

**LEASE NO. LVT04865**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2011)

**INSTRUCTIONS TO OFFERORS:** Do not attempt to complete this Lease Form (Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the Lease Proposal Form (1364-S) into the Lease form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

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 Exhibit A (floor/space plan) and B (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 for the term beginning DECEMBER 1, 2011 and continuing through NOVEMBER 30, 2016.

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

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.

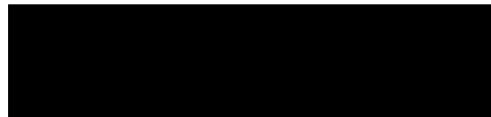
**FOR THE LESSOR:**

  
\_\_\_\_\_  
Name

Title: VICE PRESIDENT

Date: November 25, 2011

**FOR THE GOVERNMENT:**

  
\_\_\_\_\_  
Name

Title: Lease Contracting Officer

Date: 12-16-11

**WITNESSED BY:**

  
\_\_\_\_\_  
Name

Name: Marie Bellefleur

Title: Offia Manager

Date: Nov 25 2011





[Type text]

**1.13 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 \$0.002 per ABOA sq. ft. 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 at no additional charge.

**1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 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. HVAC: improve/address HVAC concerns. Facility experiences uneven heating and cooling throughout the space; particularly "blue room" on east side
  - 1. Provide all "AS BUILT" drawings and a Mechanical HVAC Assessment Report of the HVAC systems for GSA review.
- B. Restrooms:
  - 1. Provide more frequent (daily) cleaning and maintenance of restrooms
  - 2. Address water flow concerns; building experiences low water pressure