

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

AUG 03 2011

LEASE NO.

LNH04800

THIS LEASE, made and entered into this date by and between, *Beacon Mill, LLC* George J. Foster Co., Inc whose address is 150 Venture Drive, Dover, NH 03820-5913 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 3,792 Rentable Square Feet (RSF) (3,296) ANSI/BOMA Square Feet (USF), with a Common Area Factor of fifteen percent (15.00%) of office and general purpose space consisting of 3,792 RSF located with 830 RSF on the 1st Floor and 2,962 RSF on the 2nd Floor of the building located at 171 Fair Street, Laconia, NH 03248-3323 (hereinafter the "Building"), and identified on the plan entitled "Exhibit A", and attached hereto as Exhibit A, 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 five (5) years firm 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 as provided herein or as may be allowed at law or in equity (the "Lease Term"), for the term beginning on December 1, 2011 and continuing through November 30, 2021. First five years being the firm term and remaining five years non-firm term. If the Commencement Date is revised, 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.
- TERMINATION RIGHT:** THE GOVERNMENT MAY TERMINATE this Lease in whole or in part, any portion of the 3,792 RSF located with 830 RSF on the 1st Floor and 2,962 RSF on the 2nd Floor of the building, at any time on or after the last day of the seventh (5th) year by giving at least one hundred (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
- 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 \$99,482.62 calculated at Shell Rent of \$45,428.16 (\$11.98 per RSF), Operating Cost Base of \$31,397.76 (\$8.28 (rounded) per RSF), Tenant Improvements of \$22,656.70 (\$5.97 (rounded) per RSF), and payable at the rate of \$8,290.22 per month in arrears and subject to CPI calculations per Paragraph 11.1 of the Solicitation For Offers in accordance with SFO ONH2009 dated August 19, 2010 (hereinafter, the "SFO").

Years 6 through 10: Annual rent of \$76,825.92 calculated at Shell Rent of \$45,428.16 (\$11.98 per RSF), Operating Cost Base of \$31,397.76 (\$8.28 (rounded) per RSF), and payable at the rate of \$6,402.16 per month in arrears and subject to CPI calculations per Paragraph 11.1 of the Solicitation For Offers in accordance with SFO ONH2009 dated August 19, 2010 (hereinafter, the "SFO").

Beacon Mill, LLC

The Electronic Funds Transfer to: George J. Foster Co., Inc., whose address is 150 Venture Drive, Dover, NH 03820-5913.

Initials/Date *GF* *AS*
Lessor *7/20/11* Government

5. 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 \$113,283.52, calculated at \$6.87 per ANSI/BOMA Office Area Square Foot, or \$5.97/RSF and amortized over five (5) years at the interest rate of zero (0%). 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.

6. 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.

7. 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.

8. 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 62% of the building.. The Tax Base is established as \$10,116.53 for the building (GSA 3,792 RSF/Building 6,120).

9. 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 \$31,397.76 (\$8.28 (rounded) per RSF) The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 11.1 of the SFO.

10. COMMON AREA FACTOR: In accordance with the SFO attached and part of this agreement, the *common area Factor* is 1.15 or 15%. (3,792/3,296)

11. VACANT PREMISES: In accordance with the SFO paragraph entitled Adjustment for *Vacant Premises*, the adjustment is established as \$5.24 per ABOA or 3,296 USF..

12. OVERTIME USAGE: In accordance with the SFO Paragraph entitled Overtime Usage, the rate for *overtime usage* is established as zero dollars or \$0.00 per hour for the entire building or any portion thereof.

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. 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 George J. Foster Co., Inc at the address first set forth above, or as follows

Beacon Mill, LLC
~~George J. Foster Co., Inc.~~
 150 Venture Drive,
 Dover, NH 03820-5913
 Patrice Foster
 (603) 742-4465

GF
MS

Beacon Mill, LLC
GF
MS

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

General Services Administration
 Public Buildings Service
 Michael Strobel, Contracting Officer
 10 Causeway Street
 Room 1010
 Boston, MA 02222

15. BUILD OUT: The Lessor shall furnish to the Government, as part to the rental consideration, the following:
The Lessor shall furnish to the Government those facilities, services, supplies, utilities, and maintenance in accordance with SFO 0NH2009 dated August 19, 2010. Build out in accordance with standards set forth in SFO 0NH2009, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. 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. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

Initials/Date GF MS
 Lessor Government
 7/24/11

16. 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.

17. 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.

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.

Initials/Date P.7 & MS
Lessor Government

7/24/11

19. **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.

20. **ATTACHMENTS:** The following documents are attached hereto and by this reference made a part hereof:
A. GSA Form 3517, General Clauses
B. GSA Form 3518, Representations and Certifications
C. Flood Plain Certification
D. SFO ONH2009
E. Exhibit A 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: ~~George J. Foster Co.~~, Beacon Mill
GJ

BY *Robert D. Foster* President
(Signature) (Title)

IN PRESENCE OF:

Jannalee Muise Jannalee Muise [REDACTED]
(Signature) PRINTED NAME OF WITNESS (Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY *Michael Strobel* Mike Mark Strobel Contracting Officer
(Signature) (Official title)

Initials/Date GJ & MS
Lessor 7/20/11 Government