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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

3/5/13

LEASE NO. GS-02B-24029  
BUILDING NO. NY7555ZZ

THIS LEASE, made and entered into this date by and between **Stewart FBI, LLC**

whose address is 80 Curtwright Drive, Suite 5  
Williamsville, NY 14221-7055

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:

23,083 rentable square feet of office space consisting of 21,712 ANS/BOMA office area square feet comprising all of the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building known as TBD located at TBD Avenue of Americas New Windsor, NY 12553-0000 (the "Building"), along with 87 secure surface parking spaces and 20 nonsecure parking spaces in accordance with the attached drawings indicating the leased premises and labeled Exhibit "A" attached hereto and made a part hereof.

2. The term of this Lease shall commence upon execution and shall run for a period of fifteen (15) years from the Rent Commencement Date. The Rent Commencement Date shall occur upon substantial completion of all alterations that will be specified in the construction documents and shall be more particularly set forth by a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$680,948.50 at the rate of approximately \$56,745.71 per month in arrears. Rent for a lesser period shall be prorated. Rent shall be made payable to:

Stewart FBI, LLC  
80 Curtwright Drive, Suite 5  
Williamsville, NY 14221-7055

4. The Government may terminate this lease at any time during the renewal term by giving at least 120 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 a period of 5 years at an annual rent of \$276,996.00 at a rate of \$23,083.00 per month in arrears plus related CPI increases for months 1-55 and an annual rent of \$577,075.00 at a rate of \$48,089.58 per month in arrears plus related CPI increases for months 56-60, provided notice be given in writing to the Lessor at least 120 days before the end of the original lease 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.

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

SEE RIDER

7. The following are attached and made a part hereof:

SEE RIDER

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

[Redacted signature area]

*Manager*  
\_\_\_\_\_  
(Title)

[Redacted signature area]

[Redacted signature area]

UN [Redacted] ADMINISTRATION

BY [Redacted]

Contracting Officer  
\_\_\_\_\_  
(Official title)

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RIDER TO LEASE NO. GS-02B-24029

8. The following are attached hereto and made a part hereof:
- a. Lease Rider, containing paragraphs 8 through 22;
  - b. Section 1.0, Summary, paragraphs 1.1 through 1.6;
  - c. Section 2.0, How to Offer and Submittal Requirements, paragraphs 2.1 through 2.6;
  - d. Section 3.0, Utilities, Services, and Lease Administration, paragraphs 3.1 through 3.13;
  - e. Section 4.0, Design, Construction, and Other Post Award Activities, paragraphs 4.1 through 4.15;
  - e. Section 5.0, General Architecture, paragraphs 5.1 through 5.13;
  - f. Section 6.0, Architectural Finishes, paragraphs 6.1 through 6.15;
  - g. Section 7.0, Mechanical, Electrical, Plumbing, paragraphs 7.1 through 7.18;
  - h. Section 8.0, Fire Protection, Life Safety, and Environmental Issues, paragraphs 8.1 through 8.12;
  - i. Section 9.0, Lease Security Standards, paragraphs 9.1 through 9.23;
  - j. Exhibit "A" Leased Premises & Site Plan (3 pages);
  - k. Exhibit "B" Hudson Valley Resident Agency Office Program of Requirements (47 pages);
  - l. Exhibit "C" Limited Phase II Site Assessment (217 pages);
  - m. Exhibit "D" Categorical Exclusion Checklist Documentation (38 pages);
  - n. Exhibit "E" Best Practices for Clean Diesel Construction (9 pages);
  - o. General Clauses, GSA Form 3517B, paragraphs 1 through 48; and
  - p. Representations and Certifications, GSA Form 3518, paragraphs 1 through 12.
9. The Lessor shall deliver to the Government a fully executed copy of the Ground Lease between Stewart FBI, LLC and The Port Authority of New York and New Jersey no later than 60 days' from execution of this Lease. If the Lessor does not deliver a fully executed copy of the Ground Lease then the Government shall have the right to terminate this lease on the day after the Ground Lease is due to the Government.
10. The Tenant Improvements ("TI") shall include all work necessary to prepare the premises for Tenant's use and occupancy as set forth herein. The Lessor agrees to contribute a TI Allowance of \$736,037.00 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 3 above. The Lessor's contribution toward the TI cost will be amortized over the 15-year term of the Lease together with interest at a rate of 5.00% per annum (\$69,846.41 per annum). If the TI cost exceeds \$736,037.00 then the Government shall have the option to either (i) pay the Lessor the difference between \$736,037.00 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) reduce the Tenant Improvement requirements. In the event the TI cost is less than \$736,037.00, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 3 above shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
11. HVAC services during Normal Hours, as defined in paragraph 3.5 of the Lease, cleaning and maintenance of the premises are included in the rental consideration. Except as otherwise provided herein, services, utilities, HVAC and maintenance shall be provided by the Lessor in accordance with the specifications in this Lease at no additional cost to the Government.
12. The following fee schedule shall apply towards the construction regardless of the actual construction costs:
- a. General Conditions shall be 5% of \$598,926.00

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- b. General Contractors fee shall be 5% of \$598,926.00
- c. Architectural/Engineering fees shall be \$3.25 per ANSI/BOMA Office Area Square Foot
- d. Lessor's project management fee shall be 5% of \$565,652.00

13. Pursuant to the Categorical Exclusion Checklist Documentation (Exhibit "D") the Lessor shall be responsible for the following requirements at their sole cost and expense. Additionally, this report does not remove the responsibility of the Lessor to obtain all permits, approvals and environmental reviews that would normally be required for a construction project at this location.

- a. Based on the limited Phase II Site Assessment (Exhibit "C") the report identified recognized environmental conditions (REC), you must implement the recommendations that were contained in the report. Furthermore, prior to the Government's occupancy of the site, Lessor shall provide a "No Further Action" or "No Further Response" letter from the State of NY. This letter will establish that the environmental condition(s) of concern have been adequately addressed and that the leasehold can be safely used in a manner that allows for Government's intended occupancy and use. Failure to either conduct the necessary remediation or provide evidence of NY State acceptance of the remediation will be grounds for the Government, at its sole discretion, to terminate the lease, and the Lessor shall be liable for the Government's reprocurement costs.
- b. Prior to demolition of the existing structures on the site the Lessor shall abate any lead and/or asbestos present.
- c. Lessor shall develop and implement a Storm Water Pollution Prevention Plan (SWPPP) for the site. Additionally, during construction best construction management practices would need to be implemented to ensure runoff from the site does not reach the NYSDEC classified streams that are to the south and west of the site.
- d. Lessor shall provide certification from NYS Department of Environmental Conservation prior to any construction activities beginning that the site will not impact any endangered species. Pursuant to conversations with NYSDEC and the Port Authority of NY and NJ they have stated the site might be home to the Indian Bat and the Eastern Tiger Salamander as well as other species.
- e. Lessor shall to the best of their abilities implement the requirements stated in the Best Practices for Clean Diesel Construction (Exhibit "E").

14. The Lessor shall provide additional parking to the Government at no cost in the event there is no public or low cost parking within 2 blocks of the site.

15. The Lessor must design the building and adhere to the most recent edition of the NYS Building Code.

16. The Lessor shall hire a qualified code consultant to review all drawings to confirm compliance with the most recent edition of the NYS Building Code. The Government's share of the cost will be negotiated and memorialized in a subsequent Lease Amendment.

17. The Lessor shall hire a qualified 3<sup>rd</sup> party inspection company to perform all required inspections to satisfy all required applicable inspections pursuant to the most recent edition of the NYS Building Code. The Government's share of the cost will be negotiated and memorialized in a subsequent Lease Amendment.

18. 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".

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19. 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.
20. The Lessor shall not be reimbursed for, nor shall the Lessor be obligated to provide, any services not expressly provided for in the Lease including, but not limited to, repairs and alterations, nor will any rent 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. Nothing in this clause is intended to waive any rights of the Lessor if the Government holds over after the expiration of the Lease term.
21. This Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration.
22. All questions pertaining to this lease contract shall be submitted in writing to the GSA Contracting Officer/Realty Specialist. The Government Occupant is not authorized to administer the lease contract, and the GSA assumes no responsibility for any costs incurred by the Lessor except as provided by the term of the lease contract or authorized in writing by the GSA Contracting Officer/Realty Specialist.

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