

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 (3<sup>rd</sup>) 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~~

**SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE**

~~3. The Government shall pay the Lessor annual rent of~~

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

**SEE PARAGRAPHS 11-14 OF THE RIDER TO THIS LEASE**

at the rate of \$ \_\_\_\_\_ per

\_\_\_\_\_ in arrears. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

~~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.~~

**SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE**

~~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.~~

**INTENTIONALLY DELETED**

*Am*

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

**INTENTIONALLY DELETED**

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

**SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE**

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

LESSOR:

o LLC, 404 Fif

BY

(S

IN PRESENCE OF:

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

Contracting Officer  
(Official title)

**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. Section 4: 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;
  - l. Section 11: Special Requirements: [REDACTED]  
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

INITIAL:   3  
LESSOR GOVERNMENT









