

LEASE NO. GS-02P-LNY24256

Standard Lease
GSA FORM L201C (September 2014)

This Lease is made and entered into between

Central Parking System of New York, Inc.

(Lessor or Landlord), whose principal place of business is 200 E. Randolph Street, Suite 7700, Chicago, IL 60601 and whose interest in the Property described herein is that of tenant who leases and operates a parking garage (the "Garage") located at 103 Warren Street New York, New York, (a portion of which is hereinafter further described as the "Premises").

The United States of America

(Government or Lessee), 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:

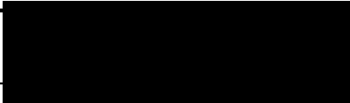
Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Garage located at 270 Greenwich Street, New York, New York 10007 and more fully described in Section 1 and Exhibits A through G and Attachment No. 1, together with rights to the use of parking and other areas as set forth herein, to be used for Permitted Uses, as defined below.

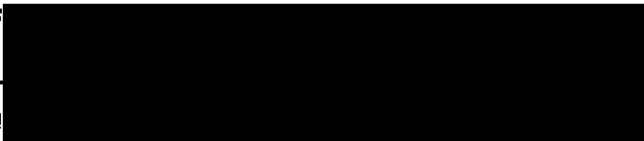
LESSOR REPRESENTATION: Lessor represents to the Government that the Lease dated December 6, 2005 (the "Underlying Lease"), between Lessor and the owner of the Garage, 270 Greenwich Street Associates, LLC (the "Owner"), is in full force and effect and that the remaining term thereof is of a duration exceeding the maximum fifteen (15) year term of this Lease (including the Government's 5 year renewal option term referenced in Section 1.06 of the Lease).

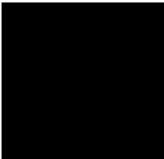
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term commencing on December 15, 2015 and shall continue through December 14, 2025 subject to early termination by the Government after the fifth (5th) year in accordance with Paragraph No. 1.05 of the Lease and also subject to renewal rights in accordance with Paragraph No. 1.06 of the Lease.

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 effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR 
Name: Hector Chevalier
Title: Executive Vice President
Entity Name: Central Parking System of New York, Inc.
Date: December 15, 2015

F 
N
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 12-15-2015

 FOR THE LESSOR BY:
Deborah Das-Griochenko
Title: Administrative Legal Assistant
Date: December 15, 2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows: The fenced area located on the lower level of the Garage and containing twenty-one (21) exclusive self-park type, fenced-in parking spaces, which are more fully depicted on the plan attached hereto as Exhibit G, which is attached hereto and made a part hereof, of which 21 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces

A. Office and Related Space: 0 rentable square feet (RSF), yielding 0 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 0 floor(s) and known as Suite(s) 0, of the Building.

B. ~~Common Area Factor:~~ The Common Area Factor (CAF) is established as XX 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)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Ingress and Egress: The Government shall have the right of Ingress and egress through the Garage necessary for accessing the Premises. Electric, including electric to power Tenant's Security Requirements, shall be rent included at no additional cost to the Government.

B. ~~Antennas, Satellite Dishes, and Related Transmission Devices:~~ (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (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 CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

The Government shall pay Rent in arrears, as follows:

Year 1: For the term commencing on December 15, 2015 through December 14, 2016 the Government shall pay rent to the Lessor in the amount of \$406,930.00 per annum paid at the rate of \$33,910.83 per month, in arrears, or \$1,614.80 per parking space / per month.

Year 2: For the term commencing on December 15, 2016 through December 14, 2017 the Government shall pay rent to the Lessor in the amount of \$419,137.90 per annum paid at the rate of \$34,928.16 per month, in arrears, or \$1,663.25 per parking space / per month.

Year 3: For the term commencing on December 15, 2017 through December 14, 2018 the Government shall pay rent to the Lessor in the amount of \$431,712.04 per annum paid at the rate of \$35,976.00 per month, in arrears, or \$1,713.14 per parking space / per month.

Year 4: For the term commencing on December 15, 2018 through December 14, 2019 the Government shall pay rent to the Lessor in the amount of \$444,663.40 per annum paid at the rate of \$37,055.28 per month, in arrears, or \$1,764.54 per parking space / per month.

Year 5: For the term commencing on December 15, 2019 through December 14, 2020 the Government shall pay rent to the Lessor in the amount of \$458,003.30 per annum paid at the rate of \$38,166.94 per month, in arrears, or \$1,817.47 per parking space / per month.

Year 6: For the term commencing on December 15, 2020 through December 14, 2021 the Government shall pay rent to the Lessor in the amount of \$471,743.40 per annum paid at the rate of \$39,311.95 per month, in arrears, or \$1,872.00 per parking space / per month.

Year 7: For the term commencing on December 15, 2021 through December 14, 2022 the Government shall pay rent to the Lessor in the amount of \$485,895.70 per annum paid at the rate of \$40,491.31 per month, in arrears, or \$1,928.16 per parking space / per month.

Year 8: For the term commencing on December 15, 2022 through December 14, 2023 the Government shall pay rent to the Lessor in the amount of \$500,472.57 per annum paid at the rate of \$41,706.05 per month, in arrears, or \$1,986.00 per parking space / per month.

Year 9: For the term commencing on December 15, 2023 through December 14, 2024 the Government shall pay rent to the Lessor in the amount of \$515,486.75 per annum paid at the rate of \$42,957.23 per month, in arrears, or \$2,045.58 per parking space / per month.

Year 10: For the term commencing on December 15, 2024 through December 14, 2025 the Government shall pay rent to the Lessor in the amount of \$630,951.35 per annum paid at the rate of \$44,245.95 per month, in arrears, or \$2,106.95 per parking space / per month.

Except for reimbursement of the Tenant Improvements as described in Section 7.01 below, there are no other additional fees, taxes, real estate taxes, insurance premiums, escalations or any other costs, including all utility costs, shall apply as these are all included as part of the rental consideration paid by the Government. Rent for a lesser period shall be pro-rated. In the event that the Government decides to extend this Lease pursuant to Section 1.06, rent shall increase in accordance with the terms thereof.

~~In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.~~

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

~~C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

~~D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

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.

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 Garage described in the paragraph entitled "The Premises."

2. Except for the amounts the Government shall pay to Lessor as reimbursement for the Lessor's Work pursuant to Section 7.01, below, all costs, expenses and fees to perform the work required 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. Except for the amounts the Government shall pay to Lessor as reimbursement for the Lessor's Work pursuant to Section 7.01, below, performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Garage 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.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

INTENTIONALLY OMITTED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease at any time effective after the fifth (5th) full year of the Lease by providing at least 180 calendar 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.

1.06 RENEWAL RIGHTS (SEP 2013)

Provided notice is given to the Lessor at least 180 calendar days before the end of the original Lease term, this Lease may be renewed at the option of the Government for a term of [REDACTED] provided all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term. During the renewal term, the Government shall pay to the Lessor rent at the following rental rate(s):

[REDACTED] For the term commencing on [REDACTED] the Government shall pay rent to the Lessor in the amount of [REDACTED] per annum paid at the rate of [REDACTED] per month, in arrears, [REDACTED] per parking space / per month.

[REDACTED] For the term commencing on [REDACTED] the Government shall pay rent to the Lessor in the amount of [REDACTED] per annum paid at the rate of [REDACTED] per month, in arrears, or [REDACTED] per parking space / per month.

[REDACTED] For the term commencing on [REDACTED] the Government shall pay rent to the Lessor in the amount of \$ [REDACTED] per annum paid at the rate of [REDACTED] per month, in arrears, [REDACTED] per parking space / per month.

LESSOR: HC GOVERNMENT: (Signature)

For the term commencing on [REDACTED] the Government shall pay rent to the Lessor in the amount of [REDACTED] per annum paid at the rate of \$ [REDACTED] per month, in arrears, or [REDACTED] per parking space / per month.

For the term commencing on [REDACTED] the Government shall pay rent to the Lessor in the amount of [REDACTED] per annum paid at the rate of [REDACTED] per month, in arrears, or [REDACTED] per parking space / per month.

1.07 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
FLOOR PLAN(S)	N/A	
PARKING PLAN(S)	1	G
ATTACHMENT NO. 1	12/6 PAGES	
SECURITY REQUIREMENTS	7 & 2	B & C
SECURITY UNIT PRICE LIST	N/A	N/A
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	12	E
FACILITIES SECURITY [REDACTED]	4	A
SAM REPS AND CERTS	2	F
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. X	N/A	

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

INTENTIONALLY OMITTED

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

INTENTIONALLY OMITTED

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

INTENTIONALLY OMITTED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

INTENTIONALLY OMITTED

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

INTENTIONALLY OMITTED

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

Real Estate Tax Adjustments are not applicable under this Lease.

1.14 REAL ESTATE TAX BASE (SEP 2013)

INTENTIONALLY OMITTED

1.15 OPERATING COST BASE (SEP 2013)

Operating Cost Adjustments are not applicable under this Lease.

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

INTENTIONALLY OMITTED

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

INTENTIONALLY OMITTED

1.18 24-HOUR HVAC REQUIREMENT (SEP 2014)

INTENTIONALLY OMITTED

1.19 BUILDING IMPROVEMENTS (SEP 2012)

INTENTIONALLY OMITTED

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

INTENTIONALLY OMITTED

LESSOR: HC GOVERNMENT: CD
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