

U.S. GOVERNMENT SUB-LEASE FOR REAL PROPERTY  
(Short Form)

1. LEASE NUMBER  
GS-02B-23968

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

~~2. The Government of the United States of America is seeking to lease approximately 2400-2761 usable square feet of office space located at the Newark Liberty International Airport for occupancy not later than 90 days from the notice to proceed for a term of 9 years.~~  
~~3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS~~

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Sub-Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6<sup>th</sup> floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 6 p.m. except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Sub-Lessor shall complete any necessary alterations within 90 days after receipt of approved layout drawings. The Sub-Lessor shall be responsible for obtaining the necessary permits and PANYNJ approval as per the Master Lease at no additional cost to the Government.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Sub-Lessor must update or renew its registration annually. The Government will not process rent payments to Sub-Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Sub-Lessor as part of rent)

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	<input type="checkbox"/> OTHER (Specify below)
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>PER SFO @P</u>		
		<u>3.7</u>		
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> TOILET SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	Space <u>Per SFO @P</u>	
			<u>6.12</u>	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Per SFO @P</u>	Public Areas <u>Per SFO @P</u>	
		<u>3.7</u>	<u>6.12</u>	

6. OTHER REQUIREMENTS

The Sub-Lessor shall furnish to the Government, as part of the rental consideration the following:

(INTENTIONALLY DELETED)

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI-BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPLETED"
  - OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
    - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
    - APPROXIMATELY EQUAL TO PRICE
    - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- (Listed in descending order, unless stated otherwise)

(INTENTIONALLY DELETED)

**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR SUB-LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  339-340 Brewster Road, Newark Liberty International Airport, Newark, NJ, 07114-3717	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 2 <sup>nd</sup> floor	b. ROOM NUMBER(S) N/A
	c. SQ. FT. RENTABLE 3810 ABDA 2761 Common Area Floor 1.38	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE

**B. TERM**

3. To have and to hold, for the term commencing on and continuing through inclusive. The Government may terminate this lease in whole or in part at any time on or after the 5<sup>th</sup> year of the lease, by giving at least 120 days notice in writing to the Sub-Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

(INTENTIONALLY DELETED)

SEE PARAGRAPH THREE (3) OF THE RIDER TO THIS -SUBLEASE

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$200,293.65 (SEE PARAGRAPHS 5 AND 8 OF THE RIDER TO THIS SUB-LEASE)	7. HVAC OVERTIME RATE PER HOUR N/A (SEE PARAGRAPH 18 OF THE RIDER TO THIS SUB-LEASE)	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address) AERO NEWARK LLC 201 WEST STREET, SUITE 200 ANNAPOLIS, MD 21401-3401
6. RATE PER MONTH \$16,691.14		

9a. NAME AND ADDRESS OF SUB-LESSOR (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)

AERO NEWARK LLC  
201 WEST STREET, SUITE 200  
ANNAPOLIS, MD 21401-3401

9b. TELEPHONE NUMBER OF OWNER [REDACTED]	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input checked="" type="checkbox"/> OTHER (Specify) SUB-LESSOR
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11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) [REDACTED]	11b. TITLE OF PERSON SIGNING SENIOR VICE PRESIDENT	11d. DATE 8/9/12
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**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the sub-lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, (d) Master Lease, (e) Port Authority Consent Agreement, (f) [REDACTED] Facilities Standards, and (g) Demised Premises.

(INTENTIONALLY DELETED)

SEE PARAGRAPH ONE (1) OF THE RIDER TO THIS LEASE

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

2a. NAME OF CONTRACTING OFFICER (Type or Print) Stephen Janssen	2b. [REDACTED]	2c. DATE 8/16/12
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Rider to GS-02B-23968

1. The following are attached hereto and made a part hereof:
  - a. Sub-Lease Rider, containing paragraphs 1 through 21;
  - b. Section 1.0, Summary, paragraphs 1.1 through 1.3;
  - c. Section 2.0, How to Offer and Submittal Requirements, paragraph 2.1 through 2.2;
  - d. Section 3.0, Utilities, Services, And Lease Administration, paragraph 3.1 through 3.12
  - e. Section 4.0, Design, Construction, and Other Post Award Activities 4.1 through 4.13;
  - f. Section 5.0, General Architecture, paragraphs 5.1 through 5.12;
  - g. Section 6.0, Architectural Finishes, paragraphs 6.1 through 6.15;
  - h. Section 7.0, Mechanical, Electrical, Plumbing, paragraphs 7.1 through 7.19;
  - i. Section 8.0, Fire Protection, Life Safety, and Environmental Issues, paragraphs 8.1 through 8.11;
  - j. Section 9.0, Lease Security Standards, paragraphs 9.1 through 9.17;
  - k. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
  - l. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11;
  - m. Exhibit "A" [REDACTED] Standards (17 pages).
  - n. Exhibit "B" Demised Premises (1 Page);
  - o. Exhibit "C" PANYNJ Master Lease (Incorporated for reference as amended by the Port Authority Consent Agreement)
2. Wherever the words "Offeror" or "Successful Offeror" or "Lessor" appear in this Lease, they shall be deemed to mean "Sub-Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO", or "Lease" appear in this Lease, they shall be deemed to mean "this Sub-Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "leased premises", "premises" or "Premises", and wherever the word "Lessee" or "Sub-Lessee" is used herein it shall be deemed to mean the "Government".
3. The term of this Sub-Lease shall commence upon execution and run from the Rent Commencement Date until June 30, 2021. The Rent Commencement Date shall occur upon substantial completion of all alterations that will be specified in the construction documents and shall be more particularly set forth by a Supplemental Lease Agreement. The Government may terminate this lease in whole or in part at any time on or after the 5<sup>th</sup> year of the lease, by giving at least 120 days notice in writing to the Sub-Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
4. The Tenant Improvements ("TI") shall include all work necessary to prepare the premises for Tenant's use and occupancy as set forth herein. The Sub-Lessor agrees to contribute a TI Allowance of \$132,461.08 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 5 below. The Sub-Lessor's contribution toward the TI cost will be amortized over the 5-year term of the Sub-Lease together with interest at a rate of 7.00% per annum (\$64,178.86 per annum). If the TI cost exceeds \$132,461.08 then the Government shall have the option to either (i) pay the Sub-Lessor the difference between \$132,461.08 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Sub-Lessor, or (ii) reduce the Tenant Improvement requirements. In the event the TI cost is less than \$132,461.08, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 5 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
5. The Government shall pay the Sub-Lessor annual rent of \$195,685.65 at a rate of \$16,307.14 per month in arrears for years 1 through 5, which includes \$31,474.66 per annum for the amortization of the Sub-Lessor's contribution to the TI cost; and \$182,230.20 per annum at a rate of \$15,185.85 per month for year 6 through June 30, 2021 plus any accrued operating cost escalations.
6. The Government shall not be responsible for payment of the 10% Sub-Lease fee to the PANYNJ described in section 21 of the Master Lease.
7. This Sub-Lease is subject to the master lease ANA-884 between Aero Newark LLC and the PANYNJ, with the following exceptions:

Section 2, N/A to the Government  
Section 4, N/A to the Government  
Section 5, N/A to the Government  
Section 8, N/A to the Government

Section 10, N/A to the Government  
 Section 13, N/A to the Government  
 Section 14, N/A to the Government  
 Section 15, N/A to the Government  
 Section 17, N/A to the Government  
 Section 18, N/A to the Government  
 Section 19, N/A to the Government  
 Section 20, N/A to the Government  
 Section 21, Any assignment must comply with the Assignment of Claims ACT 41 U.S.C 15. See paragraph 6 of the Rider to this Sub-Lease regarding payment of the PANYNJ Sub-Lease fee.  
 Section 22, N/A to the Government as modified by the PANYNJ Consent Agreement  
 Section 23, N/A to the Government  
 Section 24, N/A with Aeroterm LLC, subject to the rights of Sovereign Immunity  
 Section 25, N/A with Aeroterm LLC, Subject to the rights of Sovereign Immunity  
 Section 26, N/A to the Government  
 Section 27, N/A with Aeroterm LLC, Subject to the rights of Sovereign Immunity  
 Section 28, N/A to the Government as modified by the PANYNJ Consent Agreement  
 Section 29, Subject the rights of Sovereign Immunity  
 Section 32, N/A to the Government  
 Section 36, N/A to the Government  
 Section 37, N/A to the Government  
 Section 45, N/A to the Government  
 Section 46, N/A to the Government  
 Section 47, N/A to the Government  
 Section 52, N/A to the Government  
 Section 56, Subject to the rights of Sovereign Immunity  
 Section 58, N/A to the Government  
 Section 59, N/A to the Government

8. This Sub-Lease shall include twelve (12) reserved parking spaces for the Government for official vehicles and employee parking. These twelve (12) parking spaces shall be self-park at a cost of \$32 per space per month, for a total of \$4,608 per annum, which is in addition to the annual rent stated in Paragraph 5 above. All of the parking spaces shall be located in the parking lot adjacent to 339-340 Brewster Road, Newark, NJ, 11432. These twelve (12) parking spaces shall be terminable in whole or in part in accordance with Part II, section B of this Sub-Lease.

Rent for a period of less than one month shall be prorated. Rent shall be made payable to:

AERO NEWARK LLC  
 201 WEST STREET, SUITE 200  
 ANNAPOLIS, MD 21401-3401

9. As part of the annual base rental rate set forth in Paragraph No. 5 above and at no additional cost to the Government, the Sub-Lessor shall provide and/or install any Building Shell modifications required in order to comply with the requirements of SFO Section 1.3 and other paragraphs where Building Shell is specifically designated in the Sub-Lease, including but not limited to:
- Perform the following cost effective energy efficiency and conservation improvement in order to comply with the Energy Independence and Security Act of 2007: Install motion sensor light switches to turn off lights during periods of non-use.
10. HVAC services during Normal Hours, as defined in SFO Section 3.4 of the Sub-Lease, cleaning and maintenance of the premises, and utility costs for the common areas of the Building are included in the rental consideration. Except as otherwise provided herein, services, utilities, HVAC and maintenance shall be provided by the Sub-Lessor in accordance with the specifications in this Sub-Lease at no additional cost to the Government.
11. The Sub-Lessor shall provide services and utilities as part of the rental consideration to the Government in accordance with SFO Section 3.5 entitled "Utilities (AUG 2008)" for electric usage necessary for base building operations and tenant areas.
12. During the development of the design and once the mechanical systems have been clearly defined, asbestos and lead surveys may be required at the Sub-Lessor's sole expense. If areas of the space are found to have lead or asbestos, the Sub-Lessor agrees to abate such hazardous materials at its sole cost.

13. Each employee of the Sub-Lessor and/or its contractor(s) employed in connection with the operation of the Building 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.
14. The Sub-Lessor shall not be reimbursed for, nor shall the Sub-Lessor be obligated to provide, any services not expressly provided for in the Sub-Lease including, but not limited to, repairs and alterations, nor will any rent be paid for occupancy in whole or in part except for the Sub-Lease term specified in this Sub-Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
15. Given the Sub-Lessor is not subject to Real Estate Taxes, Real Estate Tax adjustments shall not apply to this Sub-Lease for the Government's proportionate share of the building.
16. This Sub-Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration. The Sub-Lessor and Government acknowledge that this Sub-Lease shall not be effective unless and until the Port Authority of New York and New Jersey approves of this Sub-Lease and the PANYNJ Consent Agreement is executed by the PANYNJ and Sub-Lessor, and approved by an authorized official of the General Services Administration.
17. The Sub-Lessor shall not enter into negotiations concerning the space sub-leased or to be sub-leased with representatives of Federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
18. In accordance with paragraph 3.6 "Overtime Usage" of the SFO portion of this Sub-Lease, there shall be no cost for overtime electricity and no additional cost for areas requiring 24 hours HVAC.
19. If any term or provision of the Sub-Lease of application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Sub-Lease or the application thereof of such term or provision to persons or circumstances other than those as which it is held invalid or unenforceable shall not be effected thereby and each term and provision of this Sub-Lease shall be valid and enforceable to the fullest extent permitted by law.
20. The parties hereto acknowledge and agree that nothing contained in this Agreement shall be construed as a waiver of the Government's rights as a sovereign. Further, nothing contained herein shall be construed as a waiver of the Government's rights to eminent domain.
21. To the extent of any inconsistency between the terms of the Rider and those of this Sub-Lease's attachments, the terms and provisions in this Rider shall govern and control.