

LEASE NO. LVT04845

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the lease document.

This Lease is made and entered into between

Lessor's Name WINTER DEVELOPMENT CORPORATION

("the Lessor"), whose principal place of business is 2 MARKET STREET, SOUTH BURLINGTON, VT 05403-2654 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

300 Interstate Corporate Center, Williston, VT 05495-7626

and more fully described in Section 1 and Exhibits D (floor/space plans) and E (parking/site plan), together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances effective April 1, 2012 and upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA. The commencement date of this Lease **APRIL 1, 2012**, along with any applicable termination and renewal rights, shall more specifically be 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.

WINTER DEVELOPMENT CORPORATION

FOR THE LESSOR:

Name: [Redacted]

Title: VICE PRESIDENT

Date: 5-11-12

FOR THE GOVERNMENT:

Lease Contracting Officer

Date: 6-08-12

WITNESSED BY:

Name: Marie Belleville

Title: office manager

Date: 5-11-12

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

The Premises are described as follows:

Office and Related Space: 4,823 rentable square feet (RSF), yielding 4,098 ANSI/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.177%, located on the 1st and ground floor(s) and known as Suite(s) 100 and G101, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit D.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: Parking shall be provided as described under Block N/A of Exhibit A, Proposal to Lease Space, GSA Form 1364A. 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 RENTAL CONSIDERATION (SIMPLIFIED) (SEPT 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

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

	04-01-2012 – 03-31-2017		04-01-2017 – 03-31-2022		04-01-2022 – 03-31-2027 OPTION	
	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF	Annual Rent	Annual Rate/RSF
Shell Rent	\$ 73,647.21	\$15.27	\$ 80,368.19	\$16.66	\$ 85,318.19	\$17.69
Tenant Improvements rent ¹	\$ N/A	\$ N/A ³	\$ N/A	\$ N/A ³	\$ N/A	\$ N/A ³
Operating Costs	\$ 26,381.81	\$ 5.47	\$ 26,381.81	\$ 5.47	\$ 26,381.81	\$ 5.47
Building Specific Security ²	\$ N/A	\$ N/A ³	\$ N/A	\$ N/A ³	\$ N/A	\$ N/A ³
Total Annual Rent	\$100,029.02	\$20.74	\$106,750.00	\$22.13	\$111,700.00	\$23.16

¹The Tenant Improvements of \$00.00_ are amortized at a rate of 0 percent per annum over 00 years.

²Building Specific Security Costs are amortized at a rate of 0 percent per annum over 00 years.

³Rates may be rounded.

1.04 TERMINATION RIGHTS (SIMPLIFIED) (SEPT 2011)

The Government may terminate this Lease, in whole or in parts, effective after the firm term of this Lease 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.

1.05 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)

This Lease may be renewed at the option of the Government for a term of **YEARS** at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least **60 days** before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

1.06 DOCUMENTS INCLUDED WITH LEASE (SIMPLIFIED) (DEC 2011)

A. The following documents are included as part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease L201A (this document)	22	
Request for Lease Proposal (RLP R101A)	9	
Representations and Certifications (GSA Form 3518A)	7	C
Floor Plan Delineating the Premises – 1 st & Ground	2	D
Parking / Site Plan	1	E

1.07 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 12.3 percent.

1.08 OPERATING COST BASE (SIMPLIFIED) (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs is \$5.47 per rentable square foot.

1.09 ADDITIONAL BUILDING IMPROVEMENTS (AUG 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire Protection and Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Fire Protection and Life Safety Compliance
- B. Energy Star Improvements and/or compliance
- C. Necessary repairs to eliminate all leaks throughout the building

SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (AUG 2011)

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:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- D. Common Area Factor. The Common Area Factor is a conversion factor determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space.
- E. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.