

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-02B-23963

**THIS LEASE**, made and entered into this date by and between **Raritan Plaza Associates I LP, a Delaware Limited Partnership** whose address is  
110 Fieldcrest Avenue  
Edison, New Jersey 08837-3626

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:

4,160 rentable square feet (rsf) consisting of 3,541 ANSI BOMA office area ABOA square feet of office space on the seventh (7th) floor of the nine-story building known and designated as 110 Fieldcrest Avenue Edison, New Jersey 08837, as shown on the attached demising plan labeled Exhibit "A" hereinafter the "Leased Premises", to be used for office and related purposes, and one (1) reserved onsite surface parking space for exclusive use of Government employees along with six (6) non reserved parking spaces at no additional cost to the Government.

~~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 11-12 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

Lessor

Government

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

The parties hereto have hereunto subscribed their names and the date first

LESSEE: [Redacted] Associates LP, a Delaware Limited Liability Partnership, managed by MGP, Inc., Manager

BY: [Redacted], Secretary

[Redacted] Diego R. Visceglia, President

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this [Redacted] day of [Redacted] 19[Redacted].

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY: [Redacted] Contracting Officer (Official title)

RIDER TO THE LEASE GS-02B-23963

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 35;
  - 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;
  - d. Section 3: How to Offer and Submittal Requirements: Paragraphs 3.2, 3.3, 3.5 (B&C), 3.6 (B) and 3.7;
  - e. Section 4: Utilities, Services and Lease Administration: Paragraphs 4.1-4.13
  - 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 7.14;
  - 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 10.21;
  - l. Section 11: Special Requirements for Departmental Management (IG): Paragraph 11.1;
  - m. Attachment "A" Special Requirements
  - n. Attachment "B" Security Requirements
  - o. Attachment "C" Fire Protection and Life Safety Evaluation
  - p. General Clauses - GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48;
  - q. Representations & Certifications - GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11;
  - r. 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, five (5) years firm, cancelable in whole or in parts after the fifth year upon sixty (60) 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. Notwithstanding paragraph 5.10 subparagraph F, the Lessor hereby agrees to use "commercially reasonable efforts" to obtain appropriate permits from the municipality in order to deliver the space ready for occupancy upon the Government's Notice to Proceed. The Lessor shall have forty-five (45) working days from the Lessor's receipt of said Permits to construct the Leased Premises ready for occupancy. For purposes of obtaining permit approvals from the

INITIAL: \_\_\_\_\_  
LESSOR                      GOVERNMENT



12. The Government shall pay the annual rent as follows:

For years 1 through 5 of the lease term, a total rental of \$137,633.31 per annum (33.08 per rentable square foot) at a rate of \$11,469.44 per month in arrears as adjusted by operating cost escalations.

For years 6 through 10 of the lease term, a total rental of \$120,640.00 per annum (\$29.00 per rentable square foot) at a rate of \$10,053.33 per month in arrears as adjusted by operating cost escalations.

13. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to Raritan Plaza I Associates LP, a Delaware Limited Partnership, 110 Fieldcrest Avenue, Edison NJ 08837-3626.

14. For the purposes of Operating Cost adjustments, in accordance with Paragraph 4.3 of this Lease, the base rate for operating costs adjustment for the entire leased space is \$33,238.40.

15. Pursuant to paragraph 4.7 of the Lease all services, maintenance and utility costs are included in the rental consideration, including tenant electricity for lights, office machines and related equipment and HVAC. Services, utilities and maintenance shall be provided by the Lessor in accordance with the specifications in this Lease at no additional cost to the Government.

16. Pursuant to Paragraph 4.6 of the Lease "Overtime Usage," upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. to 6:00 p.m. Monday through Friday) and except Federal Holidays ("Normal Hours"), at a rate of \$24.00 per hour per zone . There will be two (2) separate zones provided under this lease.

17. For the purpose of Tax Adjustments, in accordance with Paragraph 4.2 of the Lease, the Government's percentage of occupancy is 1.58% of the rentable area of the building.

18. For the purpose of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent shall be reduced by a rate of \$1.50/ANSI BOMA office area sf.

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

INITIAL: \_\_\_\_\_  
LESSOR                      GOVERNMENT





