

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

MARCH 23, 2010

LEASE NO. GS-01B-04640 / BUILDING NO. ME4166

THIS LEASE, made and entered into this date by and between **CENTER CITY PLAZA ASSOCIATES, LP**

whose address is 565 Congress Street, Suite 203, Portland, Maine 04101 - 3308 *gpr*

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. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 20,571 Rentable Square Feet (RSF) (19,993 ANSI/BOMA Square Feet), with a Common Area Factor of two point eight nine one percent (2.891%), of office and general purpose space located on the 3rd floor of the building located at **510 Congress Street, Portland Maine 04101** (hereinafter the "Building"), and identified on the plan entitled "Exhibit A" attached hereto and by this reference made a part hereof. All parking, as shown on "Exhibit B" and "Exhibit C" attached hereto and by this reference made a part hereof, 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. As part of the rental consideration, Lessor shall provide eight (8) unenclosed surface Parking Spaces located in the lot at 10 Forest Avenue, Portland, ME 04101, as shown in Exhibit B, and 35 secure, enclosed Parking Spaces in the City of Portland's Spring Street Garage located at 45 Spring Street, Portland, ME 04101, as shown in Exhibit C, all for the Government's exclusive use. The Government shall have access to the above spaces 24 hours a day, 365 days a year. The Government may terminate the Parking Spaces, in whole or in part, upon one hundred twenty (120) days written notice to the Lessor

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

SEE ATTACHED RIDER PARAGRAPH 8

3. The Government shall pay the Lessor annual rent of:

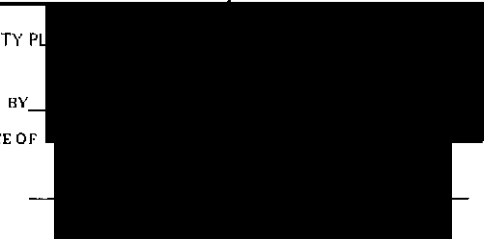
SEE ATTACHED RIDER PARAGRAPH 12

4. ~~The Government may terminate this lease in whole or in part at any time~~

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

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

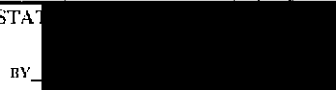
LESSOR
CENTER CITY PL



BY
IN PRESENCE OF

GENERAL PARTNER
(Title)
565 Congress St. Suite 203
PORTLAND, MAINE 04101
(Address)

UNITED STATES





BY

Contracting Officer, General Services Administration
(Official Title)

GEORGE E. WELCH

RIDER TO LEASE No: GS-01B-04640

6. The following are attached and made a part hereof:
- a) Rider To Lease, containing Paragraphs 6 through 34;
 - b) Section 1.0, Summary, paragraphs 1.1 through 1.13;
 - c) Section 2.0, Award Factors and Price Evaluation, paragraphs 2.1 through 2.6
 - d) Section 3.0, How to Offer and Submittal Requirements, paragraphs 3.1 through 3.7;
 - e) Section 4.0, Utilities, Services and Lease Administration, paragraphs 4.1 through 4.15;
 - f) Section 5.0, Design, Construction and Other Post Award Activities, paragraph 5.1 through 5.15;
 - g) Section 6.0, General Architecture, paragraph 6.1 through 6.12;
 - h) Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.14;
 - i) Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.19;
 - j) Section 9.0, Fire Protection, Life Safety and Environmental Issues, paragraphs 9.1 through 9.11;
 - k) Section 10.0, Lease Security Standards, paragraphs 10.1 through 10.15;
 - l) Section 11.0, Special Requirements, paragraphs 11.1 through 11.2;
 - m) General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 - n) Representations and Certifications, GSA Form 3518, paragraphs 1 through 9;
 - o) Attachment "A," Minimum Antiterrorism Standards for New and Existing Buildings;
 - p) Attachment "B," HQ USMEPCOM Design Guide 2006;
 - q) Exhibit "A," Floor plan highlighting the demised premises;
 - r) Exhibit "B" diagram highlighting the unenclosed surface Parking Spaces located in the lot located at 10 Forest Avenue;
 - s) Exhibit "C" diagram highlighting the 35 secure, enclosed Parking Spaces in the City of Portland's Spring Street Garage located at 45 Spring Street.
7. The Lessor shall construct the leased premises so as to deliver it in accordance with all of the requirements of this lease including, but not limited to, Section 11, Special Requirements, ready for occupancy by the Government, no later than ninety 90 days after receiving the Notice to Proceed from the Government (Section 1.9 Solicitation for Offers).
8. 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 1.2 hereof and acceptance of the leased space by the Government (the "Commencement Date"), and ending ten (10) years thereafter (the "Lease Term"), subject to the termination right set forth in Paragraph 9 below. Upon acceptance of the space as substantially complete by the Government, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date (the "Lease Term") by execution and delivery of a Supplemental Lease Agreement. Per paragraph 5.11 (subparagraph G-1) hereof, substantially completed space will be accepted by the Government subject to the completion of minor punch list items (see the Definitions paragraph of GSA Form 3517, General Clauses).
9. 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 one hundred twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
10. The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$765,731.90 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the TI cost shall be amortized over the five (5) year firm term of the lease at an interest rate of 5.00% per annum (\$8.43 per rentable square foot per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$765,731.90, then the Government shall have the option to either (i) pay the Lessor the difference between \$765,731.90 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the TI cost is less than \$765,731.90, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 11 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. Please refer to paragraphs 3.2 and 3.3 herein for addition TI pricing information.
11. The Lessor shall contribute up to \$47,600.00 towards the cost of Building Specific Security. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the Building Specific Security cost shall be amortized over the five (5) year firm term of the lease at an interest rate of 5.00% per annum (\$0.52 per rentable square foot per annum). If the Building Specific Security cost exceeds \$47,600.00, then the Government shall have the option to either (i) pay the Lessor the difference between \$47,600.00 and the total Building Specific Security cost in a one-time lump sum payment upon Substantial Completion of the Building Specific Security items.

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acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the Building Specific Security cost is less than \$47,600.00, only the actual Building Specific Security cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 12 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.

12. The Government shall pay the Lessor annual rental as follows:

For years 1 through 5 of the lease term, a total annual rental of \$32.32 per rentable square foot for a total of \$664,945.28 per annum at the rate of \$55,412.11 per month in arrears; which annual rental includes: Shell rent of \$14.30 per RSF (\$294,165.30 per annum); the base rate for Operating Costs specified in paragraph 13 below, \$2.21 per rentable square foot for parking (\$45,480 per annum), \$0.52 per rentable square foot (\$10,779.25 per annum) for the amortization of the Lessor's contribution to the Building-Specific Security cost and \$8.43 per rentable square foot (\$173,403.67 per annum) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in paragraph 10 of this Rider above and paragraphs 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.



For years 6 through 10 of the lease term, a total annual rental of \$20.47 per rentable square foot for a total of \$421,019.06 per annum at the rate of \$35,084.92 per month in arrears; which annual rental includes the base rate for Operating Costs specified in paragraph 13, and \$2.11 per rentable square foot for parking, and all accrued operating cost escalations.

The total annual rental rates above include annual parking rent of \$45,480 per annum calculated as follows: \$1,080 per annum for each of the 35 secure, enclosed Parking Spaces and, \$960 per annum for each of the 8 unenclosed surface Parking Spaces per Paragraph 5 below, payable at the rate of \$3,790 per month in arrears. At the end of year five (5) the Lessor shall provide the Government with a proposal for review and consideration of any change to the parking rental rate for the 35 secure, unenclosed spaces only. In the event the Lessor fails to notify the Government of this change, the existing rate will govern until such information is provided to and agreed upon by the Government. This annual rental shall be subject to adjustment as set forth in paragraph 10 of this Rider above and paragraphs 4.2, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated. Rent for the 8 unenclosed surface spaces shall not increase during the lease term.

13. For the purposes of the Real Estate Tax Adjustment clause pursuant to SFO Section 4.2 of the Lease, the Government is deemed to occupy 24.51 % of the rentable area of the building and the real estate tax base is \$64,368.
14. For the purposes of the Operating Cost Escalation pursuant to SFO Section 4.3 Operating Costs of the Lease, the base rate shall be \$141,141.00 per annum.
15. Pursuant to SFO Section 4.6, "Overtime Usage", heating and air conditioning (HVAC) are to be provided to the Government's leased premises during the normal hours of operation, 5:30 a.m. to 5:00 p.m. (11.5 hours) including twenty two (22) Saturdays per year, excluding other Saturdays, and excluding Sundays, and federal holidays. at the rate of \$28.50 per hour.
16. As part of the operating expenses, the Lessor shall furnish domestic water and chilled drinking water, electric, and gas services, at no additional cost to the Government during the term of this Lease.
17. The common area factor is established as 2.891%
18. In accordance with the SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the adjustment is established as \$3.75 / USF if the space is vacated in its entirety.
19. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and Lessor.
20. 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.

21. 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


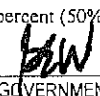
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necessary consents and grants of authority pursuant to entering into this Lease.

- 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.
22. Wherever the words "Offeror" or "Successful Offeror" appear in the lease they shall be deemed to mean "Lessor". Wherever the words "Solicitation", "Solicitation for Offers" or "SFO" appear in this lease they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this lease they shall be deemed to mean the "leased premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.
23. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease or the application thereof of such term or provision to persons or circumstances other than those as which it is held invalid or unenforceable shall not be effected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. Each employee of the Lessor and/or its contractor(s) employed in the operation of the building shall be (1) citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residency as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other information from the Immigration and Naturalization Services that employment will not effect his/her immigration status.
25. If during the term of the Lease, including extensions, the title to this property is transferred to another person either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- a) A certified copy of the deed transferring title of the property from the Lessor to the new owner.
 - b) A letter from the new owner assuming, approving and agreeing to be bound by the terms of this lease.
 - c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer, provided the Government is current on rent and all other obligations under the Lease. The Lessor acknowledges that the Government pays rent one (1) month in arrears.
 - d) The new owner's taxpayer's identification number or Social Security number.
 - e) The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list the names of all general partners and identify the laws of which states the limited partnership is created. If a realty trust, give the names of all trustees and the recording date of the trust.

The foregoing information must be received by the fifteenth (15th) day of the month in which the transfer will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rent payments to the new owner 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 rent for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent relative to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in the stop payment of rent until such time as all documentation is received by the Contracting Officer.

26. The Lessor shall not be reimbursed for any service not provided for in the Lease including, but not limited to repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the lease term specified in this Lease, unless approved in advance by an authorized official of the U. S. General Services Administration.
27. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than officers and employees of the U. S. General Services Administration or personnel authorized by the Contracting Officer.
28. The Lessor and the Broker have agreed to a cooperating lease commission to [REDACTED] percent of the firm term value of this lease consisting of the shell rate, parking rent, base year operating expenses and amortization of tenant improvement less the commission credit to the tenant. Fifty percent (50%)

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of the commission shall be due at the signing of the lease, and the remaining fifty percent (50%) due at the lease commencement. Lessor shall pay the Broker no additional commissions associated with this lease transaction. The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph 2.4, the Broker 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]. The Lessor agrees to pay the balance of the Commission of [REDACTED] (half at lease execution and half at lease occupancy) 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. Notwithstanding Paragraph 12 of this Standard Form 2, the shell rental payments 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 \$55,412.11 (which includes \$24,513.78 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$55,412.11 (which includes \$24,513.78 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

29. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.
30. 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.
31. The Government acknowledges that the existing space is not built out in accordance with the USA MEPC Design Guide standards. Any alterations to the existing space initiated by the Government will be paid for by the Government through the Tenant Improvement Allowance
32. 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 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.
33. 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
34. 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 Penelope Carson and Harold Pachios; at the address first set forth above, or as follows:

Center City Plaza Associates, LP
Penelope Carson and Harold Pachios, General Partners
565 Congress Street, Suite 203
Portland, ME 04101 - 3308
(207) 791-3000

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

General Services Administration Public Buildings Service
George Welch
10 Causeway Street
Room 1075
Boston, MA 02222 - 1001

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

- 35. Lessor agrees to make repairs and alterations to the building as specified in the Seismic Compliance Report prepared by Structural Integrity, Inc. dated 12.11.08 on page 18 of 19, in order to bring the building into seismic compliance per SFO requirements, at its own cost and expense.
- 36. The total annual rental rate is based on Government occupancy of the entire third floor of the building, and there shall be no adjustment to annual rent should the Government decide to remeasure the space.
- 37. Lighting in the public garage and elevators serving the leased space shall be accepted in As Is condition

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