

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 1, 2010

LEASE NO.

LMA04807

THIS LEASE, made and entered into this date by and between Lessor: Marine Biological Laboratory (MBL)

Whose address is: 7 MBL STREET
WOODS HOLE, MA 02543

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A space at 25 Bernard E. St. Jean Drive (Falmouth Technology Park), Falmouth, MA, a total of 12,838 rentable square feet (RSF) of [office] and related space, which yields 12,641 ANSI/BOMA Office Area square feet (USF) of space [in an existing building] at 25 Bernard E. St. Jean Drive, 1st Floor—single story, (Falmouth Technology Park), Falmouth, MA to be used for such purposes as determined by the General Services Administration. [Included in the rent at no additional cost to the Government are 13 parking spaces for exclusive use of Government employees and patrons.]

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 and continuing through June 30, 2020. First five years being the firm term and remaining five years non-firm term.

3. The Government shall pay the Lessor annual rent of \$282,436, at the rate of (\$22/RSF - \$22.34/USF) or \$23,536.33 per month in for years 1 - 5 and at the rate of (\$24.50/RSF - \$24.88/USF) annual rent of \$314,531 or \$26,210.92/month in arrears for years 6 - 10.]

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Marine Biological Laboratory (MBL)
7 MBL STREET
WOODS HOLE, MA 02543

4. The Government may terminate this lease in whole or in part on June 30, 2015 by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. The government will provide at least 120 days' notice in writing to the lessor and no rental shall accrue after the effective date of termination, at anytime during the lease, if the current Agency (NOAA) should decide to vacate--this provides for resolution for General clauses requirements in Paragraph 2 and 6 of the General clauses.

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

LESSOR

LESSOR NAME

BY

James W. Jones Jr.
(Signature)

CHIEF FINANCIAL OFFICER
(Title)

IN PRESENCE OF

R. Adam Wolley
(Signature)

7 MBL STREET WOODS HOLE, MA
(Address)

UNITED STATES OF AMERICA

BY

Michael B. ...
(Signature)

Contracting Officer, General Services Administration
(Official Title)

5. This lease has no renewal option at the end of the 10-year term.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OMA2114 dated August 19, 2010.
 - B. Build out in accordance with standards set forth in SFO OMA2114 dated August 19, 2010. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
 - A. Solicitation for Offers SFO 8MA2038 dated June 17, 2010
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
8. In accordance with the SFO Paragraph 3.2 entitled, *Tenant Improvement Rental Adjustment*, Tenant Improvement Allowance (TI) is in the amount of \$88,487.00 and calculated at \$7/USF. The Government shall pay the Lessor for the expended (TI), in arrears, amortized through years 1-5 with no interest.
9. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 48.26%.
10. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$8.82/RSF (\$113,231.16/annum).
11. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.015625 (12,838 RSF/ 12,641 USF).
12. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, is established as no reduction for vacant space (rental reduction).
13. In accordance with the SFO Paragraph entitled *Overtime Usage*, there is no overtime usage adjustment for the entire building or any portion thereof.

The Lessor hereby waives restoration of the government space upon termination.

LESSOR

UNITED STATES OF AMERICA

BY _____

BY _____

(Inks)

(Inks)