

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE  
JULY 19, 2010

LEASE NO. GS-01B-04799  
GSA Building Number CT3326

THIS LEASE, made and entered into this date by and between **YALE UNIVERSITY**  
whose address is c/o University Properties, 433 Temple Street, New Haven, CT 06511-6803  
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 4,334 Rentable (3,293 BOMA Office Area) Square Feet (RSF), with a Common Area Factor of 1.31613, of office and general purpose space consisting of 4,334 RSF located on the 6th Floor of the building located at 55 Whitney Avenue, New Haven, CT 06510-1300 (hereinafter the "Building"), and identified on the plan entitled '6<sup>th</sup> FLOOR PLAN', dated 6.12.05, and attached hereto as Exhibit A, and by this reference made a part hereof; together with three (3) on site structured parking spaces and two (2) structured spaces in the Audubon Court Garage. All parking, 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. Lessor shall mark the Government's parking spaces as being reserved for the Government's exclusive use, but Lessor shall have no liability to the Government, nor shall the Government's obligations under the Lease be in any way affected, in the event of any unauthorized use of the Government's reserved parking spaces.
2. TERM WITH RENEWAL OPTION: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of five (5) years commencing when the Lease is effective (as defined in Section 2.3B of the SFO), and ending June 11, 2015, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term"). Provided that the Lease is in full force and effect, and the Government is not in default under the Lease, then the Government shall have the right to renew the term of this Lease for one (1) renewal term of five years, commencing on June 12, 2015 and ending on June 11, 2020. In order to exercise such renewal option, the Government must so notify Lessor, in writing, on or before December 12, 2014, time being of the essence. If the Government so notifies Lessor, then Lessor and the Government shall negotiate for rent for the renewal term. If Lessor and the Government are unable to agree on such renewal rent by March 12, 2015, then the Government's exercise of its renewal option shall be deemed void, and the Government shall have no further right to renew the term of the Lease.
3. TERMINATION RIGHTS: The Government and Lessor may each terminate this Lease in the event that Judge Winters is no longer occupying the Leased Premises, provided, however, that if the Lessor terminates the Lease, the Government shall have up to 150 calendar days to vacate the Leased Premises, provided that the Government continues to pay rent until the space is delivered back to the Lessor.
4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with the Lease, rent as follows:  
Years 1 through 5: Annual rent of \$139,251.42, payable at the rate of \$11,604.285 per month, in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer (pursuant to wire instructions provided to the Government separately by ACH EFT Form 3881) to:

Yale University  
Treasury Department  
2 Whitney Grove Square, 1st Floor  
New Haven, CT 06511

Rent for a lesser period shall be prorated on a per diem basis. Shell rent includes parking as stated in Paragraph 1.

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5. 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 8CT2072, dated 02/06/10, (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
  - (c) 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
  - (d) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
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, [REDACTED].
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.
9. TAX ADJUSTMENTS: Referencing Paragraphs 4.2 "Tax Adjustment" and 3.4 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 24.41% of Unit 7, which is also the 6<sup>th</sup> floor of the building.
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 \$52,874.80. The Base Operating Cost shall be subject to annual adjustment as provided in Paragraph 4.3 of the SFO.
11. VACANT PREMISES: None.

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12. **OVERTIME USAGE.** Referencing Paragraph 4.5 "Overtime Usage" of the SFO, the Government is not responsible for and Lessor will not charge for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 4.6.

13. **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.

14. **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.

15. **SATELLITE DISH/ANTENNA:** The Government has no right to install any satellite dishes or antennae at or on the Leased Premises or Building at any time during the term of this Lease (as the same may be extended or renewed).

16. **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 University Properties at the address first set forth above, and if intended for the Government, to the below-named Contracting Officer at the following address:

General Services Administration Public Buildings Service  
10 Causeway Street Floor 10  
Boston, MA 02222

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

17. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 & 3.3 of the SFO, Lessor has not included in the rental rate any Tenant Improvement (TI) Allowance. In the event that the term of the Lease is renewed pursuant to Paragraph 3 above, and in the event that the Government thereafter requests that the Leased Premises be repainted and/or re-carpeted, then (i) Lessor shall provide the Government with a fixed price for the same, (ii) the Government will advise Lessor if it wishes to proceed at the fixed price provided, and (iii) if the Government elects to proceed with the repainting and/or re-carpeting, then upon completion thereof, the rent shall be increased by a monthly amount equal to the amount of level payment of principal and interest at the rate of 9% per annum necessary to fully amortize the cost of the paint and/or carpet, together with such interest over a period of time from the first such monthly payment until the last monthly payment during the five (5) year renewal term of this Lease, which payments to amortize paint and/or carpet costs will continue through the first day of the month after the five year term, since payments are in arrears. The Government acknowledges that if it elects to have the Leased Premises repainted and/or re-carpeted, such work will have to occur while the Government is in possession of the Leased Premises, and the Government therefore

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agrees that in such event, it will cooperate with Lessor and its contractors in connection with such work, including vacating portions of the Leased Premises while work is being done therein, and moving files and other personal property as necessary.

18. 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 on and after the date that the new owner acquires the Building;
  - C. New owner's full legal name.
  - D. 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 effected. 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 effected, 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

19. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:
- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
  - B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
  - C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
  - D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
  - E. When need for documents has elapsed, destroying all copies.
20. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:
- A. GSA Form 3517, General Clauses
  - B. GSA Form 3518, Representations and Certifications
  - C. SFO 8CT2072 and Exhibits

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D. Exhibit A, 6th Floor Plan (aka Unit 7), 55 Whitney Avenue, New Haven, CT

21. CHANGES TO SFO 8CT2072, Dated 02/06/2010 ("SFO")

1. Sections 1.1A and 4.1: The Government has accepted the number of rentable square feet of space in the Leased Premises and the ABOA of the Leased Premises and the same shall not be subject to re-measurement by either party.

See attached Rider for additional provisions.

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

LESSOR: YALE UNIVERSITY

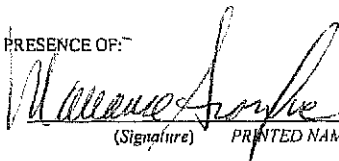
BY



Bruce D. Alexander

Its Vice President for New Haven and State Affairs and Campus Development

IN PRESENCE OF:



(Signature)

PRINTED NAME OF WITNESS:

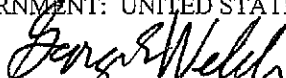
MARIANNE SCANDONE

433 Temple St. New Haven, Ct.

(Address of Witness)

GOVERNMENT: UNITED STATES OF AMERICA

By:



George E. Welch, Its Contracting Officer  
General Services Administration

Initial/Date:

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