

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

March 26, 2010

LEASE NO.

GS-02B-23750; Bldg. NY6443ZZ

THIS SUBLEASE, made and entered into this date by and between AMB PROPERTY CORP.

Whose address is AMB CARGO CENTER #77, EASTERN ROAD
JFK INTERNATIONAL AIRPORT
JAMAICA, NY 11430-1804

and whose interest in the property hereinafter described is that of **SUBLESSOR**

hereinafter called the Sublessor, 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 Sublessor hereby subleases to the Government the following described premises:

Approximately 8,107 rentable square feet (RSF) of office and related space, which yields 6,756 ANSI/BOMA Office Area square feet (ABOASF) of space comprised of Suites 211, 239, and 213 on the second floor of the building known as the Halmar Cargo Building, Building No. 75, Jamaica, NY to be used for such purposes as determined by the Government. Included in the rent at no additional cost to the Government are fourteen (14) designated on-site parking spaces with unimpeded right of ingress and egress, for exclusive use of Government vehicles.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term of this sublease, commencing upon the completion of the subleased premises by the Sublessor, and acceptance thereof by the Government as Substantially Completed as set forth in the General Clauses, GSA Form 3517B, Paragraph 1, and including but not limited to the Construction Drawings provided in compliance with Paragraph 3.10 of the SFO section of this sublease, and run through June 30, 2013, without termination rights. Upon receipt of a signed lease between the Sublessor and the Port Authority of New York and New Jersey extending the term of the prime lease through December 31, 2025, this sublease may be renewed at the option of the Government for a period of ten (10) years from its commencement date, subject to termination rights as set forth in Paragraph 3 of the SF-2 section of this Sublease, at the same annual rental rate as specified in Paragraph 2 of the SF-2 section of this Sublease. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement. Sublease GS-02B-23153 shall terminate on the day immediately preceding the effective date of this sublease.

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

LESSOR

AMB PROPERTY

BY

IN PRESENCE

Stephen Luedtke, SVP

(Title)

UNITED STATES OF AMERICA

BY

Contracting Officer, General Services Administration

(Official Title)

2. The Government shall pay the Lessor annual rent as follows:

From lease commencement through June 30, 2013, annual rent of \$428,004.21 (\$52.79 per RSF and \$63.35 per ABOASF) at the rate of \$35,667.01 per month in arrears.

From July 1, 2013 for the remainder of the lease term, annual rent of \$410,133.13 (\$50.59 per RSF and \$60.70 per ABOASF) at the rate of \$34,177.76 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

AMB CARGO CENTER #77, EASTERN ROAD
JFK INTERNATIONAL AIRPORT
JAMAICA, NY 11430-1804

3. The Government may terminate this sublease at any time after the fifth (5th) year by giving at least one hundred and eighty (180) 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.

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

A. Facilities, services, supplies, utilities, and maintenance in accordance with the SFO Section of this Sublease.

B. All Tenant Improvements (TI) in accordance with the standards set forth in the SFO Section of this Sublease, and the Government-provided Design Intent Drawings (DIDs).

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

A. Rider to Sublease GS-02B-23750: paragraphs 6 through 24

B. SFO Section: paragraphs 1.0 through 8.22

C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])

D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])

E. Prime Lease AYB-622

F. Assignment of Lease AYB-622

G. Floor Plan of the Demised Premises

H. Design Intent Drawing/Wall-Type Diagrams [REDACTED] Special Requirements

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

LESSOR

AMB PROPERTY [REDACTED]

BY [REDACTED]

IN PRESENCE OF [REDACTED]

(Signature)

Stephen Luedtke, SVP
(Title)

UNITED STATES

BY [REDACTED]

(Signature)

Contracting Officer, General Services Administration

(Official Title)

INITIALS: *SL* & *MW*

LESSOR

GOVT

Rider to Sublease GS-02B-23750

6. The Sublessor agrees to contribute an allowance for tenant improvements (TI) in the total amount of \$104,900.33 (1,730 ABOASF x \$60.636030 per ABOASF for Suite 213). Such contribution has been included as part of the rental consideration set forth in SF-2 Paragraph 2. This amount shall be amortized into the rent from sublease commencement through June 30, 2013, at an interest rate of 7%. The total annual cost of tenant improvements for the amortization period shall be \$38,868.21. This annual cost assumes an estimated sublease commencement date of June 30, 2010. The sublease commencement date, actual amortization period, and actual total annual cost of tenant improvements shall be more specifically set forth in a Supplemental Lease Agreement

If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rental from sublease commencement through June 30, 2013, at an interest rate of 7% and such adjusted amount shall constitute the annual tenant improvement rental.

If the actual cost of constructing the tenant improvements exceeds \$104,900.33, then the Government shall have the option to either (i) pay the Sublessor the difference between \$104,900.33 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 Sublessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above or (iii) reduce the tenant improvement requirements.

Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Sublease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. Such additional payment or rental reduction, if applicable, will be more specifically set forth in a Supplemental Lease Agreement.

7. New carpeting and painting for Suites 211 and 239 shall be provided to match the finishes of Suite 213 as part of the rental consideration.
8. In addition to the TI, the Sublessor shall provide separate Men's and Women's restrooms within the common area that are fully compliant with Architectural Barriers Act Accessibility Standard (ABAAS) requirements at no cost to the Government.
9. Section 4.0 of the SFO Section of this sublease entitled *General Architecture*, shall only apply to Suite 213, with the exception of SFO paragraph 4.1 entitled *Accessibility*, which shall apply to the entire subleased premises.
10. The parties acknowledge that the building is not subject to Real Estate Taxation. Should the building become subject to taxation during the term of the lease, then the percentage of Government occupancy, base year, and block and lot number(s) for this lease will be established in a Supplemental Lease Agreement, and the lease will be thereupon subject to tax adjustments in accordance with SFO paragraph 2.2 entitled *Tax Adjustment*.
11. In accordance with SFO paragraph 2.3 entitled *Operating Costs*, the base cost of services is established as \$4.84/RSF (\$39,237.88/annum).
12. In accordance with SFO paragraph 2.1 entitled *Measurement of Space*, the Common Area Factor is established as 20% (8,107 RSF/ 6,756 ABOASF).
13. In accordance with SFO paragraph 2.4 entitled *Adjustment for Vacant Premises*, the rental reduction shall be at the rate of \$2.20/ABOASF.
14. The Sublessor, as part of the rental consideration, shall provide heat, ventilation, and air-conditioning (HVAC) service as appropriate to the season, as well as hot and cold running water to the demised premises on a 24 hour per day, seven day per week basis. Separate electric meters will be installed by the Sublessor at no additional cost or expense to the Government, pursuant to SFO paragraph 2.7 entitled *Utilities Separate from*

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MW

LESSOR

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Rental/Building Operating Plan. The Government will pay for the cost of electricity for air-conditioning, lights and office machines directly to the Port Authority.

15. The overtime rate for heat during the heating season shall be \$3.50 per hour for the entire space. The overtime rate for air conditioning during the cooling season is \$4.50 per hour for the entire space.
16. Whenever the words "Offeror," "Successful Offeror," or "Lessor" appear in the Sublease, they shall be deemed to mean "Sublessor"; wherever the words "solicitation", "Solicitation for Offers" or "SFO" appear in this Sublease, they shall be deemed to mean this "Sublease"; wherever the words "space offered for lease" appear in the Sublease, they shall be deemed to mean "subleased space" or "premises"; and wherever the word "Sublessee" is used in herein, it shall be deemed to mean the "Government".
17. This Sublease is subject to the prime lease AYB-622 between AMB Property Corp. (formerly Halmar Construction Corp./Halmar Contracting, Inc.), and the Port Authority of New York and New Jersey, with the following exceptions:
 - Section 2, N/A to the Government
 - Section 7, N/A to the Government
 - Section 9, N/A to the Government
 - Section 12, N/A to the Government
 - Section 13, N/A to the Government
 - Section 14, N/A to the Government
 - Section 17, N/A to the Government
 - Section 19, N/A to the Government as modified by the Port Authority's Consent Agreement
 - Section 20, Any assignment must comply with the Assignment of Claims Act 41 U.S.C. 15.
 - Section 21, N/A to the Government
 - Section 23, N/A to the Government
 - Section 24, N/A with Halmar, subject to rights of Sovereign Immunity
 - Section 25, N/A with Halmar, subject to rights of Sovereign Immunity
 - Section 26, N/A to the Government
 - Section 27, N/A with Halmar, subject to rights of Sovereign Immunity
 - Section 28, N/A to the Government
 - Section 29, N/A with Halmar as modified by the Port Authority's Consent Agreement
 - Section 30, N/A with Halmar, subject to rights of Sovereign Immunity
 - Section 33, N/A to the Government
 - Section 39, N/A to the Government
 - Section 40, N/A to the Government
 - Section 41, N/A to the Government
 - Section 44, N/A to the Government
 - Section 45, N/A to the Government
 - Section 46, Applicable to the Government as modified by the Port Authority's Consent Agreement
 - Section 51, N/A to the Government
 - Section 52, N/A to the Government
 - Section 53, N/A to the Government
 - Section 54, N/A to the Government
18. Nothing contained herein shall be construed as a waiver of any rights that the Government may have as sovereign.
19. The Government shall not be required to obtain approval from the Port Authority of New York and New Jersey to enter into a Supplemental Lease Agreement with the Sublessor which establishes the commencement date of the sublease nor to exercise its rights under the General Clauses of this sublease, where the Government's requirements are established by statute.
20. The Sublessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs, maintenance, alterations, and overtime services, 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 U.S. General Services Administration.