

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

6-29-12

LEASE NO.

GS-02B-23920

THIS LEASE, made and entered into this date by and between Reckson Operating Partnership, LP

whose address is c/o SL Green Realty Corp.  
420 Lexington Avenue  
New York, NY 10170

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:

A total of 12,670 rentable square feet (RSF) which yields 10,085 ANSI/BOMA Office Area Square Feet (ABOASF) of office, and related space comprising a portion of the 2<sup>nd</sup> floor and a portion of the 3<sup>rd</sup> floor of the building located at 140 Grand Street, White Plains, New York, 10601-0085. Included in the lease are thirty-five (35) indoor, onsite parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2012 and continuing through June 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.

~~3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_  
at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in  
arrears.~~

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

SEE PARAGRAPH 8 OF LEASE RIDER

4. The Government may terminate this lease at any time after June 30, 2017 by giving at least one hundred 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.

~~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.~~

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

SEE ATTACHED.

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

LESSOR RECKSON OPERATING PARTNERSHIP, LP

BY

[Redacted signature]

**JOHN J. BARNES**  
Senior Vice President  
Sr. Director Suburban  
Division

(Title)

IN PRESENCE OF:

[Redacted signature]

**CLARK BRIFFEL**  
Vice President Leasing

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

[Redacted signature]

Contracting Officer

(Official title)

**RIDER TO LEASE NO. GS-02B-02B-23920**

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, containing paragraphs 1 through 21;
  - b. Section 1.0, Summary, paragraphs 1.1 through 1.3;
  - c. Section 2.0, Award Factors and Price Evaluation, paragraph 2.1;
  - d. Section 3.0, How to Offer and Submittal Requirements, paragraph 3.1;
  - e. Section 4.0, Utilities, Services, and Lease Administration, paragraphs 4.1 through 4.13;
  - f. Section 5.0, Design, Construction, and Other Post Award Activities, paragraphs 5.1 through 5.6;
  - g. Section 6.0, General Architecture, paragraphs 6.1 through 6.13;
  - h. Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.15;
  - i. Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.15 ;
  - j. Section 9.0, Fire Protection, Life Safety, and Environmental Issues paragraphs 9.1 through 9.12;
  - k. Section 10.0, Lease Security Standards, paragraphs 10.1 through 10.19;
  - l. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
  - m. Representations and Certifications, GSA Form 3518, paragraphs 1 through 12;
  - n. Exhibit "A", floor plan highlighting the demised premises; and
  - o. Small Business Subcontracting Plan.
8. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		NON-FIRM TERM	
	ANNUAL RENT	ANNUAL RATE/RSF*	ANNUAL RENT	ANNUAL RATE/RSF*
SHELL RENT	\$353,797.08	\$27.92	\$338,806.12	\$26.74
OPERATING COSTS	\$104,643.88	\$8.26	\$104,643.88	\$8.26
PARKING	\$27,300	\$2.15	\$27,300	\$2.15
<b>TOTAL ANNUAL RENT</b>	<b>\$485,740.96</b>	<b>\$38.34</b>	<b>\$470,750.00</b>	<b>\$37.15</b>

\* Rates per RSF may be rounded.

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

PO Box 5656  
New York, NY 10087-5656

9. As part of the annual rental consideration identified in paragraph 8 above, the Lessor shall re-carpet the entire space and shall provide and install [REDACTED] on all exterior windows within the demised premises in accordance with Paragraph 10.18, [REDACTED] Requirements, of this Lease within ninety (90) days following the later of (i) the date of full execution and delivery of the Lease or (ii) the date on which the Government has completed making its finish selections for the carpet. Lessor shall provide a minimum of six (6) color

INITIALS: JB & RC  
LESSOR GOVT



**RIDER TO LEASE NO. GS-02B-02B-23920**

month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] second month's rent.

Third month's rental payment \$38,203.41 (of which \$29,483.09 is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] third month's rent.

16. 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 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 "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
17. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
18. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building 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.
19. The 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.
20. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.

5

INITIALS:

AB & AC  
LESSOR GOVT

**RIDER TO LEASE NO. GS-02B-02B-23920**

21. The Government hereby agrees to be responsible for all costs, claims, damages, expenses, losses and liability resulting from delay by the Government in surrendering the Premises provided that Lessor prevails in any claim instituted therefore against the Government. The Government agrees that if the possession of the Premises is not surrendered to Lessor upon the date of the expiration of the term of the Lease, the Government will pay the Lessor for use of the Premises for each month and for each portion of any month during which the Government holds over in the Premises after the expiration of the term, as use and occupancy payment no less than the greater of (i) 120% times the rent which was payable under the Lease during the last month of the term, or (ii) 110% times the then applicable fair market rental value for the value of the Premises.

6

INITIALS:

JB & AC  
LESSOR GOVT