

**LEASE NO. GS-05P-LIL19217**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)

This Lease is made and entered into between

**LONG RIDGE OFFICE PORTFOLIO, L.P.**

(Lessor), whose principal place of business is 901 Main Avenue, Norwalk, CT 06851-1168, and whose interest in the Property described herein is that of Fee 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

**ONE TOWER LANE, SUITES 1300, 1400, 1500, 1600 AND WAR06, OAKBROOK TERRACE, IL 60181-4671**

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.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **April 1, 2014** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

**SEVEN (7) YEARS, THREE (3) YEARS FIRM,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and 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 effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE

\_\_\_\_\_  


Name: \_\_\_\_\_  
Title: Vice President  
Entity Name: Long Ridge Office Portfolio LP  
Date: April 14, 2014

\_\_\_\_\_  


Name: Christine M. Reynolds  
Title: Lease Contracting Officer  
Entity Name: U.S. General Services Administration  
Date: April 17, 2014

WIT

\_\_\_\_\_  


Name: Jennifer W. Richards  
Title: Assistant Secretary  
Date: April 14, 2014

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 (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere 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: **81,493** rentable square feet (RSF), yielding **76,949** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **13<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>** floor(s) and WAR 06 and known as Suite(s) **1300 – 1600 and WAR06**, of the Building, as depicted on the floor plan(s) attached hereto as **EXHIBIT B**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.059052%** (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. Parking: **Ten (10)** parking spaces as depicted on the plan attached hereto as **EXHIBIT C**, reserved for the exclusive use of the Government, of which **ten (10)** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. INTENTIONALLY DELETED

**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 Annual Rent	Non-Firm Term Annual Rent
Shell Rent <sup>1</sup>	\$1,542,662.49	\$1,785,511.63
Operating Costs <sup>2</sup>	\$576,155.51	\$629,940.89
Parking <sup>3</sup>	\$12,000.00	\$12,000.00
<b>Total Annual Rent</b>	<b>\$2,130,818.00</b>	<b>\$2,427,452.52</b>

<sup>1</sup> Shell rent calculation:

(Firm Term) **\$18.93** per RSF multiplied by **81,493** RSF.

(Non Firm Term) **\$21.91** per RSF multiplied by **81,493** RSF.

<sup>2</sup> Operating Costs rent calculation:

(Firm Term) **\$7.07** per RSF multiplied by **81,493** RSF.

(Non Firm Term) **\$7.73** per RSF multiplied by **81,493** RSF.

<sup>3</sup> Parking costs described under sub-paragraph H below.

B. INTENTIONALLY DELETED

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.

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 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 set forth in this Lease; and all services, utilities (with the exclusion of lighting and electrical usage), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of lighting and electrical usage directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating, ventilation, and air conditioning requirements.

H. Parking shall be provided at a rate of \$100.00 per parking space per month (structured/inside).

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)**

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to CBRE, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully 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:

Month 1 Rental Payment \$177,568.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment \$177,568.17 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent.\*  
 \*Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

**1.05 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 ninety (90) 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 INTENTIONALLY DELETED**

**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
Legal Description of the Premises	4	A
Floor Plan(s)	5	B
Site Plan with Parking Plan(s)	1	C
Security Requirements – Facility Level III	7	D
GSA Form 3517B General Clauses	47	E
GSA Form 3518, Representations and Certifications	11	F
Small Business Subcontracting Plan	19	G
Novation Agreement Pursuant to 41 U.S.C. §15	3	H

**1.08 INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**



**1.11 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 **11.1210%** (percent). The Percentage of Occupancy is derived by dividing the total Government Space of **81,493** RSF by the total Building space of **732,784** RSF.

**1.12 INTENTIONALLY DELETED**

**1.13 INTENTIONALLY DELETED**

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.38** per ABOA SF of Space vacated by the Government.

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

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

- **\$67.00** per hour per floor

**1.16 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 for the area receiving the 24-hour HVAC shall be at the Government's expense. 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.

**1.17 INTENTIONALLY DELETED**