

LEASE NO. GS-01P-LMA05032

Succeeding/Superseding Lease
GSA FORM L202 (May 2015)

This Lease is made and entered into between

Aberjona Valley, LLC

Aberjona Valley, LLC, whose principal place of business is 200 West Cummings Park Woburn, MA 01801-6396 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

222 West Cummings Park, Woburn, Massachusetts 01801

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning October 14, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of October 13, 2022.

7 Years, 5 Years 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
[Redacted Signature]

Name: Aberjona Valley, LLC *Eric S. Anderson*

Title: *Executive Vice President*

Date: *2/4/16*

FOR THE GOVERNMENT
[Redacted Signature]

Mike Strobel

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: *FEB 12 2016*

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: *Jean J. [unclear]*

Title: *Administration Executive*

Date: *2/4/16*

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 (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. **Office and Related Space:** 4,237 rentable square feet (RSF), yielding 4,237 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and warehouse related Space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit G.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as less than 1 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:** 5 parking spaces for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 5 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 CONSIDERATIONS (APR 2015)

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

	FIRM TERM ANNUAL RENT	NON-FIRM TERM ANNUAL RENT
SHELL RENT ¹	\$67,580.15	\$80,291.15
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00
OPERATING COSTS ²	\$15,668.00	\$15,668.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$1,587.96	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$84,836.11	\$95,959.15

¹Shell rent calculation:
 (Firm Term) \$15.95 per RSF multiplied by 4,237 RSF
 (Non-Firm Term) \$18.95 per RSF multiplied by 4,237 RSF
²Operating Costs rent calculation: \$3.70 per RSF multiplied by 4,237 RSF
³Building Specific Amortized Capital (BSAC) of \$0.37 are amortized at a rate of 5%

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 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 ~~RENEWAL RIGHTS (SEP 2013)~~ INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
LEASE (L202)	27	A
██████████	9	B
GSA FORM 3516	5	C
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E
SECURITY UNIT PRICE LIST	2	F
FLOOR PLAN(S)	1	G
PARKING PLAN	1	H

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)~~ INTENTIONALLY DELETED

1.09 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.11 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 2.4 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 4,237 RSF by the total Building space of 176,615 RSF.

1.12 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.13 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 \$3.70 per RSF (\$15,668.00/annum).

1.14 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 \$1.00 per ABOA SF of Space vacated by the Government.

1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)

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

- \$5.50 per hour per zone/floor/space

1.16 ~~24-HOUR HVAC REQUIREMENT (SEP 2014)~~ INTENTIONALLY DELETED

1.17 ~~BUILDING IMPROVEMENTS (SEP 2012)~~ INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)