

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*January 18<sup>TH</sup>, 2011*

LEASE NO. GS-02B-23817

Bldg No. NJ4604

THIS LEASE, made and entered into this date by and between ATC TURNPIKE PLAZA, LLC,

Whose address is 605 WEST 48<sup>th</sup> STREET, NEW YORK, NEW YORK 10036

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. The Lessor hereby leases to the Government the following described premises:

A total of 2,555 rentable square feet (RSF) of office and related space, which yields 2,214 ANSI/BOMA Office Area square feet (USF) of space at Turnpike Plaza, 197 Route 18 South, East Brunswick, NJ 08816 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are ten (10) reserved parking spaces for exclusive use of Government employees and patrons.

2. SEE RIDER NO. 11

3. The Government shall pay the Lessor annual rent of \$56,695.45 (\$22.19/RSF - \$25.61/USF) at the rate of \$4,724.62 per month in arrears for years one (1) - five (5) and \$58,228.45 (\$22.79/RSF - \$26.30/USF) at the rate of \$4,852.37 per month arrears for years six (6) - ten (10), as adjusted for operating costs pursuant to Section 0.4 of the SFO entitled "Operating Costs".

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

ATC TURNPIKE PLAZA, LLC  
605 WEST 48<sup>TH</sup> STREET  
NEW YORK, NEW YORK 10036

4. The Government may terminate this lease in whole or in part at any time after June 30, 2016 by giving at least 120 working 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. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

- A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8NJ2048 dated September 27, 2010 attached hereto.

- B. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

6. Lease terms contained in Rider to Lease No. GS-02B-23817 attached here to and made a part hereof shall be incorporated as if set forth herein.

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

LESSOR  
ATC

IN PRE

*General Manager ATC TPA LLC*

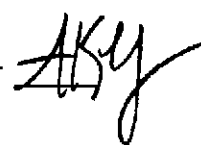
Contracting Officer, General Services Administration  
(Official Title)

INITIALS: LESSOR *[Signature]* & GOVERNMENT *[Signature]*

**RIDER TO LEASE NO: GS-02B-23817**

6. The following are attached hereto and made a part hereof:
  - a) Rider To Lease, containing Paragraphs 6 through 22;
  - b) SFO No. 8NJ2048;
  - c) General Clauses, GSA Form 3517B, paragraphs 1 through 48;
  - d) Representations and Certifications, GSA Form 3518, paragraphs 1 through 11; and
  - e) Exhibit "A", floor plan of the demised Premises.
7. Wherever the words "Offeror" or "Successful Offeror" appear in the 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 the "leased premises", "demised premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.
8. The Lessor shall construct the alterations to the Premises as depicted on "Exhibit A" attached hereto and made a part hereof so as to deliver it in accordance with all of the requirements of this Lease and ready for occupancy by the Government no later than July 1, 2011.
9. The term of this Lease shall commence upon substantial completion of all alterations specified in this Lease, if any, and run for a period of ten (10) years thereafter, subject to the termination rights as set forth herein. The Commencement Date of the Lease shall be more particularly set forth in a Supplemental Lease Agreement ("SLA") to this Lease upon acceptance of the Premises by the Government.
10. Upon acceptance of the Premises and commencement of rent in accordance with Section 0.11, Subsections (G), (H), and (I) of the SFO, Lease No. GS-02B-23135 shall terminate on the succeeding business day following such acceptance of the Premises and commencement of rent and the term of this Lease shall commence.
11. The Government may terminate this Lease at any time by providing at least one hundred and twenty (120) working days written notice to the Lessor after the fifth (5<sup>th</sup>) year of the Lease and no rental shall accrue after the date of termination of the Lease. Said notice shall be computed commencing upon the day after the date of mailing.
12. For the purposes of the Operating Cost Escalation pursuant to SFO Section 0.4, *Operating Costs*, the base rate shall be \$5,365.00 per annum or \$2.10 per RSF.
13. Pursuant to SFO Section 4.3, *Overtime Usage*, the overtime rate for heating and air conditioning (HVAC) shall be \$100.00 per hour per supplemental HVAC unit in overtime operation. Notwithstanding anything to the contrary contained herein, the above overtime rate shall not apply for the twenty four (24) hour / seven (7) days a week operation of the LAN room and such HVAC service shall be provided by the Lessor at no additional cost to the Government.
14. The common area factor is established as 1.1540 (2,555 RSF / 2,214 USF).
15. In accordance with the SFO paragraph 0.10, *Adjustment for Vacant Premises*, there is no adjustment for the Premises.
16. Each employee of the Lessor and/or its contractor(s) employed in 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 residency as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other information from the Immigration and Naturalization Services that employment will not affect his/her immigration status.
17. The Lessor shall not be reimbursed for any service not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rent be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance by a Contracting Officer of the U. S. General Services Administration.
18. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than officers and employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
19. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be

INITIALS: LESSOR \_\_\_\_\_ & GOVERNMENT \_\_\_\_\_



accurately shown.

20. To the extent any of the terms and conditions contained within this Rider shall conflict with the terms and conditions contained within any of the attachments to this Lease or in the case of any inconsistency between the terms of this Rider and any of the terms contained within the attachments to this Lease, the terms of this Rider shall govern and control.
21. This Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and the Lessor.
22. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease or the application thereof of such term or provision to persons or circumstances other than those as which it is held invalid or unenforceable shall not be effected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

INITIALS: LESSOR  & GOVERNMENT 