management Office at the address first set forth above, or as follows:

Ridge Ventures III, LP
205 Main Street
New London, NH 03257

With a copy to:
Hodan Properties
205 Main Street
New London, NH 03257
Attn: Daniel Wolf

and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration
Tom McNaughton
10 Causeway Street
Room 1010
Boston, MA 02222

Or to such other address as shall be given in writing by any party to the other.

14. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 & 3.3 of the SFO, the Government has included and the Lessor has agreed to provide in the rental rate, a Tenant Improvement (TI) Allowance in the amount of \$35,829.08, and amortized over five (5) years at the interest rate of 8.00 %. 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.

15. **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.

16. **COMMISSION AND CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is \$ [redacted] Annual Rent for Years one (1) through five (5) of \$45,435.29 multiplied by 4%. Any change in the firm term value of this Lease caused by the use of the Tenant Improvements Allowance shall be reflected in a Supplemental Lease Agreement and the total commission to be paid to the Broker shall be amended as such. 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 forego [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 balance of the Commission of \$ [redacted] (half at lease execution and half at lease occupancy) 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.

Initials/Date &
Lessor Government
7/23/12

Notwithstanding Paragraph 4 of this Standard Form 2, 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 \$3,786.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$3,786.27 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

No further adjustments related to this commission shall be made to the rental rate.

17. The Lessor agrees to install [REDACTED] on all exterior windows in Government-occupied space, per section 10.22 of the SFO. Work shall be completed within 60 calendar days of Lease award.
18. The Lessor agrees to repaint the leased premises, at Lessor's expense and per section 9 of Lease number LVT04158. Work shall be completed within 60 calendar days of Lease award.
19. The Lessor agrees to re-carpet the leased premises as part of the Tenant Improvement allowance and per sections 7.13 and 7.15 of the SFO and the Special Requirements. Work shall be done after hours and shall be completed within 60 calendar days of Lease award. The cost shall include the moving and return of furniture.
20. The Lessor agrees to make necessary Fire and Life Safety improvements to the hallway adjacent to the leased space to allow for direct access to the stairwell without entering the open gallery area associated with the 2nd floor corridor. Work shall be completed within 60 calendar days of Lease award.
21. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:
 - A. SFO 7VT2008
 - B. GSA Form 3517, General Clauses
 - C. Special Requirements
 - D. Exhibit A (Floor Plan)
 - E. Amendment 1
 - F. Amendment 2
22. 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.

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

LESSOR: Ridge View [REDACTED]
BY [REDACTED] (Signature) _____
IN PRESENCE OF [REDACTED] (Signature) _____ [REDACTED] (Address of witness) _____
[REDACTED] (Signature) _____ [REDACTED] (Address of witness) _____
President Hodan Properties, Inc.
Managing Agent (Title)

UNITED STATES GOVERNMENT
GENERAL SERVICES ADMINISTRATION
BY [REDACTED] (Signature) _____ Contracting Officer
(Official title)