

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

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

SEP 22 1992

LEASE NO.

GS-02B-22680

BNY7013

THIS LEASE, made and entered into this date by and between 1133 Buildings Corp.

whose address is 1133 Avenue of the Americas - 32nd Floor  
New York, New York 10036

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 considerations hereinafter mentioned,  
covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately one hundred sixty-four thousand five hundred twenty-eight (164,528) net usable square feet of office, storage and special purpose space comprised of the entire second through fifth and seventh through tenth floors of the building known and designated as 1133 Avenue of the Americas, New York, New York 10036, as shown on the attached floor plans labeled Exhibits "A", "B", "C", "D", "E", plus two (2) designated parking spaces on the street level of the building's garage of sufficient size to park two (2) Government vans

to be used for office space, storage, parking, data processing, employee health unit and other related purposes of the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term

beginning on \_\_\_\_\_ through SEE RIDER, PARAGRAPH 10

subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$8,344,860.16 at the rate of \$695,405.01 per month in arrears. Rent for a lesser period shall be prorated.

Rent checks shall be made payable to:

1133 Buildings Corp.  
1133 Avenue of the Americas - 32nd Floor  
New York, New York 10036

~~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.~~

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 terms 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.~~

Government 

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

- a. All renovations to the leased premises as set forth in Paragraph 9 of the Rider to this lease and including all of the architectural, mechanical, sanitary and electrical systems and features set forth in the Solicitation for Offers Section of this lease, including the Special Requirements Section thereof, but excluding those items specifically designated as reimbursable therein.
- b. All services and utilities, including HVAC, as set forth in the Solicitation for Offers (SFO) Section of this lease except for electricity for lighting the leased premises and power for all business and related equipment used within the leased premises during the hours of 7:00am - 6:00pm, Monday through Friday, but excluding Federal holidays.
- c. Use of the loading dock and bays and freight elevator on a non-exclusive basis by giving prior notice to the Lessor's building manager.
- d. The right of 24 hour ingress and egress 7 days per week and key retention by the Government for the 2 designated parking spaces.
- e. Exclusive use of the 4 low-rise passenger elevators comprising "Bank A"; and elevator car No. 22, which the Lessor shall reconfigure to have 2 openings on the second (2nd) floor. This car shall be programmed to serve only the lobby and the second floor unless the Government directs otherwise.
- f. Two (2) escalators and 1 stair leading from the Government's private lobby to the Second floor, as more particularly shown on the floor plan labeled Exhibit "A" annexed hereto and made a part hereof.
- g. An exclusive lobby entrance and street identification, known as <sup>110</sup> ~~100~~ West 44th Street, New York, New York, as more particularly shown on the floor plan labeled Exhibit "A" and on the annexed rendering labeled Exhibit "X", both of which are annexed hereto and made a part hereto.

CONTINUED ON ATTACHED PAGE(s)

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

CONTINUED ON ATTACHED PAGE(s)

8. The following changes were made in this lease prior to its execution:

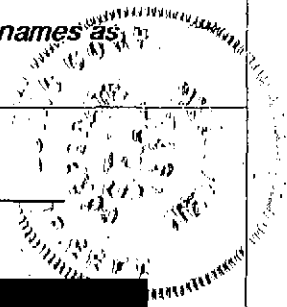
CONTINUED ON ATTACHED PAGE(s)

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

Lessor: 1133

[Redacted Signature]

(Signature)



IN PRESENCE OF:

[Redacted Signature]

(Signature)

[Redacted Address]

(Address)

UNITED

[Redacted Contracting Officer Name]

Contracting Officer  
(Official Title)