

SN40219

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE MARCH 8, 2011 LEASE NO. GS-02B-23833 B/N NY7080

THIS LEASE, made and entered into this date by and between 195 Montague LP
whose address is 1481 47th Street
Brooklyn, New York, 11219

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:

30,000 rentable square feet (rsf) / 25,892 ANSI BOMA office area square feet (usf) of office and related space located on the entire sixth floor (12,946 USF) and entire seventh floor (12,946 USF) of the building known and designated as 195 Montague Street, Brooklyn, New York 11201 as shown on the demising plans labeled Exhibit "A1" and "A2" attached hereto and made a part hereof, to be used for office and related purposes.

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

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE

~~through _____, subject to termination and renewal rights as may be hereinafter set forth.~~

~~3. The Government shall pay the Lessor annual rent of~~

~~\$ _____~~

SEE PARAGRAPHS 11 and 12 OF THE RIDER TO THIS LEASE

~~at the rate of \$ _____ per _____ in arrears.~~

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

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE

~~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.~~

INTENTIONALLY DELETED

~~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 term 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.~~

INTENTIONALLY DELETED

INITIALS: al & (S)
LESSOR & GOVERNMENT

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

INTENTIONALLY DELETED

7. The following are attached and made a part hereof:
The General Provisions and Instructions (Standard Form 2 - A _____ edition).

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE

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

LESSOR 105 Montague L.P.

BY _____ (Signature)

IN PRESENCE OF _____ (Address)

UNITED STATES GOVERNMENT FEDERAL AVIATION ADMINISTRATION

BY _____ Contracting Officer (Official title)

STANDARD FORM NO. 2-A
FEBRUARY 1965 EDITION

INITIALS: _____ & _____
LESSOR GOVERNMENT

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 33,
 - b. Section 1: Summary, Paragraphs 1.10 & 1.11
 - c. Section 2: Award Factors and Price Evaluation, Paragraphs 2.2 & 2.3
 - d. Section 3: How to Offer and Submittal Requirements, Paragraphs 3.2, 3.3, 3.5 through 3.7
 - e. Section 4: Utilities, Services and Lease Administration, Paragraphs 4.1 through 4.12
 - f. Section 5: Design, Construction, and Other Post Award Activities, Paragraphs 5.1 through 5.15
 - g. Section 6: General Architecture, Paragraphs 6.1 through 6.10
 - h. Section 7: Architectural Finishes, Paragraphs 7.1 through 7.13
 - i. Section 8: Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.19,
 - j. Section 9: Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12
 - k. Section 10: Lease Security Standards, Paragraphs 10.1 through 10.18,
 - l. Sections 11 & 12: Special Requirements: Paragraphs 11.1 through 11.5, Unique Requirements: Section 12 and Attachments A through D,
 - m. General Clauses - GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48,
 - n. Representations & Certifications - GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11,
 - o. Floor Plans, Exhibits "A1" & "A2",
 - p. Design Intent Drawing, Exhibit "B" (*to be provided*),
 - q. The Smith Group Drawings, Exhibit "C" (*to be provided*)
 - r. Entrance and Lobby layout, Exhibit "D".
8. The term of this Lease shall commence upon completion of the alterations to the leased premises by the Lessor and acceptance thereof by the Government as substantially complete and run for a period of ten (10) years firm term thereafter. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
9. The Lessor agrees to proceed with due diligence to provide all labor and materials necessary to perform all alterations and installations in accordance with this rider, Sections 1 through 12 of this lease, its attachments, the Government's approved design intent drawings and the Government's electrical and data cabling plan and specifications (also known as "The Smith Group Drawings") (to be provided by the Government) and to deliver the space ready for occupancy within 100 working days from the Government's issuance of the Notice to Proceed (NTP) in accordance with Paragraph 5.11 of this Lease.
10. The space leased to the Government must contain the required ANSI/BOMA office area square feet (usf) specified in Paragraph 1 of the SF2 of this lease. In no event shall the Government pay for more than 25,892 usf of office space.

11. The annual rental amount for years 1 through 10 is \$1,308,681.27 per annum (\$109,056.77 per month) (\$43.62rsf / \$50.54usf) subject to annual operating cost escalations as specified in Paragraph 4.3 of this Lease. This annual rent includes the maximum tenant improvement allowance (TIA) of \$1,449,175.24 amortized over years 1 through 10 at a rate of 8.00% for a total tenant improvement rental of \$210,989.93 (\$7.03rsf/\$8.15usf) per annum. The shell rental portion of the annual rental amount for years 1 through 10 is \$856,118.98 per annum (\$71,343.25 per month) (\$28.54rsf / \$33.07usf).
12. Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.3, "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 11 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$109,056.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$109,056.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Third Month's Rental Payment \$109,056.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Fourth Month's Rental Payment \$109,056.77 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

13. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to 195 Montague LP, 1481 47th Street, Brooklyn, NY 11219.
14. For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of this Lease, the annual base cost of services is \$241,572.36 (\$8.05rsf / \$9.33usf) which includes the cost of utilities.
15. For the purposes of tax adjustments in accordance with Paragraph 4.2 of this Lease, the Government's percentage of occupancy is 13% of the building.
16. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the annual rent shall be reduced by \$2.59/rsf / \$3.00/usf.
17. In accordance with Paragraph 4.6, 'Overtime Usage', of this Lease, the overtime rate for HVAC beyond the building hours of 8:00am-6:00pm Monday -Friday and 8:00am-1:00pm Saturday shall be \$150.00 per hour for the entire leased space for years 1-10 of this Lease. This amount is in addition to the annual base cost of services as stated above in Paragraph 14. There shall be no charge for overtime electricity for lights and office machines. There shall be no overtime charges for rooms requiring 24/7 HVAC.
18. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved design intent drawings and the construction of the leased premises as required by this Lease including but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.
19. As part of the rental consideration, the Lessor shall provide a separate building entrance, corridor and elevator lobby on the ground floor of the building, accessible from the Pierrepont Street side of the building for use by the Government's and its visitors. The entrance, corridor and elevator lobby shall be consistent with the building standards of the main lobby of the building and be consistent with the layout shown in Exhibit "D" to the Lease. This building entrance, corridor and elevator lobby shall meet all requirements set forth in this lease including but not limited to ABAAS and fire/safety standards. The final entrance, corridor and lobby design shall be subject to Government approval, which shall not be unreasonably withheld.
20. 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>.

21. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in the 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 "Leased Premises."
22. Each employee of the Lessor and/or its contractor(s) 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.
23. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.
24. Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, 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 General Services Administration.
25. In accordance with Paragraph 14 of the General Clauses, the Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government a minimum of 24 hours advance notice if access to the leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.
26. The Lessor shall install and maintain 10 lbs. ABC multipurpose fire extinguishers throughout the leased premises at such locations that the maximum traveled distance between extinguishers is fifty (50) feet. A sign shall be placed above the extinguisher so its location is apparent from a distance. The Lessor shall insure that the leased premises comply with all applicable fire and safety provisions.

27. The Government shall have 24-hour/7-day access to the leased premises.
28. In the event of any conflict or inconsistency between the SFO, the rider and approved construction drawings it is agreed that the rider and the approved construction drawings shall control and govern.
29. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
30. The Lessor shall provide and install drinking fountains adjacent to the public and employee toilet rooms, all of which shall meet ABAAS standards pursuant to paragraph 6.1 of the lease.
31. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
32. The Lessor shall comply with all applicable standards and codes including but not limited to section 7.2.1.6.2 of NFPA 101 and the Building Code of New York State.
33. The Lessor shall have a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations.