

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

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

4/2/2012

DATE OF LEASE

LEASE NO.  
GS-02B-23952

**THIS LEASE**, made and entered into this date by and between **SPG Lower Road, LLC** whose address is 100 Front Street, Suite 350, Conshohocken, PA 19428-2889

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:

30,297 rentable square feet (rsf) consisting of 25,990 ANSI BOMA office area square feet of office space on the first (1st) floor of the single-story building known and designated as Seagis at Linden at 1500 Lower Road in Linden, NJ 07036-6524, as shown on the attached demising plan labeled Exhibit "A" hereinafter the "Leased Premises", to be used for office and related purposes, and forty five (45) reserved onsite surface parking spaces 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 11-13 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**



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 above written.

LESSOR

[Redacted Signature]

BY

(Signature)

(Signature)

[Redacted Address]

100 Front St. # 350  
(Address) Conshohocken PA  
19428

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Contracting Officer  
(Official title)

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 32;
  - b. Section 1: Summary: Paragraphs 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 (B&C), 3.6 (B) and 3.7 (B);
  - e. Section 4: Utilities, Services and Lease Administration: Paragraphs 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.10, 4.11, 4.12, and 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 6.13;
  - h. Section 7: Architectural Finishes: Paragraphs 7.1 through 7.15;
  - i. Section 8: Mechanical, Electrical, Plumbing: Paragraphs 8.1 through 8.19;
  - j. Section 9: Fire Protection, Life Safety and Environmental Issues: Paragraphs 9.1 through 9.13;
  - k. Section 10: Lease Security Standards: Paragraphs 10.1 through 10.21;
  - l. Section 11: Special Requirements: Plant Protection and Quarantine, Plant Inspection Station, New Jersey; pages 1 through 52;
  - 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. SFO Amendments 1 & 2;
  - p. Demising Plan, Exhibit "A";
  - q. Parking Plan, Exhibit "B".
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 fifteen (15) years, ten (10) years firm, cancelable in whole or in parts after the tenth year upon 90 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.

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but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.

21. The words "Offeror" or "Successful Offeror" as used in this Lease, shall mean "Lessor". The words "Solicitation," "Solicitation for Offers," or "SFO" as used in this Lease shall mean "this Lease". The words "space offered for Lease" as used in this Lease shall be deemed to mean the "Leased Premises."
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:

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d. Lessor's Project Management fees will not exceed 4% of the total subcontractor's costs.

31. The Lessor is a Limited Liability Company and a small business. The Tax Identification Number is [REDACTED]. The DUNS number is 017879293. The signatory authority for Lessor is Charles Lee.

32. 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](http://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>.

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