

This Lease is made and entered into between

4 Paragon Realty LLC

("the Lessor"), whose principal place of business is 343 Thornall Street, 8th Floor, Edison, NJ 08837-2206 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

4 Paragon Way
Suite No. 2
Freehold, NJ 07728-7895

and more fully described in Section 1 and Exhibit B, together with rights to the use of parking and other areas as set forth herein.

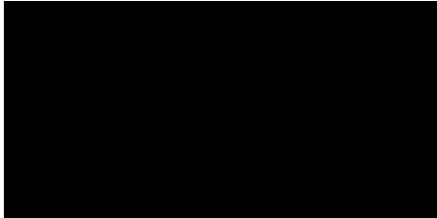
To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

Ten (10) Years, Five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:
4 PARAGON REALTY L.L.C.
By: Mack-Cali Realty, L.P., member
By: Mack-Cali Realty Corporation,



By: 
Senior Vice President of Leasing

Date: December 27, 2012

Date: December ____, 2012
WITNESSED BY:

Name: _____
Title: _____
Date: _____



SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

The Government shall accept the leased premises and tenant improvements contained therein in their current existing condition. Lessor shall not be responsible for performing any work with respect to such space, except as otherwise set forth in the TICS Table Pricing, Exhibit A, hereto made a part of this Lease. The Government shall reasonably cooperate with Lessor during the performance of Lessor's work. Any other work, changes or improvements made to the leased premises shall be performed after normal work hours with an IRS representative present at the Government's expense in accordance with the terms of this Lease, subject to Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

The Premises are described as follows:

Office and Related Space: 19,702 rentable square feet (RSF), yielding 18,952 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of approximately 1.04 percent, located on the one (1) floor(s) and known as Suite(s) 2, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit 1.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. **Parking:** Eighty (80) surface parking spaces of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and available surface parking spaces shall be in accordance with local codes. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. **Antennae, Satellite Dishes and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease. The landlord currently has an antenna installed at the existing building. If the agency chooses to install a satellite dish, they will submit a plan and proposal to the landlord.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	YEARS 1—5		YEARS 6—10	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$318,665.39	\$16.17	\$361,334.68	\$18.34
Tenant Improvements Rental Rate*	\$34,120.79	\$1.73	-	-
Operating Costs	\$110,348.03	\$5.60	\$110,348.03	\$5.60
Building Specific Security Costs	-	-	-	-
FULL SERVICE RATE	\$463,134.02	\$23.51	\$471,664.56	\$23.94
FREE RENT (MONTHS 1-4 OF YEAR 1)	(\$154,378.07)	\$0.00	-	-

*The Tenant Improvement Allowance of \$143,597.32 is amortized at a rate of 7.00 percent per annum over 5 years.

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease.

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

~~4. All services, utilities (with the exclusion of _____ maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease. The Government shall be responsible for paying the cost of _____ directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub meters are not acceptable. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.~~

~~G. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).~~

1.04 BROKER COMMISSION AND COMMISSION CREDIT (APR 2011)

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practicable.

Notwithstanding the "Rent and Other Considerations" paragraph 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 as indicated in this schedule for adjusted Monthly Rent:

Month 5 Rental Payment \$38,594.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.

Month 6 Rental Payment \$38,594.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Month's Rent.

Month 7 Rental Payment \$38,594.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 7th Month's Rent.

1.05 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
TICS Table Pricing	1	A
Floor Plan and Parking Plan	3	B
GSA Form 3517B General Clauses	33	C
GSA Form 3518 Representations and Certifications	7	D
Seismic Certification	2	E
GSA Form 12000	7	F

1.07 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 30.79% percent. The percentage of occupancy is derived by dividing the total Government space of 19,702 rentable square feet by the total building space of 63,989 rentable square feet. The real estate tax base is \$94,350.42 with the base year being 2013.

1.08 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.60 per rentable sq. ft.

1.09 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$0.798 per ABOA sq. ft. of space vacated by the Government.

1.10 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"
\$75.00 per hour for the entire space.

1.11 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:
Please see Exhibit A - TICS Table