

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

October 14, 2011

LEASE NO.

GS-02B-23934

NY6097

THIS LEASE made and entered into this date by and between **Huntington Quadrangle #1 Company, LLC**

whose address is: 100 Jericho Quadrangle
Jericho, NY 11753-2708

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:

5,099 rentable square feet (RSF) yielding 4,249 ANSI BOMA office area square feet (ABOASP) of office and related space located on 2nd floor, of the premises known and designated as 1 Huntington Quadrangle, Melville, New York, as shown on the floor plan labeled Exhibit "A", and ten (10) reserved parking spaces to be used for office and related purposes and parking.

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 9 OF THE RIDER TO THIS LEASE

3. ~~The Government shall pay the Lessor annual rent in accordance with Paragraph 12 of the Rider to the Lease. 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 in whole or in part at any time after the fifth (5th) year by providing at least one hundred and twenty (120) calendar days' written notice to the Lessor at the end of the month, 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:

INTENTIONALLY DELETED

7. The following are attached and made a part hereof: **SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE**

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

LESSOR _____, LLC

BY _____

(Signature)

IN PRESENCE OF:

100 Jericho Quad, Jericho, NY 11753
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY _____

Leasing Contracting Officer
(Official title)

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 30,
 - b. Section 1: Summary, paragraphs 1.1 through 1.11;
 - c. Section 2: Award Factors and Price Evaluation, paragraphs 2.1 through 2.2;
 - d. Section 3: How to Offer and Submittal Requirements, paragraphs 3.1 through 3.3;
 - 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 5.6;
 - g. Section 6: General Architecture, paragraphs 6.1 through 6.7;
 - h. Section 7: Architectural Finishes, paragraphs 7.1 through 7.7;
 - i. Section 8: Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.12;
 - 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 10.15;
 - l. General Clauses - GSA. Form 3517B (Rev. 06/08)
 - m. Representations & Certifications - GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11,
 - n. Government Design Intent Drawings, Exhibit "A",
 - o. [REDACTED], Exhibit "B",
 - p. Telecommunications Infrastructure Requirements, Exhibit "C".
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 years, cancelable by the Government after the fifth (5th) year on 120 calendar days written notice to the Lessor at the end of the month. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
9. As part of the rental consideration, stated in paragraph 11, 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 lease, including but not limited to the Government's Design Intent Drawings labeled Exhibit A, [REDACTED] labeled Exhibit B and Telecommunications Infrastructure Requirements labeled Exhibit C, attached hereto and made a part hereof.
10. The space leased to the Government must contain the required ANSI/BOMA office area square feet (ABOASF) specified in Paragraph 1 of the SF2 of this Lease. In no event shall the Government pay for more than 4,249 ABOASF of office space.
11. The annual rental amount for years 1 through 5 is \$170,999.52 per annum (\$14,249.96 per month) (\$33.54 RSF/\$40.24 ABOASF) subject to annual operating cost escalations as specified in Paragraph 4.2 of this Lease. The annual rental amount

includes \$183,535.75 worth of tenant improvement costs. This is based upon the scope of work included in this Lease and is not subject to further adjustment unless there is a change to the scope of work authorized in advance and in writing by the GSA Contracting Officer.

Years 1-5:

<u>Shell per RSF</u>	<u>OPER per RSF*</u>	<u>TI per RSF</u>	<u>PRSF RATE</u>	<u>ABOASF RATE</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RATE</u>
\$18.98	\$6.01	\$8.55	\$33.54	\$40.24	\$170,999.52	\$14,249.96

Years 6-10:

<u>Shell per RSF</u>	<u>OPER per RSF*</u>	<u>TI per RSF</u>	<u>PRSF RATE</u>	<u>ABOASF RATE</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RATE</u>
\$20.58	\$6.01	\$0.0000	\$26.59	\$31.91	\$135,582.41	\$11,298.53

*Subject to escalation in as specified in Paragraph 4.2 of this Lease

12. The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for years one (1) through three (3), and [REDACTED] for years four (4) and five (5) of the "Aggregate Lease Value" for the initial firm term of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.3 of this Lease, "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 "Broker Commission and Commission Credit" attached to and forming a part of this Lease.

Notwithstanding Paragraph 12 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment of \$14,249.96 minus half of the Commission Credit [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment of \$14,249.96 minus half of the Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

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13. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rental shall be made payable to Huntington Quadrangle No. 1 Company, LLC.
14. For the purposes of operating cost escalations, in accordance with Paragraph 4.2 of this Lease "Operating Costs", the annual base cost of services is \$30,626.69 (\$6.01 RSF / \$7.21 ABOASF).
15. The Lessor agrees to provide as part of the annual rental all services, utilities, and maintenance as set forth in Sections 1 through 10 of this lease including, but not limited to, heating, ventilation, water and sewer charges, and electricity for lights, power and air conditioning. The Lessor will maintain and repair any lessor-installed supplemental air conditioning units.
16. Pursuant to Paragraph 4.5 of the Lease "Overtime Usage", the overtime charge for heating, ventilating, and air-conditioning beyond the Government's normal hours of operation shall be calculated at the rate of \$54.00 per hour. Normal hours for services, utilities and maintenance are 8:00AM to 6:00 PM except Saturdays, Sundays, and federal holidays. There shall be no additional charge for the overtime cost to provide HVAC 24 hours per day, 7 days per week to the LAN/IT room.
17. For the purposes of tax adjustments in accordance with Paragraph 4.1 of this Lease "Tax Adjustment", the Government's percentage of occupancy is 1.49% of the building.
18. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.3 of the Lease, "Adjustment for Vacant Premises, GSAR 552.270-16", the annual rent shall be reduced by \$2.23 RSF / \$2.68 ABOASF.
19. Prior to occupancy and at no additional cost to the Government, the Lessor shall use commercially reasonable 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, excluding the security system. 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 Government shall have 24-hour/7-day access to the leased premises.
29. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
30. The Lessor shall have a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations.