

This Lease is made and entered into between **70 HARBOUR POINTE, LLC** (Lessor), whose principal place of business is: 70 Everett Avenue, Suite 520, Chelsea, MA, 02150-2376, and whose interest in the Property described herein is that of Fee Owner, and **The United States of America** (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:


Lessor hereby leases to the Government the Premises described herein, being a portion of the Property located at **70 Everett Avenue, Chelsea, MA, 02150**, and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM:**

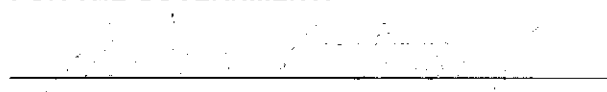
To Have and To Hold the said Premises with its appurtenances for the term beginning upon February 1, 2013, and continuing for a period of **Ten (10) Years, Five (5) Years Firm**, subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

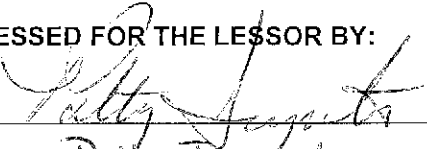
**FOR THE LESSOR:**

  
Name: Anthony J. Simboli  
Title: Owner / Manager  
Date: 01/31/13

**FOR THE GOVERNMENT:**

  
Michael G. Strobel  
Leasing Contracting Officer  
General Services Administration, Public Buildings Service  
Date: FEB 27 2013

**WITNESSED FOR THE LESSOR BY:**

  
Name: Patty Imperato  
Title: Mgrnt Services  
Date: 01/31/13

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>4</b>
1.01	THE PREMISES (SUCCEEDING) (JUN 2012)	4
1.02	EXPRESS APPURTENANT RIGHTS (JUN 2012)	4
1.03	RENT AND OTHER CONSIDERATION (JUN 2012)	4
1.04	INTENTIONALLY DELETED	5
1.05	TERMINATION RIGHTS (AUG 2011)	5
1.06	INTENTIONALLY DELETED	5
1.07	DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)	6
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)	6
1.09	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	6
1.10	ESTABLISHMENT OF TAX BASE (JUN 2012)	6
1.11	OPERATING COST BASE (AUG 2011)	6
1.12	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)	6
1.13	HOURLY OVERTIME HVAC RATES (AUG 2011)	6
1.14	24-HOUR HVAC REQUIREMENT (APR 2011)	7
1.15	BUILDING IMPROVEMENTS (JUN 2012)	7
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS AND STANDARDS</b>	<b>7</b>
2.01	DEFINITIONS AND GENERAL TERMS (JUN 2012)	7
2.02	AUTHORIZED REPRESENTATIVES (JUN 2012)	9
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (JUN 2012)	9
2.04	WAIVER OF RESTORATION (APR 2011)	9
2.05	INTENTIONALLY DELETED	9
2.06	CHANGE OF OWNERSHIP (JUN 2012)	9
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	10
2.08	ADJUSTMENT FOR VACANT PREMISES (APR 2011)	13
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	13
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>14</b>
3.01	WORK PERFORMANCE (JUN 2012)	14
3.02	RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (JUN 2012)	14
3.03	ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)	14
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	15
3.05	CONSTRUCTION WASTE MANAGEMENT (SUCCEEDING) (JUN 2012)	15
3.06	BUILDING SHELL REQUIREMENTS (JUN 2012)	16
3.07	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SUCCEEDING) (APR 2011)	16
3.08	QUALITY AND APPEARANCE OF BUILDING (SUCCEEDING) (SEPT 2011)	16
3.09	VESTIBULES (SUCCEEDING) (APR 2011)	17
3.10	MEANS OF EGRESS (JUN 2012)	17
3.11	AUTOMATIC FIRE SPRINKLER SYSTEM (JUN 2012)	17
3.12	FIRE ALARM SYSTEM (JUN 2012)	18
3.13	ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	18
3.14	ELEVATORS (JUN 2012)	18
3.15	INTENTIONALLY DELETED	19
3.16	DEMOLITION (JUN 2012)	19
3.17	ACCESSIBILITY (FEB 2007)	19
3.18	CEILINGS (JUN 2012)	19
3.19	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (JUN 2012)	20
3.20	DOORS: IDENTIFICATION (APR 2011)	20
3.21	WINDOWS (SUCCEEDING) (SEPT 2011)	20
3.22	PARTITIONS: GENERAL (APR 2011)	21
3.23	PARTITIONS: PERMANENT (JUN 2012)	21
3.24	INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)	21
3.25	WALL FINISHES – SHELL (SUCCEEDING) (JUN 2012)	21
3.26	PAINTING - SHELL (JUN 2012)	21
3.27	FLOORS AND FLOOR LOAD (AUG 2011)	22
3.28	FLOOR COVERING AND PERIMETERS – SHELL (SUCCEEDING) (JUN 2012)	22
3.29	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	22
3.30	BUILDING SYSTEMS (APR 2011)	22
3.31	ELECTRICAL (JUN 2012)	22
3.32	INTENTIONALLY DELETED	23
3.33	DRINKING FOUNTAINS (APR 2011)	23
3.34	RESTROOMS (JUN 2012)	23
3.35	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	24
3.36	JANITOR CLOSETS (SUCCEEDING) (JUN 2012)	24
3.37	HEATING VENTILATION AND AIR CONDITIONING – SHELL (JUN 2012)	24
3.38	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SUCCEEDING) (SEPT 2011)	25
3.39	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	25
3.40	LIGHTING: INTERIOR AND PARKING - SHELL (JUN 2012)	25

3.41	ACOUSTICAL REQUIREMENTS (JUN 2012).....	26
3.42	INDOOR AIR QUALITY DURING CONSTRUCTION (JUN 2012).....	27
3.43	SYSTEMS COMMISSIONING (APR 2011).....	28
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES.....</b>		<b>28</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE (SUCCEEDING) (JUN 2012).....	28
4.02	ACCEPTANCE OF SPACE (SUCCEEDING) (JUN 2012).....	28
4.03	AS-BUILT DRAWINGS (JUN 2012).....	28
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS.....</b>		<b>29</b>
5.01	TENANT IMPROVEMENT REQUIREMENTS (JUN 2012).....	29
5.02	FINISH SELECTIONS (SUCCEEDING) (SEPT 2011).....	29
5.03	DOORS: INTERIOR (SUCCEEDING) (JUN 2012).....	29
5.04	DOORS: HARDWARE (SUCCEEDING) (JUN 2012).....	29
5.05	PARTITIONS: SUBDIVIDING (SUCCEEDING) (JUN 2012).....	30
5.06	WALL FINISHES (JUN 2012).....	30
5.07	PAINTING –TI (JUN 2012).....	30
5.08	FLOOR COVERINGS AND PERIMETERS (JUN 2012).....	31
5.09	HEATING AND AIR CONDITIONING (SUCCEEDING) (SEPT 2011).....	32
5.10	ELECTRICAL: DISTRIBUTION (SUCCEEDING) (JUN 2012).....	32
5.11	LIGHTING: INTERIOR AND PARKING – TI (SUCCEEDING) (JUN 2012).....	32
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM.....</b>		<b>33</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012).....	33
6.02	UTILITIES (APR 2011).....	33
6.03	INTENTIONALLY DELETED.....	33
6.04	UTILITY CONSUMPTION REPORTING (JUN 2012).....	33
6.05	HEATING AND AIR CONDITIONING (AUG 2011).....	33
6.06	OVERTIME HVAC USAGE (JUN 2012).....	34
6.07	JANITORIAL SERVICES (JUN 2012).....	34
6.08	SELECTION OF CLEANING PRODUCTS (APR 2011).....	35
6.09	SELECTION OF PAPER PRODUCTS (JUN 2012).....	35
6.10	SNOW REMOVAL (APR 2011).....	36
6.11	MAINTENANCE AND TESTING OF SYSTEMS (JUN 2012).....	36
6.12	MAINTENANCE OF PROVIDED FINISHES (JUN 2012).....	36
6.13	ASBESTOS ABATEMENT (APR 2011).....	37
6.14	ONSITE LESSOR MANAGEMENT (APR 2011).....	37
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012).....	37
6.16	LANDSCAPING (SUCCEEDING) (JUN 2012).....	37
6.17	LANDSCAPE MAINTENANCE (APR 2011).....	37
6.18	RECYCLING (JUN 2012).....	37
6.19	INTENTIONALLY DELETED.....	38
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (JUN 2012).....	38
6.21	INDOOR AIR QUALITY (JUN 2012).....	40
6.22	RADON IN AIR (SUCCEEDING) (JUN 2012).....	41
6.23	RADON IN WATER (JUN 2012).....	42
6.24	HAZARDOUS MATERIALS (OCT 1996).....	42
6.25	MOLD (AUG 2008).....	42
6.26	OCCUPANT EMERGENCY PLANS (APR 2011).....	43
6.27	INTENTIONALLY DELETED.....	43
<b>SECTION 7 ADDITIONAL TERMS AND CONDITIONS.....</b>		<b>44</b>
7.01	SECURITY STANDARDS (JUN 2012).....	44

---

## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

---

### 1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: **2,500** rentable square feet (RSF), yielding **2,125** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the third (3rd) floor, and known as **Suite 315**, of the Building, as depicted on the floor plan attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as **17.65%** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **Five (5)** parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which **two (2)** shall be structured/inside parking spaces underneath the Building, and **three (3)** shall be reserved & marked surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay to the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (02/01/2013 – 01/31/2018)	NON FIRM TERM (02/01/2018 – 01/31/2023)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$56,300.00	\$66,300.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$18,200.00	\$18,200.00
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$ 0.00	\$0.00
TOTAL ANNUAL RENT	\$74,500.00 (\$29.80 PER RSF)	\$84,500.00 (\$33.80 PER RSF)

<sup>1</sup> Shell rent: Firm Term calculation - \$22.52 per RSF multiplied by 2,500 RSF; Soft Term calculation - \$26.52 per RSF multiplied by 2,500 RSF

<sup>2</sup> The Government has not requested any Tenant Improvement work

<sup>3</sup> Operating Costs rent calculation: \$7.28 per RSF multiplied by 2,500 RSF

<sup>4</sup> Building Specific Security costs are not applicable.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the payee designated in the Lessor's System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

D. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property, described in the paragraph entitled the Premises;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
4. The five (5) parking spaces described above in Paragraph 1.02(A) "Express Appurtenant Rights".

#### 1.04 INTENTIONALLY DELETED

#### 1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.06 INTENTIONALLY DELETED

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
SECURITY REQUIREMENTS	2	C
GENERAL CLAUSES (GSA FORM 3517B)	46	
REPRESENTATIONS & CERTIFICATIONS (GSA FORM 3718)	10	

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2011)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 2.8% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 2,500 RSF by the total Building space of 91,000 RSF.

**1.10 ESTABLISHMENT OF TAX BASE (JUN 2012)**

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is \$250,416.00.

**1.11 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$7.28 per RSF (\$18,200.00/annum).

**1.12 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.50 per ABOA SF of Space vacated by the Government.

**1.13 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$45.00 per hour for the entire Space.

1.14 **24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. 24-hour HVAC is not required by the Government for any designated rooms or areas of the Premises. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.15 **BUILDING IMPROVEMENTS (JUN 2012)**

The Lessor shall complete the following additional Building improvements or programs prior to January 31, 2014:

- A. Upgrade and improvement of the Building's HVAC energy management system,
- B. Fixtures in public restrooms in the Building modified with water-saving measures.
- C. Installation of energy-efficient hand dryers in public restrooms in the Building.
- D. Investigate feasibility of adding additional insulation to the ceiling of the parking garage located at the 1<sup>st</sup> floor of the Building to reduce or eliminate need for electrically heating the floor slab above.
- E. To use its best efforts to institute a recycling program in the Building.
- F. Education of Lessor's employees on energy-saving measures.

---

**SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS**

---

2.01 **DEFINITIONS AND GENERAL TERMS (JUN 2012)**

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as "the Building(s)."
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.