

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 11, 2009

LEASE NO.

GS-03B-10308

THIS LEASE, made and entered into this date by and between 1900 RIVER ROAD, LLC

whose address is

30 Broad Street, 35th Floor,
New York, NY 10004-2952

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. The Lessor hereby leases to the Government the following described premises: 1,048,631 rentable square feet of warehouse and related space (which includes approximately 40,000 rentable square feet of office and administrative space), together with 363 standard automobile parking spaces, and the paved wareyard areas to park tractor trailers as shown on Rider 1 to this lease, all located at the facility known as the Eastern Distribution Center, 1900 River Road, Burlington, New Jersey,

to be used for such purposes as may be determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a firm term beginning on December 14, 2010 and continuing through December 13, 2020.

3. The Government shall pay the Lessor annual rent of \$8,022,027.15 at the rate of \$668,502.26 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

1900 River Road, LLC
30 Broad Street, 35th Floor
New York, NY 10004-2952

~~4. The Government may terminate this lease at any time by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

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

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All services, maintenance, operations and other considerations as set forth in this lease. Cleaning, janitorial, maintenance and repair services shall be provided by the Lessor as provided in Rider No. 2 to this Lease. In the event of any conflict between the terms and provisions of Rider No. 2 and the terms and provisions of the SFO attached hereto with respect to such services, the terms and conditions of Rider No. 2 shall control.

7. The following are attached and made a part hereof:

- Continuation Paragraphs 9 - 23 to this SF2
- Rider 1 to Lease GS-03B-10308
- Rider 2 to Lease GS-03B-10308
- SFO Number NJ10308
- GSA Form 3517, General Clauses
- GSA Form 3518, Representations and Certifications
- Small Business Subcontracting Plan

8. The following changes were made in this lease prior to its execution:

Paragraphs 4 and 5 of this SF2 have deleted in their entirety; Paragraphs 9 - 23 have been added hereto.

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

LESSOR 1900 RIVER ROAD, LLC

BY _____

(Signature)

SVP
(Title)

IN PRESENCE OF:

(Address)

30 Broad Street, 35th Floor, NY, NY 10004

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

(Signature)

Contracting Officer

(Official title)

9. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

10. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. In accordance with last sentence of SFO Paragraph 4.2(B)(7), base year real estate taxes are agreed to be \$0.92 per rentable square foot.

11. Common Area Factor. The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square feet (ABOA) to determine the rentable square feet is 1.00.

12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$0.95 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

13. The Government shall be responsible for the cost of all electric and natural gas used in connection with the operation of the leased premises directly to the utility provider.

14. In accordance with the lease negotiations, the lessor has offered a rent credit in the amount of \$25,000.00 for the first month of the lease. Therefore, the monthly rental paid for the first month of the lease will be equal to \$643,502.26.

15. This Lease is a succeeding lease and the Government is currently in occupancy and possession of the leased premises. The Government is accepting the lease premises in its current existing condition, subject only to the Lessor's agreement to provide new paint and floor covering as provided in paragraph 17 below and retrofit the warehouse lighting as provided in Paragraph 18 below and the Lessor's continuing obligations to provide all services, maintenance, operation, and other considerations set forth in SFO NJ10308 and in Rider No. 2. The foregoing acceptance includes but is not limited to requirements for security and security equipment as may be set forth in the attached SFO. Further the Lessor shall not be required to provide CAD plans of the leased space. It is also understood that the requirement for radon tests was previously satisfied and no new tests are required. The Government shall not receive any credit for building shell or tenant improvements currently in place, all such amounts having

been factored into the annual rental rate set forth in paragraph 3 above. Items identified as "building shell" are to be maintained, repaired and/or replaced as part of the Lessor's shell rent. For the purposes of this lease, the building shell shall include: the base building structure and building enclosure, including all loading docks and dock doors; exterior areas, including paved and grassed areas; plumbing and sewerage systems and equipment; restrooms; mechanical and electric equipments including heating, ventilation and air conditioning (in office areas), sprinklers; and electrical distribution; lighting; partitions; and ceilings (in office areas and restrooms).

16. The Lessor shall provide new paint and floor cover in all office space and related administrative space at the Lessor's expense, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after 5PM on weekdays or on weekends and all work shall be completed prior to the commencement date of this lease. The Lessor shall provide a minimum of three color boards for the Government to choose from. All finishes shall meet the minimum standards set forth in the Lease.

17. The Lessor, at the Lessor's sole cost and expense, shall perform an energy management lighting fixture retrofit of the warehouse portion of the leased premises on the (i) 129 - 400 watt, 277 volt explosion-proof, high pressure sodium fixtures, (ii) the 1,279 - 400 watt, 277 volt, standard duty high pressure sodium fixtures, and (iii) the 782 - 277 volt, two tube, 96", T-12 fluorescent fixtures, all located in the warehouse area of the facility. The energy management retrofit is intended to reduce electricity usage through the use of state of the art high intensity discharge lighting fixtures, compact fluorescent lighting fixtures, and/or other such fixtures as may be applicable in conformance with the standards of the Illuminating Engineering Society (IES) and applicable local, state, and federal energy codes. Such lighting retrofit shall be carried out in a prompt fashion after lease execution. The lighting retrofit shall be completed prior to the commencement date of this lease.

18. In connection with its preventative maintenance obligation, the Lessor shall perform a semi-annual infrared scan of the main electrical switchgear, panels, bus ducts and carry out any repairs as necessary.

19. In the event the Government parks tractor trailers in locations other than the areas designated tractor trailer parking as shown on Rider No. 1 to this Lease, the Government shall be responsible for the cost to repair and/or replace any damaged asphalt.

20. In the event of a sale of the building and an assignment of the lease to the new building owner, and upon approval by the Government of the novation of the lease

agreement in accordance with SFO Paragraph 4.12, such approval not to be unreasonably withheld, 1900 River Road LLC shall have no continuing liability under the lease.

21. In the event of a conflict between the terms and provisions of the SF2 and any of the documents attached to the SF2, the terms and provisions of this SF2 shall control.

22. The Lessor shall ensure the building shell complies with applicable handicapped accessibility and fire and life safety requirements. Within 30 days after the date hereof, the Lessor shall have Form 12000 (Fire Protection and Life Safety Evaluation for a Low Rise Building) completed by a fire protection engineer and signed by the Lessor and shall submit such completed form to the Government. The Lessor agrees to correct any deficiencies noted on Form 12000 at its sole cost and expense.

23. Definitions:

A. Where the word "Offeror" appears it shall be considered "Lessor."

B. Where the word "should" appears it shall be considered to be "shall."

C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease."