STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41CFR) 1-16 601

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

April 21, 2009

LEASE NO. GS-01B(PB)-04678, Neg.

Building No. MA5466ZZ

THIS LEASE, made and entered into this date by and between MA-New England Executive Park, LLC

whose address is c/o Equity Office

100 Summer Street, 2nd Floor

Boston, MA 02110 Attn.: Property Manager

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 91,848 Rentable Square Feet (RSF), with a Common Area Factor of 1.13314%, yielding 81,056 ANSI/BOMA Office Area (occasionally herein referred to as "usable") Square Feet comprising the entire 4 story building at 12 New England Executive Park, Burlington, Massachusetts (hereinafter the "Building"), and further identified on the plans entitled "12 NEEP plans: Floors 1-4" attached hereto as Exhibit "A" along with 400 reserved parking spaces, of which approximately 327 parking spaces are anticipated to be located at 12 New England Executive Park and approximately 73 parking spaces are anticipated to be located at 8 New England Executive Park, all as further identified the plans entitled "January 1, 2009, Proposed Parking – NEEP Site Plan,

(which plans may be amended from time to time by the Lessor to reflect actual design of the parking facilities; provided that the Lessor shall remain obligated to provide a total of 400 reserved parking spaces and in no event may the Lessor change the allocation of parking spaces between 12 New England Executive Park and 8 New England Executive Park by more than 5%). 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.

- 2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years firm (the "Lease Term"), commencing on the next business day, excluding Saturdays, Sundays and Federal Holidays, following the delivery of the entire Leased Premises in full compliance with the terms and conditions of Paragraphs 16 and 17 hereof (the "Commencement Date"), and ending ten years thereafter (the "Termination Date"). Upon actual determination of the Commencement Date, 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.
- 3. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, Annual Rent in the amount of \$3,926,502.00, payable in the amount of \$327,208.50 per month in arrears, plus CPI adjustments in operating costs after the first year, to:

MA-New England Executive Park, LLC c/o Equity Office
125 Summer Street, 17th Floor
Boston, MA 02110

Attention: Property Manager
Rent for a period of less than one month shall be prorated on a per diem basis.

4.	COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of \$12.00 per rentable square foot. The total amount of the commission is The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is The Lessor shall pay the lease Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in Solicitation for Offers No. MA02804 (Amended 8/21/08) (the "SFO"). The total amount due the Broker is payable upon lease execution and payable upon lease the Commencement Date).
	Notwithstanding Paragraph 3 of the Lease, 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 \$327,208.50 minus prorated Commission Credit of equals which shall be paid as the first month's rent.
	Second month's rental payment \$327,208.50 minus prorated Commission Credit of which shall be paid as the second month's rent.
	Third month's rental payment \$327,208.50 minus prorated Commission Credit of which shall be paid as the third month's rent.
	Fourth month's rental payment \$327,208.50 minus prorated Commission Credit of which shall be paid as the fourth month's rent.
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- 5. <u>LUMP SUM REIMBURSABLE ITEMS</u>: The Lessor shall provide, install, and maintain any items identified by the parties as "Lump Sum Reimbursable Items" at the sole cost and expense of the Government. Provided that the Lessor shall have completed and delivered to the Government by the applicable delivery dates all such items of work and materials in full compliance with the requirements of this Lease, and further provided that the Lessor shall have provided to the Government an invoice for all work performed pursuant to this paragraph in accordance with all requirements of this Lease, the Government shall pay to the Lessor in a single lump sum payment, as provided in Paragraphs 22, 23, and 24 of the General Clauses, full consideration for the completed work required with regard to such Lump Sum Reimbursable Items.
- 6. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraph 1.8 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$3,539,715.52 (\$43.67 per ANSI/BOMA Office Area square foot), amortized over ten (10) years at the rate of 0.00%. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a rent credit applied at the beginning of the Lease Term. Any increase in the Tenant Improvements beyond \$43.67 per ANSI/BOMA Office Area square foot will be amortized at a 9.00% interest rate and shall be added to the annual rent specified in the Form 1364 attached hereto. Notwithstanding anything to the contrary contained herein or in the SFO, in no event will the Government be entitled to any increase in the TI Allowance if amortization of such increase would cause the annual rent to exceed \$43.00 per rentable square foot of the Leased Premises; provided that such cap shall be increased by 2.2% for each fiscal year beginning with fiscal year 2009 and ending with the fiscal year during which substantial completion of the Leased Premises occurs. The Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.
- 7. MAINTENANCE AND REPAIR OF SPECIALIZED EQUIPMENT: Notwithstanding anything to the contrary contained herein or in the SFO, the Lessor shall not be responsible for the maintenance of any

specialized or special purpose equipment that the Government may affix to the Leased Premises (including, but not limited to, any x-ray or magnetometer equipment). The Lessor will be responsible for the maintenance of all HVAC, UPS Battery Back-Up, and Generator equipment installed to satisfy the specific terms of the SFO. The Government will be responsible for any other maintenance of specialized equipment should it be installed by the Government. In the event that the Government installs any such specialized or special purpose equipment, upon expiration or earlier termination of the Lease, the Government shall remove any such specialized or special purpose equipment (unless otherwise instructed by the Lessor in writing) and shall repair, at the Government's sole cost and expense, any damage caused by such removal such that any area affected by the removal is restored to its condition immediately preceding removal.

8. NOVATION AND CHANGE OF NAME

- A. In the event of a transfer of ownership of the Leased Premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. The Government, the Lessor, and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the Lease are legally transferred.
- D. In addition to all documents required by FAR 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contact, court decree, articles of incorporation, operating agreement, certificate of good standing, etc.)
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Lease Agreement.
- In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including, but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change in ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.
- 9. FURNITURE AND EQUIPMENT: Notwithstanding anything to the contrary contained herein or in the SFO, including, but not limited to, Paragraph 6.1 of the SFO, the Government, at its sole expense, shall be responsible for providing and installing conventional furniture, systems furniture and certain other special equipment prior to acceptance and occupancy of the Leased Premises. The Lessor shall, at the Government's sole cost and expense from its TI Allowance, provide and install telecommunications and computer cable 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, such access to be at no additional cost or expense to the Government or its contractors. Lessor's construction schedule shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall cooperate 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.

- 10. TAX ADJUSTMENTS, APPEAL, TAX BASE AND DEFINITIONS: Referencing Paragraphs 3.3 "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 100.00%. Notwithstanding anything to the contrary in the SFO, if the Lessor initiates a successful tax appeal, any reductions due the Government will be net of the Government's share of the Lessor's reasonable and actual costs of the appeal. Notwithstanding anything to the contrary in the SFO, Real Estate Taxes shall include special assessments, business improvement district assessments, community facility district assessments, transportation district assessments, and other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the Building and/or the land upon which the Building is located to the extent such charges are reflected on the assessor's regular tax bill for the subject property. The tax base is established as \$2.70 per rentable square foot.
- 11. <u>OPERATING COSTS</u>: Referencing Paragraph 3.5 "Operating Costs" and 3.6 "Operating Cost Base" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$837,872.00, subject to annual CPI adjustment commencing on the first anniversary date of the Lease Commencement Date as provided in Paragraph 3.5 of the SFO.
- 12. VACANT PREMISES: Referencing Paragraph 3.13 "Adjustment for Vacant Premises" of the SFO, the rent will be decreased by \$1.25 per rentable square foot of vacant space, but shall be applicable only to the extent that at least 5,000 rentable square feet of contiguous and separately demised space is vacated. This adjustment shall take effect 30 days after the date on which the Lessor receives written notice from the Government requesting such reduction in rent.
- 13. OVERTIME USAGE: Referencing Paragraph 7.3 "Overtime Usage" of the SFO, the Government shall pay for overtime usage of heating and air-conditioning in the amount of \$44.00 per hour beyond tenant's normal hours of 6:00 AM to 6:00 PM Monday through Friday. The Government shall have no obligation for overtime usage for room(s) specified in the Performance Specifications attached to the SFO that have dedicated 24 hour HVAC requirements.
- 14. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer or a designated representative of the Contracting Officer (the "Contracting Officer's Representative"), 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 or the Contracting Officer's Representative.
- 15. <u>SATELLITE DISH/ANTENNA</u>: The Government reserves the right to install microwave or satellite dish(es) or antenna(e) at or on that portion of the Leased Premises located at 12 New England Executive Park at any time during the Lease Term, as the same may be extended or renewed, so long as the Government first obtains the prior written consent of the Lessor, such consent not to be unreasonably withheld, conditioned, or delayed. All rights and privileges of the Government to use and access satellite dish(es), antenna(e) and/or related equipment are considered to be requirements of this Lease and shall be at no additional rent, charges, fees or costs to the Government. Installation and maintenance of such microwave or satellite dish(es) or antenna(e) shall be at the Government's sole cost and expense. The Government shall remove, under a separate Government contract, at no cost to the Lessor, the existing, large antenna currently affixed to the roof of the Building.
- 16. CONSTRUCTION SCHEDULE: Notwithstanding anything to the contrary herein or in the SFO, including paragraph 3.17 of the SFO, the construction schedule and review periods will be established per the tentative construction schedule (the "Tentative Construction Schedule") attached hereto and incorporated herein as Exhibit "D". The Lessor shall submit a final construction schedule (the "Construction Schedule") based on the Tentative Construction Schedule to the Government no later than 22 days after the Lessor's receipt of a full program of requirements ("POR") from the Government. The Government

shall approve the Construction Schedule, or provide any reasonable objections thereto, within 5 days after the Government's receipt of the Construction Schedule from the Lessor. If the Government does not accept, or object to, the Construction Schedule within such 5-day period, the Construction Schedule shall be deemed to be accepted and such Construction Schedule shall be substituted in lieu of Exhibit "D" hereof and incorporated herein. If the Government reasonably objects to the Construction Schedule within such 5-day period, the Lessor shall provide to the Government an updated Construction Schedule using good faith efforts to address the Government's objections therein. Within 5 days after receipt of such updated Construction Schedule, the Government shall accept the updated Construction Schedule for such updated Construction Schedule shall be deemed to be accepted if the Government does not respond within such 5-day period) and such updated Construction Schedule shall be substituted in lieu of Exhibit "D" hereof and incorporated herein. Notwithstanding anything to the contrary contained in the SFO, the Government shall provide to the Lessor the POR acceptable to the Lessor within 30 days of the Government's execution of this Lease. The Government must issue the Notice to Proceed that the Government is required to issue pursuant to SFO paragraph 3.17(i) within 270 days of Lease award. Should the Government fail to discharge its responsibilities as defined herein within the time allocated hereunder, such failure shall constitute "Government Delay." Should the Lessor fail to discharge its responsibilities as defined herein within the time allocated hereunder, such failure shall constitute "Lessor Delay," For purposes of determining Government Delay and Lessor Delay, the Construction Schedule shall supersede the timeframes set forth in Paragraph 3.17 of the SFO. Pursuant to this paragraph and SFO paragraph 3.17, if Government Delay occurs, then the Rent Commencement Date shall be the same number of days earlier than the date on which the Government accepts the entire Leased Premises as the number of days of delay. Pursuant to this paragraph and SFO paragraph 3.17, if Lessor Delay occurs, then the Rent Commencement Date shall be the same number of days later than the date on which the Government accepts the entire Leased Premises as the number of days of delay. Any free rent or "delay rent" shall be subject to mutual offset and shall be credited or paid in conjunction with the Government's first rent payment following the Government's acceptance of the entire Leased Premises. Notwithstanding the foregoing, the Government does not waive any of its rights or remedies reserved to the Government under this Lease. The Lessor shall provide to the Government a three week construction forecast in weekly job meetings between the parties. The construction forecast will be memorialized in the meeting minutes to be circulated by the Lessor to the Government.

- 17. PHASED OCCUPANCY: The parties hereby agree that the Government will occupy first the 1st and 2nd floors of the building, measuring approximately 44,000 rentable square feet ("Phase 1 Space"), and will occupy second the 3rd and 4th floors, measuring approximately 48,000 rentable square feet ("Phase 2 Space"). The Rent Commencement Date shall be identical to the Commencement Date which shall occur only upon completion by the Lessor of both the Phase I Space and Phase II Space and the Government's acceptance of the substantial completion of the entire Leased Premises. The commencement dates outlined herein shall be more particularly set forth in Supplemental Lease Agreements.
- 18. <u>TEMPORARY RELOCATION</u>: Upon commencement of each of the Phase 1 Space and Phase 2 Space, the Lessor shall relocate that portion of the tenant agency located in such space to temporary fully-serviced space ("Swing Space") with full voice and data connectivity and of equal or greater size in 16 New England Executive Park ("NEEP"). The Lessor shall provide, at its sole cost and expense, furniture (including chairs) for cubicles in the Swing Space and the Government shall provide, at its sole cost and expense, furniture for private offices in the Swing Space. The Lessor shall contract with a qualified relocation consultant to manage the relocation of the Government into and out of Swing Space to accommodate the Phase 1 Space and Phase 2 Space renovations. The Lessor shall pay to relocate the Government into the Swing Space and the Government shall pay to relocate back into the Leased Premises.
- 19. <u>BUILDING SHELL</u>: The full service offered rental rate includes the Lessor's obligation to comply with all building shell requirements as described in the SFO. Any costs associated with the Performance Specifications, Data Network and Voice Installation, or other Special Requirements shall be paid for out of the TI Allowance (or by lump sum by the Government) except for Performance Specifications Sections D-10 and D-11, which are specifically incorporated by reference in SFO Paragraphs 9.31 and 9.32.

- 20. PAINTING OF PUBLIC AREAS: Notwithstanding anything to the contrary contained herein or in the SFO, including, but not limited to, Paragraph 5.8 of the SFO, the Lessor shall, within a reasonable time after receipt of a Government request therefor, be obligated to paint the painted surfaces in the common areas of the Premises one (1) time after the 48th month of the Lease Term. Painting shall be performed in order to maintain the Building in a good condition, acceptable to the Contracting Officer and comparable to other first-class office properties in the Burlington market; provided that, in no event will the Lessor be required to paint any area in the Leased Premises than is required by the SFO. In no event will the Lessor be obligated to paint any surface in the Building more than once during the Lease Term for any reason. For purposes of this Paragraph only, "common areas" means the main lobby, the stairwells, the circulation corridors servicing the stairwells, the restrooms, the elevators, and the common kitchens in the Leased Premises. The stairwells will be painted with a high grade washable paint that will be regularly cleaned in accordance with Paragraph 7.6 of the SFO.
- 21. LEASE SECURITY STANDARDS: Notwithstanding anything to the contrary contained herein or in the SFO, including, but not limited to, Paragraph 9.27 of the SFO, the installation or placement of any security equipment or personnel outside of the Leased Premises shall require written consent of the Lessor and shall be at the Government's sole cost and expense. Notwithstanding the foregoing, the Government may install security cameras on the façade of the Building subject to the Government obtaining the prior written consent (such consent not to be unreasonably withheld or delayed) of the Lessor with respect to the location of such cameras.
- 22. <u>DESIGN INTENT AND CONSTRUCTION DRAWINGS</u>: Notwithstanding anything to the contrary contained herein or in the SFO, the schedule attached hereto as Exhibit "D" will govern with respect to the Government's review and approval of the design intent drawings ("DIDs") and the construction drawings ("CDs"). For the purposes of Exhibit "D", "Revisions" shall mean no cost changes requested by the Government prior to the 45th day of the 88 day review period (the "Review Period") as defined in Exhibit "D" and "Modifications" shall mean cost-incurred changes to be paid by the Government and requested subsequent to the 45th day of the Review Period. If the Government makes changes to the CDs that are inconsistent with the Government's approved DIDs, then the Government shall bear the costs and be responsible for the delays resulting from such modifications or changes. As provided in Exhibit "D", the Lessor shall deliver to the Government the initial set of DIDs no later than 22 working days after the Lessor's receipt of the POR from the Government.
- 23. PARKING: The Lessor is obligated to provide a roving security guard to monitor the parking areas in which the Government is allowed to park under this Lease. The Lessor is not, however, obligated to provide a security guard dedicated to such Government parking areas, and the Lessor's providing of a security guard to monitor the parking areas of the entire park shall be deemed to satisfy the requirement set forth in the immediately preceding sentence. Any security or other enhancements requested by the Government for any parking areas shall be at the Government's sole cost and expense. The Lessor shall be responsible for the cost of installation of reserved parking signage that the Lessor deems necessary in its sole discretion. The Lessor shall provide for use by the Government and its employees a pedestrian walkway from the parking spaces located at 8 New England Executive Park to 12 New England Executive Park. Such walkway shall be designed and located at the Lessor's sole and absolute discretion to provide the most direct path as possible between 8 New England Executive Park and 12 New England Executive Park and as is permitted under applicable law, rules, regulations, or ordinances. Notwithstanding anything to the contrary contained in this Lease, the Lessor will not be obligated to provide an entry security (e.g., ID pass, vehicle ID, hangtag, etc.) system for the parking spaces located at 12 New England Executive Park. The Government may, subject to the Lessor's reasonable approval of any design and construction drawings, install such an entry security system at the Government's sole cost and expense. All work performed in connection with such entry security system shall be in accordance with all governmental regulations and the Government shall be responsible for obtaining any necessary governmental approvals.

The Government shall have a right of first refusal with respect to reserved parking spaces on the first floor of the parking facility located at 8 New England Executive Park on the terms and conditions set forth in Exhibit "E" hereto (which is attached hereto as Attachment H).

The winstanding anything to the contrary contained herein or in the SFO, including, but not a regraph Section 5.14.B.1.b (Carpet-Repair or Replacement) of the SFO, the Lessor shall, a reasonable time of the Lessor's receipt of a request therefor, maintain, repair, or replace the replacement of the Lessor's sole cost and installation of the new carpet in the lessor shall not exceed \$100,000 for the cost and installation of the new carpet in the Lessor the Building during the Lease Term. If any carpet in the Leased Premises is and warranty and, during the term of this Lease, is worn or damaged such that said entitle the Lessor to recovery thereunder for such wear or damage, then the Lessor shall, and such controlly reasonable efforts to pursue recovery under said warranty. Any costs the pursuit of such recovery or the performance of any work related thereto shall not be controlled to the \$100,000 cap set forth in this Paragraph.

ERMIT: Notwithstanding Paragraph 3.15.B.3 of the SFO, the Lessor shall provide to the form the Covering construction of the Tenant has approved the CDs.

*Induces and other communication which is required or permitted by this Lease shall be in and the need by personal service, sent by registered or certified first class US mail, postage in the need, addressed, or by regular overnight delivery service such as Federal Express, if the Lessor to:

MA-New England Executive Park, LLC co Equity Office 125 Summer Street, 17th Floor Boston, MA 02110 Attn.: Property Manager

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General Services Administration, Public Buildings Service 10 Causeway Street, Room 1075 Boston MA 02222 Attn.: Michael Strobel

PLANS, DRAWINGS AND SPECIFICATIONS: Associated frames or specifications provided under this Lease are intended for use by the Lessor, support of this support of this lease are intended for use by the Lessor, support of this lease are intended for use by the Lessor, support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor is lease are intended for use by the Lessor, in support of this lease are intended for use by the Lessor is lease are intended for use by the Lessor is lease are intended for use by the Lessor is lease are intended for use by the Lessor.

Simple reproduction and/or dissemination of covered materials only to persons/parties related www.same.org.com/otherwise authorized to receive such information;

Maring every possible reasonable and prudent effort to prevent unauthorized disclosure of this to re-

* ಈಥ ಗಣ್ಣ accurate and detailed records as to the identity of persons having access to or ಸಾರ್ಟ್ ಸಮಾನ of plans, drawings or specifications;

○ Continuing the efforts required above throughout the entire term of this Lease and for what when the measure is may be necessary; and

and reed for documents has elapsed, destroy all copies.

Performance Specifications

*** Performance Specifications

** Performance Specifications

*** Performance Specifications

29. <u>ATTACHMENTS</u> : The following documents are attached hereto and by this reference made a part
hereof: A. Solicitation for Offers MA02804, as amended and dated 8/21/08 (and all attachments thereto, including, but not limited to, the Performance Specifications dated January 21, 2007 and subsequently amended on August 21, 2008) B. GSA Form 3517B, "General Clauses" C. GSA Form 3518, "Representations and Certifications" D. Exhibit A: 12 NEEP plans: Floors 1-4 E. Exhibit B reserved on and off site parking F. Exhibit C Small Business Subcontracting Plan G. Exhibit D Tentative Construction Schedule and Phased Occupancy Schedule H. Exhibit E Right of First Refusal I. Sensitive Security Information
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.
BY(Signature)
Equity Office 125 Summer St, Boston Ma (Address)
CONTRACTING OFFICER

(Official title)

STANDARD FORM 2 FEBRUARY 1965 EDITION

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