

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

1. LEASE NUMBER  
GS-02P-LNY00157

**PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)**

**NOTE: All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 6NY0717, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.**

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

1. NAME AND ADDRESS OF BUILDING	2. LOCATION(S) IN BUILDING		
507 W 22nd Street, New York, NY 10011 - 75 Spaces	2a. FLOOR(S) <u>N/A</u>	2b. ROOM NUMBER(S) <u>N/A</u>	2e. NUMBER OF PARKING SPACES OFFERED STRUCTURED <u>N/A</u>
	2c. SQ. FT. RENTABLE <u>N/A</u> ABOA <u>N/A</u> Common Area Factor <u>N/A</u>	2d. TYPE <input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) Parking (Valet Service)	SURFACE <u>100</u> ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED <u>N/A / space</u> SURFACE <u>    / space</u>
161 10 <sup>th</sup> Avenue, New York, NY 10011 - 25 Spaces			

**B. TERM**

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 3 Years, 1 Year Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be May 1, 2017.

3b. This Lease may be renewed at the option of the Government for a term of 1 YEAR at the rental rate(s) set forth below, provided notice is given to the Lessor at least 90 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**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. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT	5b. RATE PER MONTH		
\$618,000	\$51,500		
RENTAL RATE BREAKDOWN	FIRM TERM 5/1/2017-4/30/2018 (\$/YEAR)	NON-FIRM TERM 5/1/2018-4/30/2019 (\$/YEAR)	NON-FIRM TERM 5/1/2019-4/30/2020 (\$/YEAR)
6. PARKING RENT	6a. <u>\$618,000.00</u>	6b. <u>\$636,540.00</u>	6c. <u>\$655,636.20</u>
7. OPERATING RENT	7a. <u>\$N/A</u>	7b. <u>N/A</u>	7b. <u>N/A</u>
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. <u>\$N/A</u>	8b. <u>N/A</u>	8c. <u>N/A</u>
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. <u>\$N/A</u>	9b. <u>N/A</u>	9c. <u>N/A</u>
10. TOTAL RENT	10a. <u>\$618,000.00</u>	10b. <u>\$636,540.00</u>	10c. <u>\$655,636.20</u>
11. TENANT IMPROVEMENT COSTS <u>N/A</u>	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS <u>N/A</u>		
13. HVAC OVERTIME RATE PER HOUR <u>N/A</u>	14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) <u>N/A</u>		

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name Edison NY Parking, LLC. DBA Edison ParkFast		15b. DUNS Number 079760576	
15c. Address 520 8th Avenue, 19th Floor	15d. City New York	15e. State NY	15f. ZIP + 4 10018-4169

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY  
 OWNER  AUTHORIZED AGENT  OTHER (Specify)

18. OFFEROR  Check if same as Recorded Owner

18a. NAME Michael Guarnieri Edison NY Parking, LLC. DBA Edison ParkFast	18b. ADDRESS 520 8th Avenue, 19th Floor	18c. CITY New York	18d. STATE NY	18e. ZIP + 4 10018-4169
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18f. Title Regional Vice President	18g. E-mail address [REDACTED]	18h. Telephone Number [REDACTED]
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18i. OFFEROR'S SIGNATURE [REDACTED]	18j. DATE SIGNED 2-24-17
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PART II - AWARD (To be completed by Government)

1. This lease has an option year from 5/1/2020 - 4/30/2021 at an annual rent of \$675,305.29.
2. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626 U.S. Government Lease for Real Property, (b) Supplemental Lease Requirements, (c) GSA Form 3517A General Clauses, and (d) GSA Form 3518 Representations and Certifications.

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

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) Eduardo Vidal	3b. SIGNATURE OF LEASE CONTRACTING OFFICER [REDACTED]	3c. DATE 3/19/17
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## SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. **Common Area Factor (CAF).** The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$ . For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. **Rentable Space or Rentable Square Feet (RSF).** Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .

C. **Space.** The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

~~D. **Office Area.** For the purposes of this Lease, Space shall be measured in accordance with the standard (Z66.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.~~

### 1.02 PUBLIC TRANSPORTATION (SMALL) (SEP 2015) - PARAGRAPH INTENTIONALLY DELETED

~~Public transportation (for example commuter rail, light rail, buses, or subway station) shall be located within the immediate vicinity of the Building, but generally not exceeding XX, as determined by the LCO.~~

### 1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

### 1.04 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

### 1.05 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

### 1.06 NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

**1.07 ASBESTOS (SMALL) (SEP 2015)**

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. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

LESSOR:  GOVERNMENT: 