

SEP 15 10:55

**LEASE NO. GS-02P-L24182**

**Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)**

This Lease is made and entered into between

**Second Roc-Jersey Associates L.L.C.**

whose principal place of business is **135 E 57<sup>th</sup> Street, 22<sup>nd</sup> floor, New York, 10022**. Second Roc-Jersey Associates L.L.C acknowledges that the property described herein is subject c/o The Olnick Organization, Inc. to a certain Agreement dated November 12, 1979 between Second Roc-Jersey Associates L.L.C and the Town of Morristown ("Upper lease"). The Second Roc-Jersey Associates LLC acknowledges further, and covenants with the Government, that under the terms of the Upper lease Second Roc-Jersey Associates LLC is permitted to sublease the Premises described herein to the Government and further acknowledges the Government as sovereign and its rights to peaceful enjoyment under this lease.

**Second Roc-Jersey Associates L.L.C** whose interest in the Property described herein is that of Leasehold Owner,

and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**2 Speedwell Ave, New Jersey, 07960-6854**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA and as permitted by this Lease.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term of 10 Years, 5 Years Firm. The term shall not commence until substantial completion by the Lessor of all improvements, as required herein and acceptance thereof by the Government, such acceptance not to be unreasonably withheld or delayed. The lease term is subject to termination as hereinafter set forth. The commencement date of this Lease, along with any applicable termination, shall be more specifically set forth in a Lease Amendment upon acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be

[Redacted Signature]

C/O Olnick Organization  
135 East 57th Street, 22nd Floor, NY, NY 10022

Date: 9/10/2015

**FOR THE GOVERNMENT:**

[Redacted Signature]

Name: Queen Ebony Ali  
Title: Lease Contracting Officer  
General Services Administration  
Public Buildings Service  
26 Federal Plaza, Room 16-100, New York, NY 10278

Date: 10/6/2015

**WITNESSED FOR THE LESSOR BY:**

[Redacted Signature]

Title: Vice President & General Counsel

Date: 9/10/15

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises in their existing condition, except in the additional requirement, Section 1.14 Building Improvements in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 26,274 rentable square feet (RSF), yielding 21,108 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A - Eighth Floor Plan and Ninth Floor Plan.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.244741330 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

Unless otherwise prescribed herein, The Government shall have the non-exclusive right to the use of Appurtenant Areas for their intended use(s) only. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 66 secure parking spaces as depicted on the plan attached hereto as Exhibit B – Parking Floor plan, reserved for the exclusive use of the Government, of which 66 shall be structured/inside secure parking spaces, and 0 shall be surface/outside parking spaces. In addition, Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) As part of the rental consideration, The Government currently has one (1) repeater and three (3) antennas mounted on the East Tower Penthouse corrugated wall. Inclusive of existing installed telecommunication equipment at the building, the Government shall have the right to use and occupy 14.48 % of the building's roof space, excluding the roof's common elements, for communication and related equipment installations, subject to reasonable prior notice to the Lessor of any installations thereof and provided that any such installation is in compliance with municipal and state building code standards. (2) the right to access the roof of the Building for installation, placement repair and maintenance of such telecommunications equipment upon reasonable prior notice to the Lessor and during standard Building operating hours, it is being agreed that at the Lessor's expense the Lessor shall have the right to have a representative present during such roof access, and if the representative does not show, the work will be performed. (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

A. 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 RENT
SHELL RENT <sup>1</sup>	\$658,834.00	\$737,656.00
OPERATING COSTS <sup>2</sup>	\$ 130,454.00	\$ 130,454.00 (PLUS CPI ACCURALS)
PARKING <sup>3</sup>	\$ 51,480.00	\$ 51,480.00
<b>TOTAL ANNUAL RENT</b>	<b>\$840,768.00</b>	<b>\$919,590.00</b>

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$25.075512 per RSF multiplied by 26,274 RSF  
 (Non Firm Term) \$28.075512 per RSF multiplied by 26,274  
<sup>2</sup>Operating Costs rent calculation: \$4.965137 per RSF multiplied by 26,274 RSF  
<sup>3</sup>Parking costs described under sub-paragraph H below

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 21,108 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. **INTENTIONALLY DELETED**

D. **INTENTIONALLY DELETED**

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

LESSOR: \_\_\_\_\_ GOVERNMENT: 

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
  2. All costs, expenses and fees to perform the work required in the lease including but not limited to the work in Section 1.14 Building Improvement for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
  3. Performance or satisfaction of all other obligations of Lessor set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- H. Parking shall be provided at a rate of \$65.00 per parking space per month (secure structured/inside).

**1.04 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.05 INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA FORM 3517B GENERAL CLAUSES	49	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	
SMALL BUSINESS SUBCONTRACTING PLAN	7	
FLOOR PLAN(S) EIGHTH FLOOR PLAN AND NINTH FLOOR PLAN	2	A
PARKING PLAN: PARKING - P5 LEVEL	1	B
ARCHITECTURAL BARRIERS ACT ACCESSIBILITY STANDARDS (ABAAS) REQUIREMENTS ARCHITECTURAL BARRIERS ACT ACCESSIBILITY STANDARDS (ABAAS) REQUIREMENTS	4	C
TRIAD SCOPE OF WORK	8	D

**1.07 INTENTIONALLY DELETED**

**1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 14.48 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 26,274 RSF by the total Building space of 181,500 RSF.

**1.09 ESTABLISHMENT OF TAX BASE (JUN 2012)**

The Real Estate Tax Base is hereby established as Tax Base Year 2015, the amount will be the actual taxes paid for 2015 Taxes.

**1.10 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$4.97 per RSF (\$130,454 annum).

**1.11 INTENTIONALLY DELETED**

**1.12 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$65.00 per hour per zone
- Number of zones: 7

#### 1.13 24-HOUR HVAC REQUIREMENT (APR 2011)

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$8.17 per ABOA SF. The Lessor and the Government agree that the total area receiving the 24-hour HVAC is comprised of 1,707.90 ABOA square feet. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge. As per of the rental consideration the Lessor shall provide 24-hour HVAC for two (2) weekends in the month of September every calendar year.

#### 1.14 BUILDING IMPROVEMENTS

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

##### Electric Power

- Ensure that electrical panels have at least 10% spare capacity
- In accordance with Section 5.11, Lighting: Interior and Parking, ensure or adjust lighting levels to 50 Foot Candles at work surface throughout the work space.; 20 Foot Candles in lobby and common areas and 10 Foot Candle in other non-work areas.
- Check and verify that emergency and egress lighting is adequate per the codes. Connect all back up lighting and exit lights to the building generator.

##### Mechanical Systems

- Change all the bathroom faucets and inspect that all water closets are working properly.
- Ensure compliance with Sections 5.09 and 6.05, Heating and Air Conditioning. To remedy the current HVAC issues within the Leased premises the Lessor has submitted the Triad Plan attached hereto as Exhibit D as a response to the existing HVAC issues. The parties acknowledge that the current HVAC issues within the Leased premises consist of the following:  
The HVAC is currently supplied by 26 heat pumps that are 20 years old, at their design limit. Such a multi-unit cooling has been problematic due to age and distribution whereby high load areas are coupled with low load area and high load areas whereby temperature controls does not meet the needs. Maintaining space temperatures has been problematic resulting from inadequate air flows, or overlapping cross-flows. A number of areas do not get sufficient cooling.  
Lessor hereby agrees that if the work set forth on the Triad Plan attached hereto as Exhibit D does not adequately remedy the current HVAC issues, Lessor will continue to work with the Government in a commercially reasonable manner to address such issues. Notwithstanding anything to the contrary contained herein, the Government expressly acknowledges and agrees that for purposes of substantial completion of the work set forth in this clause (B) (in furtherance of substantial completion of the work required for the term of this Lease to commence), Lessor must only substantially complete the work set forth on the Triad Plan attached hereto as Exhibit D.
- Ensure compliance with Section 3.11 Automatic Fire Sprinkler and 3.12 Fire Alarm System and Provide a Fire alarm and sprinkler system riser diagrams.
- Describe any building energy and water efficiency or sustainability project is planned or has been completed.
- Ensure compliance with Sections 5.01, Doors: Interior; All exterior and interior doors should be inspected and confirm that either they are working properly or are being adjusted.
- Provide as built drawings of the building mechanical as built and architectural drawings, directly related to The Government Leased Premises only

##### Miscellaneous Improvements

- Repaint all wall surfaces of the Leased premises in accordance with the "Painting — TI" paragraph in Section 5 of the Lease. (At the Lessor's expense)
- Re-carpeting of the leased Premises in accordance with the "Floor Coverings and Perimeters (Succeeding)" paragraph in Section 5 of the Lease. (At the Lessor's expense)
- Replace Vinyl Composition Tiles in bathrooms to 4"X6" ceramic tiles (At the Lessor's expense)
- Check and repair all window blinds for full functionality. Replace window blinds for areas where the +blinds are not functioning properly. (At the Lessor's expense)
- Perform minor alterations to ensure that the required 66 secured structured parking spaces are solely accessible to the Government (At the Lessor's expense).
- The Lessor shall hire a contractor on the Government's behalf to conduct the moving and returning of furnishings, during the painting and carpeting of the space and the Lessor and Government shall split the associated cost 50/50.

The Government agrees to allow the Lessor reasonable access to the Premises during business or during non-business hours, with the necessary Government escorts when needed to perform the work set forth in this Section Building Improvement 1.14 and any other work required for the Government's acceptance of the Premises. The Government acknowledges that the performance of the work set forth in this Lease to be performed by the Lessor may disturb the Government's quiet enjoyment use and occupancy and hereby accepts such conditions and limitations on its use of the Premises.