

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

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 7, 2011

LEASE NO. LCT04782

THIS LEASE, made and entered into this date by and between: Vineyard Properties, L.L.C.
whose address is: c/o BKM Enterprises, Inc.
300 East River Drive
East Hartford, CT 06108-4205

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:

- LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 13,502 Rentable Square Feet (RSF) yielding 12,600 BOMA Office Area Square Feet (BOASF) and an additional 328 RSF (yielding 306 BOASF) of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total 13,502 RSF / 12,600 BOASF indicated above, for a total of 13,830 RSF / 12,906 BOASF, with a Common Area Factor of 7.16%, of office and general purpose space consisting of all of the building located at 101 Pitkin Street (11,222 RSF / 10,785 BOASF) and a portion of the building located at 109 Pitkin Street (2,608 RSF / 2,121 BOASF), East Hartford, CT, 06108-3316 (hereinafter the "Buildings"), and identified on the plan entitled "Floor Plans" and attached hereto as Exhibit A and by this reference made a part hereof; including twenty-eight (28) surface parking spaces and a fenced ware yard of approximately 9,000 RSF, 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.
- TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing September 25, 2011 (the "Commencement Date"), and ending ten (10) years thereafter, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term").
- TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the fifth (5th) year by giving at least ninety (90) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 90-day period shall be computed commencing with the day after the date of mailing of the notice by the Government
- RENEWAL OPTION (intentionally deleted)
- THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 2 of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$252,148.08 payable at the rate of \$21,012.34 per month, in arrears and;
Years 6 through 10: Annual rent of \$207,991.28 payable at the rate of \$17,332.61 per month, in arrears,
via Electronic Funds Transfer to:

Vineyard Properties
300 East River Drive
East Hartford, CT 06108-4205

Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to utilize 28 surface parking spaces and the existing fenced ware yard at no extra charge.

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6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 5 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build-out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers OCT2031, dated September 9, 2010, as amended on February 1, 2011 and February 18, 2011 (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the to be delivered Approved Government Layout Drawings;
 - (d) All provisions and specifications of the Lessor's Revised Best and Final proposal dated April 21, 2011, submitted in response to the SFO and the Government's request for Revised Best and Final Offers;
 - (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein;
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
7. FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.4 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the "Aggregate Lease Value" for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley 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] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc. upon lease execution.
- The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:
- First Month's Rental Payment of \$21,012.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
 - Second Month's Rental Payment of \$21,012.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
 - Third Month's Rental Payment of \$21,012.34 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
8. THE GOVERNMENT SHALL HAVE THE RIGHT but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, [REDACTED].
9. THE GOVERNMENT RESERVES THE RIGHT TO provide and install telecommunications, computer cable, conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose.
10. TAX ADJUSTMENTS: Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 91.71% (13,502 RSF / 14,722 RSF).

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11. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$64,330.00. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
12. 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 Leased 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 of the Leased Premises or vacates the Leased Premises in whole prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced for the entire vacancy period by \$3.00 per BOASF. 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.
13. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 4.6, at the rate of \$0.00 per hour.
14. 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 (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.
15. 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.
16. SATELLITE DISH/ANTENNA: The Government reserves the right to install additional satellite dishes or antennae at or on the Leased Premises 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 per Paragraph 8.14 of the SFO.

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17. **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 the address first set forth above, or as follows:

Vineyard Properties, L.L.C.
c/o BKM Enterprises, Inc.
300 East River Drive
East Hartford, CT 06108-4205

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

General Services Administration - Public Buildings Service
New England Region
10 Causeway Street
10th Floor
Boston MA 02222

or to such other address as shall be given in writing by any party to the other.

18. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 and 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$252,000.00 calculated at \$20.00 per BOMA Office Area Square Foot (based on 12,600 BOASF), and amortized over five (5) years at the rate of five (5%) percent. 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. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term. The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed [REDACTED]

(2) General Contractor's fee shall not exceed [REDACTED]; (3) Architectural and Engineering fees shall not exceed [REDACTED]; and (4) Lessor's Project Management Fees shall not exceed [REDACTED].

19. **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.

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

- A. SFO OCT2031
- B. Amendment to the SFO #1 – Energy Star
- C. Amendment to the SFO #2 – Unique Requirement Changes
- D. GSA Form 3517, General Clauses
- E. GSA Form 3518, Representations and Certifications
- F. Exhibit A – Floor Plans

To the extent of any inconsistency between the terms of this lease (SF2 only) and any of the attachments, the terms of this lease shall govern. The lessor hereby waives restoration.

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

LESSOR Vineyard Properties, L.L.C.

BY Rita Orentlicher authorized manager
(Signature) (Title)

IN PRESENCE OF:

Natalia Soares Natalia Soares 300 East River Dr. East Hartford CT 06108
(Signature) PRINTED NAME OF WITNESS: (Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY Lori Melchin Contracting Officer
Lori Melchin (Official title)

Initial/Date: MMO 5/15/11 & LM
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