

OKSTANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9 JAN 2012

LEASE NO.

LVT04806

BUILDING NO.

VT8084

THIS LEASE, made and entered into this date by and between Winter Development Corporation, whose address is 2 Market Street, South Burlington, VT 05403 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:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 39,201 Rentable Square Feet (RSF) and 32,994 ANSI/BOMA Square Feet with a Common Area Factor of 1.1881251% located on the ground, first, second, and third floors of the building located at 100 Interstate Corporate Center, Williston, VT 05495-9411 (hereinafter the "Building"), and identified on the plan attached hereto as Exhibit A, and by this reference made a part hereof along with twelve (12) parking spaces at the Building, consisting of five (5) reserved surface spaces and seven (7) covered and reserved spaces, and identified on the plan attached hereto as Exhibit B, 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.
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of fifteen (15) 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 hereof (the "Commencement Date"), and ending fifteen (15) 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.
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 tenth (10th) year by giving at least one hundred eighty (180) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
4. 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 10: Annual rent of \$1,052,638.49 and payable at the rate of \$87,719.87 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation for Offers Number 5VT0005, dated January 26, 2011 (hereinafter, the "SFO").

Years 11 through 15: Annual rent of \$1,023,318.71 payable at the rate of \$85,276.56 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to:

Winter Development Corporation
2 Market Street
South Burlington, VT 05403

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the tenth (10th) year.

Initials/Date *[Signature]*
Lessor / Government

11. 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 Lease 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 \$2.65 ANSI/BOMA SF (plus CPI escalation, if any) for the entire vacancy period.

Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities.

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 "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. 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.

Initials/Date ff 9/8/11 & DW
Lessor Government

14. **SATELLITE DISH/ANTENNA:** The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises [Building] 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 dishes, antennas and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to 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 Peter Judge at the address first set forth above, or as follows:

Winter Development Corporation
2 Market Street
South Burlington, VT 05403

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

General Services Administration Public Buildings Service
Attn: Thomas McNaughton
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. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$1,029,742.74 calculated at \$31.21 per ANSI/BOMA Office Area Square Foot, and amortized over ten (10) years at the interest rate of 3.527%. 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.
17. **CHANGE OF OWNERSHIP:** If during the term of this Lease, including extensions, title to this property is transferred to another party by sale, foreclosure, condemnation, or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:
- A. Certified copy of the deed transferring title to the property from the Lessor to the new owner;
 - B. Letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease;
 - C. Letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
 - D. New owner's full legal name. If ownership is held in a Corporation, indicate State of incorporation; if a Partnership, list all partners; if a Limited Partnership or Limited Liability Corporation/Company, list all general partners or members and identify under which State the partnership or LLC was created; if a Trust, give names of all trustees and recording date of Trust.
 - E. Execution of GSA Form 3518, which includes new owner's Tax ID number, DUNS number and CCR registration.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title.

Initials/Date *11/9/81* & *DM*
Lessor Government

If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer.

18. 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.
19. COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED]⁽⁶⁾ of the "Aggregate Lease Value" for the initial firm term of this Lease. The Aggregate Lease Value is defined as the full service rental to be paid by Tenant for the initial firm term of the Lease. The total amount of the commission is [REDACTED]. 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 Commission (half at lease execution and half at lease occupancy) 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 Commission less the Commission Credit is [REDACTED].

Initials/Date *CM 4/10/06 & Jm*
Lessor Government

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 \$87,719.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$87,719.87 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

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

- A. SFO 5VT0005
- B. Amendment 1 to SFO 5VT0005
- C. Amendment 2 to SFO 5VT0005
- D. GSA Form 3517, General Clauses
- E. GSA Form 3518, Representations and Certifications
- F. Exhibit A - "Ground, First, Second, and Third Floor Plans"
- G. Exhibit B - "Parking Plan"

21. 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: WINTER DEVELOPMENT CORPORATION

BY [REDACTED] _____ Vice President
(Title)

IN PRESENCE OF:
[REDACTED] Marie Belleville [REDACTED]
WITNESS:

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

B [REDACTED] _____ Contracting Officer
(Official title)

Initials/Date ap/4/91 & [Signature]
Lessor Government