

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

12/5/11

LEASE NO. LMA04809

THIS LEASE, made and entered into this date by and between Worcester Renaissance Towers LLC  
whose address is: c/o Berkeley Investments, Inc.  
121 High Street  
Boston, MA 02110-2493

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 14,511 Rentable Square Feet (RSF) yielding 12,194 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 19.00%, of office and general purpose space consisting of a portion of the 6th floor of the building located at 120 Front Street, Worcester, MA, 01608-1413 (hereinafter the "Buildings"), and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; six (6) reserved structured parking spaces in the Lessor's Commercial Street Garage identified on the plan entitled "Structured Parking Location" and attached hereto as Exhibit B and by this reference made a part hereof; and 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 January 1, 2012 (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").
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 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
4. RENEWAL OPTION (intentionally deleted)
5. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$429,941.01 payable at the rate of \$35,828.42 per month, in arrears and;  
Years 6 through 10: Annual rent of \$341,008.45 payable at the rate of \$28,417.37 per month, in arrears,  
via Electronic Funds Transfer to:

Worcester Renaissance Towers LLC  
c/o Berkeley Investments, Inc.  
121 High Street  
Boston, MA 02110-2493

Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to utilize the aforementioned six (6) reserved structured parking spaces at no extra charge.

Initial/Date:



Lessor Govt

4/26/11

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 8MA2113, dated August 6, 2010, as amended on January 31, 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 January 15, 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) Replacement of all lighting within the leased premises to a minimum standard of T8 energy efficient lamps utilizing high efficiency low ballast factor ballasts no later than the acceptance date of all contemplated tenant improvements under this succeeding lease. This shall satisfy the terms of the Energy Efficiency and Conservation paragraph as added to the SFO under SFO Amendment #2.
  - (g) 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] per year of firm term (5 years) 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 shell rental portion of the annual rental payments (\$176,581.33 or \$14,715.11 per month) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. 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 \$35,828.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$35,828.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$35,828.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

8. 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 8.62% (14,511 RSF / 168,392 RSF).
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 \$132,332.00 (\$10.85 per BOASF). This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
10. 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 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 for the entire vacancy period by \$1.57 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.
11. 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 \$75.00 per hour.

Initial/Date: \_\_\_\_\_

Lessor

Govt

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 "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. **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:

Worcester Renaissance Towers LLC  
c/o Berkeley Investments, Inc.  
121 High Street  
Boston, MA 02110-2493

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

General Services Administration - Public Buildings Service  
New England Region  
10 Causeway Street  
Room 1010  
Boston MA 02222

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


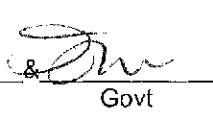
14. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 and 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$474,684.37 calculated at \$38.93 per BOMA Office Area Square Foot, and amortized over five (5) years at the rate of ten (10%) 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.

15. **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.

Initial/Date:

 &   
Lessor Govt

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

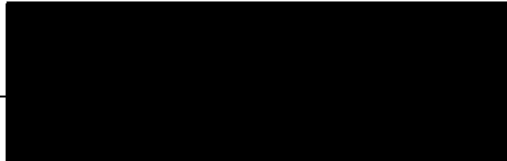
- A. SFO 8MA2113
- B. Amendment to the SFO #1 – CD Time Period Change
- C. Amendment to the SFO #2 – Energy Star
- D. GSA Form 3517, General Clauses
- E. Exhibit A – Floor Plan
- F. Exhibit B – Parking Plan

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.

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

LESSOR Worcester Renaissance Towers LLC  
By: Worcester Renaissance Holdings LLC, its sole member  
By: Berkeley Worcester MGR LLC, a manager  
By: Berkeley Investments, Inc., its manager

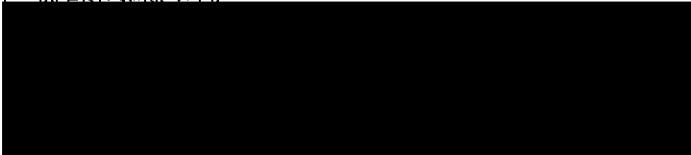
BY \_\_\_\_\_



\_\_\_\_\_  
President and Treasurer

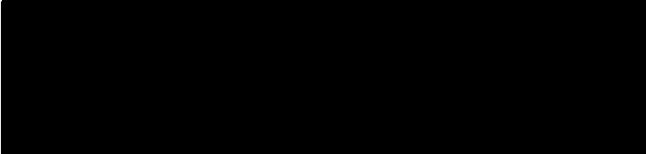
(Title)

IN PRESENCE OF:



*cl Berkeley Investments*  
*121 17th St.*  
*Boston, MA 02110*  
\_\_\_\_\_  
(Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION



\_\_\_\_\_  
Contracting Officer  
(Official title)

Initial/Date: *[Signature]* *[Signature]*  
Lessor Govt  
*4/26/11* *12/5/11*