

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

3/21/2011

LEASE NO.
GS-02B-23810

BUILDING NO :
NY7288

THIS LEASE, made and entered into this date by and between FOREST CITY BRIDGE STREET ASSOCIATES, L.P.

whose address is: c/o Forest City Ratner Companies, LLC, 1 MetroTech Center, 23rd Floor, Brooklyn, NY 11201,

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:

119,629 rentable square feet ("RSF") yielding 86,551 ANSI/BOMA office area square feet ("USF"), with 8,000 USF offered on the partial ground floor ("Ground Floor Space"), 44,585 USF offered on the entire sixth floor ("Sixth Floor Space") and 33,966 USF offered on the partial seventh floor in addition to the balance of the seventh floor in the amount of 3,900 USF offered to the Government at no additional cost such that the Government shall occupy the entire seventh floor ("Seventh Floor Space") of the building known and designated as **2 MetroTech Center, 100 Myrtle Avenue, Brooklyn, NY 11201** ("Building") as shown on the demising plan labeled Exhibit "A" attached hereto and made a part hereof. The entrance door to the Ground Floor Space shall be located within the area indicated on Exhibit "D", annexed hereto and made a part hereof. This lease also includes thirty-seven (37) parking spaces, ten (10) of which are included at no additional cost to the Government as shown on Exhibit "C" attached hereto and made a part hereof.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on _____ through _____, ~~subject to termination and renewal rights as may be hereinafter set forth.~~

SEE PARAGRAPH 10 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of

\$ _____

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE

~~4. The Government may terminate this lease in whole or in part at any time.~~

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

6. Lease terms contained in Rider to Lease No. GS-02B-23810 attached hereto and made a part hereof shall be incorporated as if set forth herein.

SEE ATTACHED RIDER

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

SIGNATURE PAGE FOLLOWS

LESSOR FOREST CITY BRIDGE STREET ASSOCIATES, L.P.

By: RRG S.I.A.C. Associates, L.P.

By: RRG S.I.A.C., Inc.

BY

(Signature)

David L. Berliner
Senior Vice President

(Title)

IN PRE

1 Metrotech Center, 23rd Fl.
Brooklyn, NY 11201

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

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RIDER TO LEASE NO: GS-02B-23810

7. The following are attached and made a part hereof:
- a) Rider To Lease, containing Paragraphs 7 through 25 (pages 3 through 5);
 - b) Solicitation for Offers (SFO) 9NY2524 as attached (pages 6 through 61);
 - c) General Clauses, GSA Form 3517B, paragraphs 1 through 48 as attached (pages 62 through 90);
 - d) Representations and Certifications, GSA Form 3518, paragraphs 1 through 11 (pages 91 through 96);
 - e) Exhibit "A", Floor plans highlighting the demised premises (pages 97 through 99);
 - f) Exhibit "B", [REDACTED] Brooklyn, NY Space Program (pages 100 through 138);
 - g) Exhibit "C", Parking Plan for the Dedicated/Self-Park Spaces (pages 138 through 140);
 - h) Exhibit "D", Location of Entry Doorway (page 141).
8. Wherever the words "Offeror" or "Successful Offeror" appear in the lease they shall be deemed to mean "Lessor". Wherever the words "Solicitation", "Solicitation for Offers" or "SFO" appear in this lease they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this lease they shall be deemed to mean the "leased premises", "demised premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.
9. The Lessor shall construct the Premises so as to deliver it in accordance with all of the requirements of this lease, ready for occupancy by the Government, no later than one hundred forty (140) business days after receiving the Tenant Improvement ("TI") Notice to Proceed ("NTP") from the Government, plus the number of days during which there are any Excusable Delays, which shall include delays due to long lead time items, complex installations and/or delays due to local governmental review, approval, and/or permitting and/or approval of the TI ("Delays In Delivery"). Lessor will endeavor to provide occupancy of the Ground Floor Space by January 1, 2012, plus the number of days during which there are any Excusable Delays and/or Delays In Delivery.
10. The term of this Lease shall commence upon substantial completion of all alterations specified in this Lease to be performed by Lessor for the Government's initial occupancy and acceptance of the Ground Floor Space, the Sixth Floor Space and the Seventh Floor Space by the Government in accordance with SFO Section 5.9.G.1 (the "Substantial Completion Date") and shall run for a period of ten (10) years, five (5) years firm. The Government has the right to cancel the lease anytime after the fifth year upon 180 days written notification. The Commencement Date of the Lease shall be more particularly set forth in a Supplemental Lease Agreement ("SLA") to this lease.
11. The Lessor shall contribute a TI Allowance of \$46.64 per USF or \$4,036,738.64 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor's contribution toward the TI cost shall be amortized over the 5-year firm term of the lease at an interest rate of 5% per annum (\$7.64 per RSF per annum). If the TI cost exceeds the TI Allowance of \$4,036,738.64, then the Government shall pay the Lessor the difference between the above amount and the total TI cost in a one-time lump sum payment upon substantial completion of the TI and acceptance thereof by the Government in accordance with SFO Section 5.9.G.1 and subsequent to the submission of a proper invoice by the Lessor. In the event the TI cost is less than the above amount, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 13 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in an SLA.
12. This lease shall include thirty-seven (37) parking spaces for the Government for official vehicles and employee parking. Twenty seven (27) of these spaces shall be self-park at a cost of \$700 per space per month, for a total of \$226,800 per annum, which is included in the total annual rent in Paragraph 13, and represented in Exhibit "C" of this Lease ("Dedicated/Self Park Spaces"). Ten (10) of these spaces shall be valet parking at no additional cost to the Government ("Free Parking Spaces"). All of the parking spaces shall be located in the garage at the Building. The Dedicated/Self Park Spaces shall have keycard access to the garage 24 hours a day, seven days a week. The Free Parking Spaces shall be valet parked by the parking attendants of the third party operator who operates the garage on behalf of the Lessor during normal garage hours. The garage will be attended from 7:00 AM to 11:00 PM on business days. CCTV cameras shall be maintained and operated throughout the garage with a real-time feed to the Building lobby, where they shall be monitored 24 hours a day, seven days a week.
13. The Government shall pay the Lessor annual rental as follows:
- A. Upon substantial completion and acceptance of the TIs for the Ground Floor Space pursuant to **SFO Section 5.9 G** the Government shall remit an annual rental of \$23.55 per RSF for a total of \$259,992.00 at a rate of \$21,666.00 per month in arrears. Such an amount does not include the amortization of TIs or parking costs for the twenty-seven (27) Dedicated/Self-Park Spaces which shall not commence until the Substantial Completion Date. The ten (10) Free Parking Spaces shall be available for use upon occupancy of the Ground Floor Space.

rental payments after the Substantial Completion Date and continue as indicated in this schedule for adjusted Monthly Rent:

First month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent;

Second month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent;

Third month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent;

Fourth month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent;

Fifth month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED]53 adjusted fifth month's rent;

Sixth month's rental payment of \$329,919.95, of which \$78,011.06 is shell rent (less taxes), minus Commission Credit of [REDACTED] equals [REDACTED] adjusted sixth month's rent;

22. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.
23. This Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and the Lessor.
24. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the 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 Lease shall be valid and enforceable to the fullest extent permitted by law.
25. To the extent of any inconsistency between the terms of this Rider and any of the attachments, the terms of this Rider and approved construction drawings shall govern.
26. Prior to occupancy and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the Lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing". However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star web site at <http://www.energystar.gov/eslabel>.

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1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (USF) are used interchangeably throughout this SFO and its attachments.
- B. As part of this space requirement, the Government will require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO. Roof antenna shall comply with local laws and paragraph 10.08 of the ground lease. Lessor shall have the right to review plans and to designate and approve final location of the antenna, approval of which shall not be unreasonably withheld.
- C. Approximately 300 square feet of the ANSI/BOMA Office Area space required above will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

The Government will not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist. During the term of the lease, the Lessor may not establish any vending facilities within the leased space that will compete with the Randolph-Sheppard vending facilities.

1.2 ACCESS AND APPURTENANT AREAS (AUG 2008)

The non-exclusive right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See the Lease Security Standards section of this SFO for additional information.

1.3 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

1.4 OCCUPANCY DATE (AUG 2008)

SEE RIDER PARAGRAPH 9.

1.5 BUILDING SHELL REQUIREMENTS (AUG 2008)

A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

- 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
- 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
- 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
- 4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
- 5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
- 6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
- 7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 6 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

1.6 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: [HTTP://WWW.ARNET.GOV/FAR/](http://WWW.ARNET.GOV/FAR/)

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility