

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/15/11

LEASE NO. LNH04815

THIS LEASE, made and entered into this date by and between NH B II LLC c/o RREEF whose address is 4 Technology Drive, Westborough, MA 01581 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 8,403 Rentable (7,839 BOMA Office Area) Square Feet (RSF), with a Common Area Factor of 7.0%, of office and general purpose space located on the 3rd floor of the building located at 410 Amherst Street, Nashua, NH 03063 (hereinafter the "Building"), and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; 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. The Government shall have the right to use up to twenty nine (29) parking spaces at no additional charge. One of these spaces shall be marked as reserved for use solely by the Government. Upon completion of required alterations the space shall be re-measured and reconciliation shall take place with the appropriate adjustment to the noted space under lease taking place if necessary.
2. TERM: 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, (the "Commencement Date"), and ending ten (10) years thereafter, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term"). 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. TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the fifth (5th) year by giving at least sixty (60) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 60-day period shall be computed commencing with the day after the date of mailing of the notice by the Government
4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:
Years 1 through 10: Annual rent of \$215,416 and payable at the rate of \$17,951.33 per month, in arrears via Electronic Funds Transfer to: Account Name NH B II LLC Bank Name NORTHERN TRUST
Bank ABA [REDACTED] Bank Account [REDACTED]

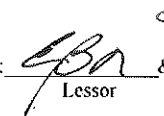
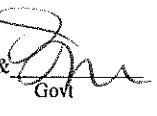
Rent for a lesser period shall be prorated on a per diem basis.
5. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 4 above and at no further cost or expense to the Government, the following:
 - (a) The Leased Premises, and all appurtenances, rights 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 8NH2012, dated 06/28/10, (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the Approved Government Layout Drawings.
 - (d) All provisions and specifications of the Lessor's Best and Final proposal dated 10/1/10, submitted in response to the SFO and the Government's request for Best and Final Offers;
 - (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.

Initial/Date

[Signature]
Lessor Govt

6. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", CBRE ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of firm term of this lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, CBRE 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] to be paid upon lease commencement. The remaining brokerage fee shall be paid in two parts; [REDACTED] will be paid to CBRE upon lease execution and [REDACTED] will be paid to CBRE upon lease commencement.
- The shell rental portion of the annual rental payments (\$14.71 per BOASF x 7,839 BOASF = \$115,311.70 or \$9,609.31 per month) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:
- First Month's Rental Payment of \$17,951.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
 - Second Month's Rental Payment of \$17,951.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
7. **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, security cameras and monitors.
8. **TAX ADJUSTMENTS:** The percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 12.3% (8,403 RSF / 68,255 RSF).
9. **OPERATING COSTS:** Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$56,593. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
10. **VACANT PREMISES:** Referencing Paragraph 4.4 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced for the entire vacancy period by \$3.00 per BOASF. This rate shall be subject to CPI escalations (if any). Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities.
11. **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.

Initial/Date:

 & 
Lessor Govt

12. 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 NH B II LLC c/o RREEF at the address first set forth above, or as follows:

NH B II LLC c/o RREEF
4 Technology Drive
Westborough, MA 01581

and if intended for the Government, to the below-named Leasing Specialist at the following address:
James Clark , Leasing Specialist, Real Estate Acquisition Division:

General Services Administration Public Buildings Service
10 Causeway Street, Room 1010
Boston MA 02222

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

13. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraph 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$168,060, and amortized over five (5) years at the rate of nine (9%) percent. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term.

14. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:

- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
- B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
- C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
- D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
- E. When need for documents has elapsed, destroying all copies.

Initial/Date:


Lessor Govt

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

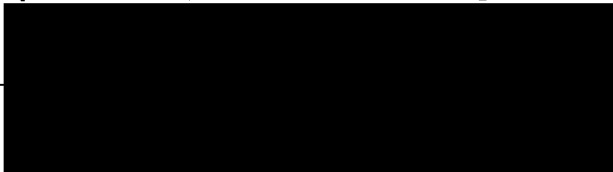
- A. SFO NH2012
- B. GSA Form 3517, General Clauses
- C. GSA Form 3518, Representations and Certifications
- D. Exhibit "A" – Floor Plan

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

LESSOR NH B II LLC

By: Edward Reiss, Vice President/Asset Management

BY _____



VP

(Title)

IN PRESENCE OF:



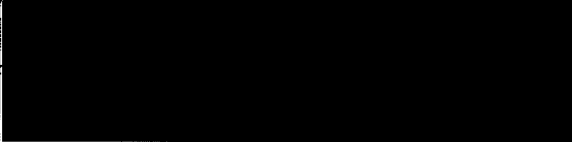
(Signature)

PRINTED NAME OF WITNESS:

4 Tech Drive Westborough MA 01581

(Address of Witness)

VICES ADMINISTRATION



Contracting Officer
(Official title)

Initial/Date:

ER & *DM*
Lessor Govt