

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE **FEB 11 2011**

LEASE NO. **LMA04768**

BUILDING NO. **MA5954**

THIS LEASE, made and entered into this date by and between **Picknelly Family Limited Partnership**

whose address is: c/o Falcon Management  
Suite 2410  
One Monarch Place  
Springfield, MA 01144-2410

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 2,497 Rentable Square Feet (RSF), with a Common Area Factor of fifteen percent (15%) yielding 2,171 ANSI/BOMA Square Feet, of office and general purpose space located on the fifth (5<sup>th</sup>) floor of the building known as One Monarch Place, located at 1414 Main Street, Springfield, MA 01144 (hereinafter the "Building"), and identified on the plan entitled "Fifth Floor Suite 540" dated July 27, 2010, attached hereto as Exhibit A, and by this reference made a part hereof along with three (3) reserved onsite parking spaces at the Building, and four (4) offsite parking spaces located within two blocks of the Building at the RiverFront Parking Lot, 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 ten (10) 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 ten (10) 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 fifth (5<sup>th</sup>) year by giving at least one hundred twenty (120) 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 5:** Annual rent of \$66,997.82 calculated at Shell Rent of \$27,442.03 (\$10.99 per RSF), Operating Cost Base of \$17,512.00 (\$7.01 per RSF), Tenant Improvements of \$22,043.79 (\$8.83 per RSF) and payable at the rate of \$5,583.15 per month in arrears and subject to CPI adjustment per Paragraph 4.3 of the Solicitation For Offers Number OMA2032, dated June 25, 2010 (hereinafter, the "SFO").  
  
**Years 6 through 10:** Annual rent of \$49,946.74 calculated at Shell Rent of \$32,434.74 (\$12.99 per RSF), Operating Cost Base of \$17,512.00 (\$7.01 per RSF), and payable at the rate of \$4,162.34 per month in arrears and subject to CPI adjustment per Paragraph 4.3 of the SFO.

(continued on next page)

Initials/Date

Lessor

Government

Rent shall be paid via Electronic Funds Transfer to:

Picknelly Family Limited Partnership  
One Monarch Place, Suite 2410  
Springfield, MA 01144-2410

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance component of the Annual Rent for Years 1 through 5 shall be fully amortized at the end of the fifth (5<sup>th</sup>) year.

5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT for the stated rental consideration specified in Paragraph 4 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 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 Approved Government Layout Drawings, Finish and Door Schedules, as further described herein, and attached hereto and made a part hereof.
  - (d) All provisions and specifications of the Lessor's Final Proposal Revision dated November 1, 2010, submitted in response to the SFO and the Government's request for Final Proposal Revisions on October 25, 2010;
  - (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; and
  - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
6. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:
- (a) In no event shall the Leased Premises be deemed to be ready for occupancy unless the same shall comply fully with all provisions of this Lease, including, but not limited to, the substantial completion of all improvements, requirements and construction in accordance with the specifications contained in this Lease, the SFO and the Approved Government Layout Drawings and Finish and Door Schedules, as referenced in Paragraph 5 above and all documents referenced in such SFO and in this Lease,
  - (b) The phrase "substantial completion" (or "substantially complete") shall mean that all work necessary to deliver the Leased Premises in accordance with each and every requirement and specification of this Lease, and all other appurtenant things necessary for the Government's access to the Leased Premises and the full occupancy, possession, use and enjoyment thereof, shall have been completed or obtained, including, without limitation, all required reviews, approvals, consents and permits (including a final certificate of occupancy for the entirety of the Lease Premises allowing occupancy for each of the uses described in and by this Lease), excepting only such minor matters as do not interfere with or diminish such access, occupancy, possession, use or enjoyment. Further, as Lessor is aware, the security of the Leased Premises is of paramount concern to the Government and in no event will the Leased Premises be deemed "substantially complete" or ready for occupancy unless the security system for the Leased Premises in Section 10 of the SFO is fully operational, as determined by the Contracting Officer.
  - (c) The Lessor hereby agrees that, as regards delivery of the Leased Premises to the Government ready for occupancy (hereinafter "Delivery"):
    - (i) Time is of the essence.
    - (ii) Lessor shall effect delivery of the Leased Premises within sixty (60) working days after the Contracting Officer has issued the Notice to Proceed for the Tenant Improvements (hereinafter the "Delivery Date")
    - (iii) Except with regard to such "Punch List" items as may be identified in the Acceptance Notice as defined in Paragraph 7(c)(v) hereof, it is a condition precedent to Delivery that all construction required under this Lease shall be substantially complete and comply with the requirements of FAR 52.246.12 and 21 and GSAR 552.246-71 (hereinafter, the "Regulations"), attached hereto and by this reference made a part hereof, and all drawings, plans and specifications referenced in Paragraph 5 and that the Leased Premises otherwise fully comply with the requirements of this Lease.

- (iv) As required under the Regulations, not less than ten (10) working days prior to the date on which the Leased Premises will, in the Lessor's reasonable, professional opinion, be ready for occupancy by the Government (the "Proposed Readiness Date"), the Lessor shall deliver to the Government written notice of said Proposed Readiness Date. Unless the Contracting Officer determines that the Leased Premises are not ready for inspection, not more than ten (10) working days following the Proposed Readiness Date, the Government shall commence inspection of all construction required under this Lease for compliance with the Regulations, the plans and all terms and conditions of this Lease (hereinafter, the "Compliance Inspection").
- (v) It is a further condition precedent to Delivery hereunder that a satisfactory Compliance Inspection shall have been completed by the Government, and the Contracting Officer shall have delivered to the Lessor, written notice of the Government's acceptance of the Leased Premises as ready for occupancy (an "Acceptance Notice"), together with a Punch List or lists as contemplated in Paragraph 6(d) below, if applicable.
- (vi) Lessor's failure to deliver the entire Leased Premises substantially complete and ready for occupancy, as defined in this Paragraph 6, on the Delivery Date, shall be deemed to be an event of default pursuant to the Default in Delivery clause of this Lease, Paragraph 11 of GSA Form 3517, General Clauses of this Lease (the "General Clauses"), attached hereto and by this reference made a part hereof.
- (vii) Government acceptance of the Leased Premises pursuant to the Compliance Inspection is an acknowledgment of the completion of the work inspected, but is not acceptance of conditions which cannot be fairly discovered until after the Government takes full operational occupancy, an acceptance of latent defects, a waiver of on-going compliance with performance-based specifications, standards and requirements, or a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.
- (viii) Government review of Lessor-prepared and submitted construction drawings and subsequent comments on same do not constitute a deviation from any provision, condition or requirement of this Lease unless specifically identified as such in writing by the Government Contracting Officer.
- (d) If the Government accepts the Leased Premises as ready for occupancy and the Leased Premises are substantially complete but not fully complete, then the Government will provide to the Lessor after the Compliance Inspection a Punch List of Items remaining to be completed for all interior spaces in the Building (the "Interior Punch List Items") and a Punch List of all exterior items that remain to be completed (the "Exterior Punch List Items"). Both parties understand that completion of some exterior items such as landscaping, final paving, and other exterior improvements may not be possible until weather permits, which may be as late as 60 to 90 days after the date the Government deems the Leased Premises ready for occupancy. Lessor and the Government agree that in the event that the Interior Punch List Items have not been completed within 30 days after the date the Government deems the Leased Premises ready for occupancy, the Government shall have the right to withhold from payments of rent due a sum of money equal to one and one-half times the estimated cost of completion of the outstanding interior Punch List Items. In the event that the Lessor has not completed the Exterior Punch List Items within 90 days from the date the Government deems the Leased Premises ready for occupancy (or such shorter time as the Government determines in its reasonable judgment that weather conditions allow) the Government shall have the right to withhold from payments of rent due a sum equal to one and one-half times the estimated cost to complete the Exterior Punch List Items.  
Upon completion of the Interior Punch List Items, any sums retained by the Government to cover the Interior Punch List Items shall be promptly paid to the Lessor. Upon completion of the Exterior Punch List Items, any sums retained by the Government for completion of the Exterior Punch List Items shall be promptly paid to the Lessor. If either Exterior or Interior Punch List Items are not fully completed within 120 calendar days after the date the Government deems the Leased Premises ready for occupancy, the Government may exercise its rights under Paragraph 15 of the General Clauses of the Lease and may avail itself of any other remedy available to the Government at law or in equity.
- (e) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Government Contracting Officer shall promptly determine which shall control.

7. 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, security cameras and monitors.
8. THE GOVERNMENT AT ITS OWN EXPENSE shall be responsible for providing and installing 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.
9. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 0.68%. The Real Estate Tax Base is established at \$1,265,000.00.
10. 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 \$17,512.00 (\$7.01 per RSF) . The Operating Cost Base shall be subject to annual adjustment as provided in Paragraph 4.3 of the SFO.
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 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 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 \$4.00 per ANSI/BOMA Square Foot for vacant space (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 (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.
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 as follows:

Picknelly Family Limited Partnership  
c/o Falcon Management  
Attn: Bill Terry  
One Monarch Place  
Suite 2410  
Springfield, MA 01144-2410

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

General Services Administration  
Attn: Michael Strobel  
10 Causeway Street  
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 Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$95,018.94, calculated at \$43.77 per ANSI/BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 6.00%. 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.

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] of the Aggregate Lease Value of this lease over the firm term. The total amount of the commission is [REDACTED] (Annual Rent for Years one (1) through five (5) of \$66,997.82 multiplied by [REDACTED]). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to [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].

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The shell rental payment 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 \$5,583.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$5,583.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$5,583.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

20. Pursuant to SFO Section 4.6, Overtime Usage, the overtime rate for heating and air conditioning (HVAC) shall be \$6.00 per hour (3 units at \$2.00 per hour each).

21. SFO Section 3.7 "Green Lease Submittals" is hereby deleted in its entirety and replaced with the following:

"3.6 GREEN LEASE SUBMITTALS (SEP 2010)

A. NO LATER THAN THE DUE DATE FOR FINAL PROPOSAL REVISIONS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. If this SFO requires a LEED® Certification, the name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.

2. Proof of the Energy Star label from EPA for the most recent year. For new construction, a Statement of Projected Energy Performance reflecting an Energy Star benchmark score of 75 or higher. Refer to "Energy Efficiency and Conservation" in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.

3. If the offered building will not have an Energy Star label in accordance with one of the statutory exceptions listed in the "Energy Efficiency and Conservation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted. If no improvements can be made, the offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "ENERGY EFFICIENCY AND CONSERVATION," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.

3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.

5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.

6. Construction Waste Management Plan:

Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the contracting officer, may permit alternative means of disposal.

7. Building Recycling Service Plan:

A building recycling service plan with floor plans annotating recycling area(s) as part of Design Intent Drawings to be reflected on the Construction Drawing submission.

8. A signed statement provided to the contracting officer, completed by the Lessor for the leased space, explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the "Indoor Air Quality During Construction" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.

9. In accordance with the incorporation of commissioning requirements called for in the "Mechanical, Electrical, Plumbing: General" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written commissioning plan submitted to the contracting officer prior to the completion of Design Intent Drawings that includes:

a. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the contracting officer immediately); and

b. A description of how commissioning requirements will be met and confirmed.

10. At completion of LEED® documentation and receipt of final certification, two electronic copies of all supporting documentation for certification on compact disk.

11. If renewable source power is purchased, documentation within 9 months of occupancy."

22. SFO Section 8.3 "Energy Cost Savings" is hereby deleted in its entirety and replaced with the following:

"8.3 ENERGY EFFICIENCY AND CONSERVATION (SEP 2010)

A. Existing buildings must have earned the Energy Star label in the most recent year or will have obtained it prior to lease award, unless the offered space meets one of the statutory exceptions listed below. All new construction shall achieve an Energy Star label within 18 months after occupancy by the Government. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the [www.energystar.gov](http://www.energystar.gov) Web site. The term "most recent year" means that the date of award of the Energy Star label by EPA must not be more than 1 year prior to the lease award date. For example, an Energy Star label awarded by EPA on October 1, 2010 is valid for all lease awards made on or before September 30, 2011.

B. To earn the Energy Star label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.

C. EXCEPTIONS. The Energy Independence and Security Act of 2007 (EISA) allows a Federal agency to lease space in a building that does not have an Energy Star label if:

1. No space is offered in a building with an Energy Star label in the delineated area that

meets the functional requirements of an agency, including location needs;

2. The agency will remain in a building they currently occupy;
3. The lease will be in a building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The lease is for 10,000 rentable square feet or less.

**D. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.**

1. If an Energy Star label building is not offered or an exception is met in accordance with subparagraph "C" above, the successful Offeror must, nevertheless, agree to renovate the space for all energy efficiency and conservation improvements that would be cost effective over the firm term of the lease.

2. Such improvements may consist of, but are not limited to, the following:
  - a. Heating, Ventilating, and Air Conditioning (HVAC).
  - b. Lighting Improvements.
  - c. Building Envelope Modifications.

Additional information can be found on [www.gsa.gov/leasing](http://www.gsa.gov/leasing) under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.

4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases), the lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.

**E. IMPROVEMENTS SCHEDULE.** All improvements must be accomplished according to the following schedule:

1. With the exception of succeeding or superseding leases, the improvements must be completed **prior to occupancy.**
2. For succeeding and superseding leases, the improvements must be completed **no later than one (1) year after signing the lease.**

**F. ENERGY STAR ONLINE TOOLS.** To earn the ENERGY STAR label, a building owner or representative must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>. The ENERGY STAR® Building Upgrade Manual and Building Upgrade Value Calculator are tools which can be helpful in considering energy efficiency and conservation improvements to buildings.

1. **ENERGY STAR® BUILDING UPGRADE MANUAL.** This manual provides information on planning and implementing profitable energy saving building upgrades. The ENERGY STAR® Building Upgrade Manual is available at: <http://www.energystar.gov/bldgmanual>.

2. **BUILDING UPGRADE VALUE CALCULATOR.** The Building Upgrade Value Calculator, developed by the U.S. Environmental Protection Agency (EPA), is a product of the partnership between Energy Star, BOMA International, and the BOMA Foundation. This calculator was developed as part of BOMA's Energy Efficiency Program (BEEP), a series of courses designed to help commercial real estate practitioners improve their buildings' energy efficiency performance. The calculator tool was developed to help property professionals assess the financial value of investments in a property's energy performance. The Building Upgrade Value Calculator estimates the financial impact of proposed investments in energy efficiency in office properties. The calculations are based on data input by the user, representing scenarios and conditions present at their properties. The Building Upgrade Value Calculator is available on the Energy Star Web site at <http://www.energystar.gov/financiaevaluation>.

**G.** The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act

to perform Energy Savings Performance Contracts (ESPC), as well as additional information on cost effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the [www.eere.energy.gov/femp](http://www.eere.energy.gov/femp) Web site, or call the Federal Energy Management Program (FEMP) Help Desk at 1-877-337-3463.

H. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable.

F. The Offeror is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources."

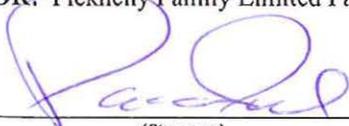
23. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. SFO No. OMA2032
- B. GSA Form 3517, General Clauses
- C. GSA Form 3518, Representations and Certifications
- D. Exhibit A - "Fifth Floor Suite 540" plan

24. To the extent of any inconsistency between the terms of this Lease and any of the attachments, the terms of this Lease shall govern.

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

LESSOR: Picknelly Family Limited Partnership

BY   
(Signature)

General Partner  
(Title)

IN PRESENCE OF:

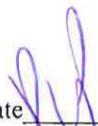
  
(Signature) PRINTED NAME OF WITNESS: Sally Beardon

One Monarch Place, 25TH FL  
(Address of Witness) Springfield, MA 01144

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY   
(Signature)

Michael Strobel, Contracting Officer  
(Official title)

Initials/Date  &   
Lessor Government