

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

7-28-10

LEASE NO. **GS-02B-23784**

THIS LEASE, made and entered into this date by and between G.O.P.-I, LLC.

whose address is c/o Mountain Development Corp.  
100 Delawanna Avenue, Suite 100  
Clifton, NJ 07014-1069

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:

Twenty one thousand two hundred seventy seven (21,277) rentable square feet of office space consisting of seventeen thousand five hundred seventy four (17,574) ANSI/BOMA Office square feet on the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) floors of the building known and designated as One Garret Mountain Plaza, Woodland Park, NJ 07424-3318, in accordance with the attached floor plan labeled Exhibit "A", attached hereto and made a part hereof, together with eighty (80) on-site parking spaces,

to be used for office and related purposes

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

\_\_\_\_\_ through \_\_\_\_\_, subject to  
termination and renewal rights as may be hereinafter set forth. SEE PARAGRAPH 10 OF THE RIDER.

3. The Government shall pay the Lessor annual rent of

\$ \_\_\_\_\_

at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in  
arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

SEE PARAGRAPH 13 OF THE RIDER.



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.

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

SEE RIDER.

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

SEE RIDER

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

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

LE

BY

[Redacted Signature]

(Signature)

IN PRE

[Redacted Address]

100 DELAWARE AVENUE  
CLIFTON, NJ 07714

(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY

[Redacted Contracting Officer]

Contracting Officer

(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

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**RIDER TO LEASE NO. GS-02B-23784**

9. The following are attached hereto and made a part hereof:
- a. Rider to Lease, containing Paragraphs 9 through 25;
  - b. Section 1.0, Summary, Paragraphs 1.1, 1.3, 1.4, 1.6 and 1.7;
  - c. Section 2.0, Award Factors and Price Evaluation, Paragraph 2.2;
  - d. Section 3.0, How to Offer and Submittal Requirements, Paragraphs 3.2, and 3.3;
  - e. Section 4.0, Utilities, Services, and Lease Administration, Paragraphs 4.1 through 4.13;
  - f. Section 5.0, Design, Construction, and Other Post Award Activities, Paragraphs 5.1 through 5.16;
  - g. Section 6.0, General Architecture, Paragraphs 6.1 through 6.12;
  - h. Section 7.0, Architectural Finishes, Paragraphs 7.1 through 7.14;
  - i. Section 8.0, Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.19;
  - j. Section 9.0 Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12;
  - k. Section 10.0 Lease Security Standards, Paragraphs 10.1 through 10.19;
  - l. Section 11.0 Special Requirements, Paragraph 11.1
  - m. General Clauses, GSA Form 3517B, Paragraphs 1 through 48;
  - n. Representations and Certifications, GSA Form 3518, Paragraphs 1 through 11; and
  - o. Exhibit "A" Floor Plan highlighting the demised premises.
10. The term of this Lease shall commence upon Substantial Completion of all alterations specified in this Lease and on Design Intent Drawings (DIDs) to be provided by the Government and shall run for a period of five (5) years thereafter. The commencement date of the Lease shall be more particularly set forth by a supplemental lease agreement.
11. The Government may terminate this Lease in whole or in part at any time on or after the last day of the third (3rd) year by giving at least ninety (90) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said ninety (90)-day period shall be computed commencing with the day after the date of mailing of the notice by the Government.
12. The Lessor agrees to contribute a Tenant Improvement (TI) Allowance of \$905,412.48 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor's contribution toward the TI cost will be amortized over the 3-year firm term of the lease compounded at an interest rate of 8.03% per annum (\$16.01 per rentable square foot per annum). If the TI cost exceeds \$905,412.48 then the Government shall have the option to either (i) pay the Lessor the difference between \$905,412.48 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the TI cost is less than \$905,412.48, only the actual TI cost shall be amortized into the annual

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rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 13 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.

13. The Government shall pay the Lessor annual rental as follows:

For years 1 through 3 of the lease term a total annual rental of \$41.99 per rentable square foot for a total of \$893,421.23 per annum at the rate of \$74,451.77 per month in arrears; which annual rental includes \$16.01 per rentable sq. ft. (\$340,618.42 per annum ) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in Paragraph 18 below.

For years 4 and 5 of the lease term a total annual rental of \$26.03 per rentable square foot for a total of \$553,840.31 per annum at the rate of \$46,153.36 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

G.O.P.-1, LLC  
c/o Mountain Development Corp.  
100 Delawanna Avcue, Suite 100  
Clifton, NJ 07014-1069

14. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. 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 forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this 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 until fully recaptured.

First Month's Rental Payment \$74,451.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$74,451.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$74,451.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

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15. All services, maintenance and utility costs during normal business hours are included in the rental consideration. There shall be no charge for overtime utilities for the supplemental HVAC units in IT/LAN room which operates 24 hours per day 7 days a week.
16. If the Government requires HVAC beyond the normal hours of operation specified in Section 4.5 of this Lease, the charge shall be \$50.00 per hour for the entire space.
17. In accordance with the paragraph 4.2 entitled Tax Adjustment, the percentage of Government occupancy is established as 12.19%.
18. In accordance with the paragraph 4.3 entitled Operating Costs, the base cost of services for the purposes of operating cost adjustments is \$7.55/RSF (\$160,700.00/annum).
19. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent will be reduced by \$2.17/RSF/ \$2.63/USF.
20. The Lessor agrees, as part of the shell rent, to construct one additional fully ABAAS compliant restroom on the 4<sup>th</sup> Floor as noted on the Exhibit "A". This is in addition to the ABAAS compliant restroom located in the core area by the elevators.
21. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
22. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
23. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
24. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
25. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.

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2.0 AWARD FACTORS AND PRICE EVALUATION

2.2 **BROKER COMMISSION AND COMMISSION CREDIT (NOV 2006)**

- A. For the purposes of this SFO, CB Richard Ellis (the Broker) or its subcontractors John Burweger and The Crown Partnership, Inc., are the authorized real estate broker representing GSA. **A GSA CONTRACTING OFFICER MUST REVIEW, APPROVE, AND EXECUTE THE LEASE.** The government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Lessor agrees that if the Lessor is paying a commission or fee in connection with this lease transaction to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Lessor will pay a commission to the Broker that it normally would be entitled to pursuant to local business practices, as evidenced through a brokerage agreement between the Lessor and the Broker. The commission will be negotiated between the Lessor and the Broker and will be based on a lease term not to exceed the firm term of the lease contract. Commissions will not be negotiated or collected on option periods or for lease terms beyond the firm term of the lease. The Lessor agrees that the commission to be paid to the Broker shall be paid not later than the Lease Commencement date as defined in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO. As part of the offer, the Offeror shall disclose any and all commissions and/or fees to be paid by the Lessor including both the Lessor's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker.
- B. For the benefit of the Government, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease.
- C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the "Price Evaluation" paragraph in the SUMMARY section of this SFO. The amount of the commission paid to GSA's Broker shall not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.