STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

1/6/2012

LEASE NO.

GS-02B-23937

THIS LEASE, made and entered into this date by and between Fort Lee EP LLC c/o The Chetrit Group whose address is 404 5th Ave., 4th Floor New York, NY 10018-7566

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:

35,872 rentable square feet consisting of 31,567 ANSI BOMA office area square feet of office space on the third (3rd) floor of the three-story building known and designated as Fort Lee Executive Park at 2 Executive Drive in Fort Lee, NJ 07024-3303, as shown on the attached demising plan labeled Exhibit "A" to be used for office and related purposes, and one hundred sixty five (165) reserved onsite structured parking spaces located in Garage 2, Concourse 1 for exclusive use of Government employees.

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

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SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE

SI	EE PARAGRAPHS 11-14	OF THE RIDER TO THE	SLEASE
at the rate of \$		per	
		in arrears. Rent for a les	ser period shall be prorated. L
Rent checks shall be made	le payable to:		
4. The Government	nt may terminate this lease	at any time by giving at leas	days notice in writing to
the Lessor and no rent	al-shall accrue after the ef	fective date of termination.	Said notice shall be computed
commencing with the	day after the date of mailin	g. :	
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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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7. The follow	wing are attached and made a part l	nereofi
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IN WITNESS WHE	RROF, the parties hereto have her	cunto subscribed their names as of the date first
and the second		
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DEPOSION OF		
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PRESENCE OF:	AMERICA: GENERAL SERVIC	

Rider to GS-02B-23937

- 7. The following are attached hereto and made a part hereof:
 - a. Lease Rider, Paragraphs 7 through 34;
 - b. Section 1: Summary: Paragraphs 1.2, 1.5, 1.6, 1.11 and 1.12;
 - c. Section 2: Award Factors and Price Evaluation: Paragraph 2.2 and 2.3;
 - d. Section 3: How to Offer and Submittal Requirements: Paragraphs 3.2, 3.3, 3.5, 3.6 and 3.7;
 - e. <u>Section 4</u>: Utilities, Services and Lease Administration: Paragraphs 4.1 through 4.5 and Paragraphs 4.7 through 4.13;
 - f. Section 5: Design, Construction and Other Post Award Activities: Paragraphs 5.1 through 5.14;
 - g. Section 6: General Architecture: Paragraphs 6.1 through 6.12;
 - h. Section 7: Architectural Finishes: Paragraphs 7.1 through 7.14;
 - i. Section 8: Mechanical, Electrical, Plumbing: Paragraphs 8.1 through 8.18;
 - j. Section 9: Fire Protection, Life Safety and Environmental Issues: Paragraphs 9.1 through 9.12;
 - k. Section 10: Lease Security Standards: Paragraphs 10.1 through 10.28;
 - I. Section 11: Special Requirements:

 Space Management Branch: Program of Requirements
 - m. General Clauses GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48;
 - n. Representations & Certifications GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11;
 - o. Demising Plan, Exhibit "A";
- 8. The term of this Lease shall commence upon completion of the alterations to the leased premises by the Lessor and acceptance thereof by the Government as substantially complete, and run for a period of ten (10) years, cancelable at any time after five (5) years with not less than 120 days written notice by the Government to the Lessor. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
- 9. The Lessor agrees to proceed with due diligence to provide all labor and materials necessary to perform all alterations and installations in accordance with this Rider, Sections 1 through 11 of this Lease, its attachments and exhibits, the Government's approved Design Intent Drawings (to be provided) and to provide the space ready for occupancy within 120 working days from the Government's issuance of the Notice to Proceed (NTP) in accordance with Paragraph 5.10 of this Lease. The Lessor shall make every effort to obtain the required building department permits prior to the issuance of the NTP. In the event that the permits are not issued prior to the NTP, the timeframe to construct the space will not begin until said permits are issued.
- 10. The space leased to the Government must contain the required ANSI/BOMA office area square feet (usf) specified in Paragraph 1 of the SF2 of this lease. In no event shall the Government pay for more than 31,567 usf of office space. The actual amount of space occupied by the Government will be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
- 11. The annual rental amount for years 1 through 5 is \$1,118,847.60 per annum (\$93,237.30 per month; \$31.19/rsf; \$35.44/usf) subject to annual operating cost escalations as specified in Paragraph 4.3 of

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this Lease. This annual rent includes the maximum Tenant Improvement Allowance (TIA) of \$1,626,331.84 (\$51.52/usf x 31,567 usf) amortized over years 1-5 (months 1-60) at a rate of 7.5% for a total Tenant Improvement rental of \$391,060.25 per annum (\$10.90/rsf; \$12.39/usf). The shell portion of the annual rental amount for years 1 through 5 is \$589,687.30 per annum (\$16.44/rsf; \$18.68/usf).

The annual rental amount for years 6 through 10 is \$880,298.88 per annum (\$73,358.24 per month; \$24.54/rsf; \$27.89/usf) subject to annual operating cost adjustments as specified in Paragraph 4.3 of this Lease. The shell portion of the annual rental amount for years 6 through 10 is \$742,198.83 (\$20.69/rsf; \$23.51/usf) per annum.

The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:

- a. The General Conditions will not exceed 8% of the total subcontractor's costs.
- b. The General Contractors fee will not exceed 6% of the total subcontractor's costs.
- c. Architectural and Engineering fees will not exceed \$3.41/usf.
- 12. As part of the rental consideration and prior to substantial completion, Lessor shall perform the following repairs to the parking garage:
 - a. repair any damage to the steel framing and metal deck caused by previously repaired water infiltration;
 - b. repair slab on grade spalls at entrance to the garage.
 - c. repair any sealants including expansion joint seals and sealants around the drains, floor control joints, floor cracks and any vertical control joints.
 - d. clean floor drains.

Lessor shall conduct all required maintenance on the parking garage as necessary, including but not limited to the following:

- a. maintain sealants on a regular basis;
- b. clean floor drains on a monthly basis, and more frequently during the fall months to prevent water ponding;
- c. perform annual inspections of the area to identify and correct any problems that may occur.

13.	CB Richard Ellis ("CBRE") is the authorized real estate broker representing the Government is
	connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating leas
	commission of the firm term value of this lease. The total amount of the commission i
	Lessor shall pay the Broker no additional commissions associated with this leas
	transaction. In accordance with Paragraph 2.3, "Broker Commission and Commission Credit", the
	Broker has agreed to forego and of the commission that it is entitled to receive in connection with
	this lease transaction ("Commission Credit"). The Commission Credit is the Lesson
	agrees to pay the Commission less the Commission Credit to the Broker in
	accordance with Paragraph 2.3 of the SFO, "Broker Commission and Commission Credit".

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The shell rental portion of the annual rental payments due and owing under Paragraph 11 of this Rider 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 throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$93,237.30 minus prorated Commission Credit of and equals adjusted First Month's Rent.

Second Month's Rental Payment \$93,237.30 minus prorated Commission Credit of equals adjusted Second Month's Rent.



- 14. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to Fort Lee Executive Park, LLP, c/o Newmark Knight Frank, 125 Park Avenue, New York, NY 10017-5690.
- 15. For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of this Lease, the annual base cost of services for the entire leased space is \$138,100.05, or \$3.85/rsf.
- 16. Electricity is not included in the rental consideration. The Lessor shall provide and install as part of shell rent, separate meters for electricity. Submeters 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.
- 17. For the purpose of tax adjustments in accordance with Paragraph 4.2 of the Lease, the Government will occupy 9.96% of the rentable area of the building.
- 18. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent shall be reduced by \$2.75/usf.
- 19. There is no overtime rate for the premises leased by the Government.
- 20. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved design intent drawings and the construction of the leased premises as required by this Lease including but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.
- 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 the 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."

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- 22. Each employee of the Lessor and/or its contractor(s) 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.
- 23. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.
- 24. 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. In accordance with Paragraph 14 of the General Clauses, the Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government a minimum of 24 hours advance notice if access to the leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.
- 26. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
- 27. If, during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
 - A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - The new owner's employer identification or Social Security Number.
 - A completed "Payment Information Form" SF3881 (Provided to the Lessor by the Government)
 - The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners

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fully and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of that month (or later), in which the transfer of title will be effected, the full contract rental for the month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with the other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as the Contracting Officer receives all documentation.

- 28. The Government shall have 24-hour/7-day access to the leased premises.
- 29. In the event of any conflict or inconsistency between the SFO, the rider and approved construction drawings it is agreed that the rider and the approved construction drawings shall control and govern.
- 30. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is The DUNS number is 051254477. The signatory authority for Lessor is Scott Fairbrother.
- 31. Prior to occupancy and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at http://www.energystar.gov/eslabel.
- 32. <u>INTERRUPTION OF SERVICES OR USE</u>. Interruption or curtailment of any service maintained in the Leased Premises or at the Office Building Area, if caused by excusable delays, shall not entitle the Government to any claim against Lessor or to any abatement in rent, and shall not constitute a constructive or partial eviction, unless Lessor fails to take measures as may be reasonable under the circumstances to promptly restore the service within five (5) business days after receipt of notice from the Government regarding such interruption or curtailment. In no event shall the Government be entitled to claim a constructive eviction from the Premises, unless the Government shall first have notified Lessor in writing of the condition or conditions giving rise thereof, and, if the complaints be justified, unless Lessor shall have failed within thirty (30) days, after receipt of such notice to

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remedy, to commence and proceed with due diligence to remedy such condition or conditions, subject to excusable delays.

- 33. PERSONAL LIABILITY. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that there shall be absolutely no personal liability on the part of Lessor, its partners, its members, its successors, assigns or any mortgagee in possession (for the purposes of this paragraph, collectively referred to as "Lessor"), with respect to any of the terms, covenants and conditions of this Lease, and that the Government shall look solely to the equity of Lessor in the Building for the satisfaction of each and every remedy of the Government in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of liability to be absolute and without any exceptions whatsoever.
- 34. MORTGAGES NOTICE AND OPPORTUNITY TO CURE. Government agrees to give any mortgagees and/or trust deed holders, a copy of any notice of default served upon Lessor, provided that, prior to such notice, the Government has been notified in writing (by way of notice of assignment of rents and leases or otherwise) of the address of such mortgagees and/or trust deed holders. The Government further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then, except in the event of an emergency, the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, or, except in the event of an emergency, if such default cannot be cured within that time, then such additional time as may be necessary, if within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

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