

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

5/15/07

LEASE NO.

57-6395-07-021

THIS LEASE, made and entered into this date by and between **Thompson Realty Co. of Princeton, Inc.**

whose address is **195 Nassau Street, Princeton, NJ 08542**

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:

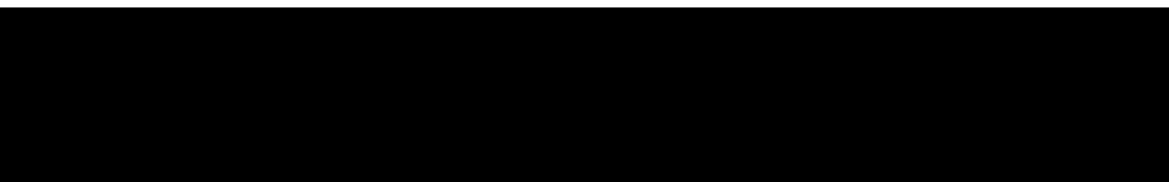
Approximately **25,717** rentable square feet yielding **25,459** ANSI/BOMA Office Area (usable) square feet of office and related space, located at Mercer Corporate Park, 300 Corporate Drive, Robbinsville, NJ 08542, to be used for such purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning: **upon acceptance by the Government through ten (10) years, five (5) years firm term**, subject to termination and renewal rights as may be hereinafter set forth. **Upon acceptance by the Government, the final lease term shall be established by means of a Supplemental Lease Agreement (SLA).**

per SCA #2 608, 722/10 59,726.84

3. The Government shall pay the Lessor annual rent of **\$571,946.75** at the rate of **\$47,662.23** per month in arrears. **Upon acceptance by the Government, the final rent amount shall be established by means of a Supplemental Lease Agreement (SLA).** Rent for a lesser period shall be prorated.

Rent payments shall be made payable to **Thompson Realty Co. of Princeton, Inc.** (via direct deposit):



4. The Government may terminate this lease, in whole or in part, **anytime after five (5) years**, 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 following terms and at the following rentals:

One 5 year term, with the Government having the right to terminate, in whole or in part, at anytime, by giving at least **120 days** notice in writing to the Lessor.

Such option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease, including rental rate adjustments, 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:

- a. All facilities, services, utilities, maintenance, tenant improvements (TI), as specified in the attached Solicitation for Offers (SFO) # MRP06-079, and other documents attached to this lease, as described in paragraph 7 below.
- b. One hundred and four (104) outside parking spaces, ten (10) of which shall be assigned and marked as "reserved" for U.S. Government vehicles.

- c. Buildout of space, in accordance with [REDACTED]'s space requirements, to be included in rent and completed in accordance with the SFO. TI costs shall be amortized over the first five years of the lease, at a rate of 5%.
- d. Upon final acceptance of the completed space, the Lessor will provide the Contracting Officer a detailed final accounting of the tenant improvement costs. If necessary, based on the final Tenant Improvement costs, the annual rent will be adjusted accordingly, by means of a Supplemental Lease Agreement (SLA).

7. The Government shall be responsible for the following:

- a. It's own telecommunication services.
- b. Annual rental adjustments, as specified in paragraphs 3.3 TAX ADJUSTMENT and 3.5 OPERATING COSTS of SFO # MRP06-079.

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

- a. Solicitation for Offers # MRP06-079 (44 pages) and amendments 1, 2, and 3.
- b. GSA Form 3517B, General Clauses (28 pages).
- c. GSA Form 3518, Representations and Certifications (5 pages).
- d. GSA Form 1217, Lessor's Annual Cost Statement (1 page)
- e. Pre-Lease Building Security Plan (2 pages)
- f. Unit Costs for Adjustments - Exhibit A (1 page)
- g. Proposal to Lease Space - (2 pages)
- h. Floorplan of leased area. Upon acceptance by the Government, the final "as built" floorplan, shall become part of the lease.

9. The following changes, which are underlined, were made in this lease prior to its execution:

- a. Paragraph 1.4, LEASE TERM, was amended to read: The lease term is for ten (10) years, five (5) years firm term. The Government may terminate this lease, in whole or in part, anytime after five (5) years, 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.
- b. In accordance with provisions of paragraph 3.6 OPERATING COST BASE, of SFO # MRP06-079, the base operating cost is established at \$130,385.00 (\$5.07/rentable s.f.).
- c. In accordance with provisions of paragraph 3.3 TAX ADJUSTMENT, and paragraph 3.4 PERCENTAGE OF GOVERNMENT OCCUPANCY, of SFO # MRP06-079, annual adjustments shall be made for any increases, or decreases in real estate taxes, with a base tax rate of \$42,433.00 (\$1.65/ rentable s.f.). This amount will need to be verified, with receipts, upon final payment of 2006 taxes. The percentage of Government occupancy, for purposes of tax adjustments, is 42.86 percent of the total space (25,717/60,000 square feet). Once verified, any change in the base tax rate will be established by means of a Supplemental Lease Agreement (SLA)
- d. The rentable and usable s.f. increased between the time of the initial offer and lease execution. The rates per s.f. referenced on the initial GSA Form 1364A and GSA Form 1217, remain unchanged.

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

LESSOR **Thompson Realty Co. of Princeton, Inc.**

[REDACTED SIGNATURE]

(Signature)

[REDACTED SIGNATURE]

195 N. WESM STREET
PRINCETON, NJ 08542

(Address)

ARCHIBALD'S REV

UNITED STATES OF AMERICA United States Department of Agriculture

BY [REDACTED SIGNATURE]

Contracting Officer

(Signature)

(Official title)

Gary M. Crook

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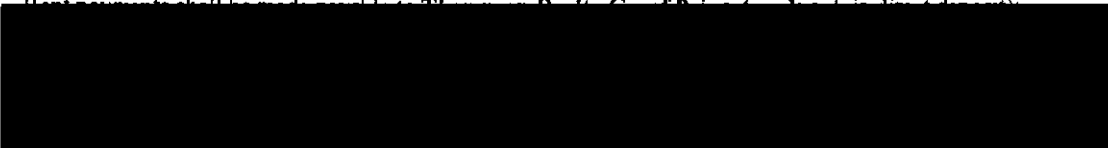
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Rent payments shall be made to the Lessor, Thompson Realty Co. of Princeton, Inc., at the following address:



Account Type: **Checking** or **Savings** (circle one)

4. The Government may terminate this lease, in whole or in part, **anytime after five (5) years**, 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.

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

[Redacted Signature] _____
1000 J. [Redacted], V.P.

(Signature)

IN P [Redacted]
[Redacted]

195 N. MAIN STREET
PRINCETON, NJ 08542

(Address)

UNITED STATES OF AMERICA, United States Department of Agriculture

[Redacted Signature]
Gary M. Crook

Contracting Officer
(Official title)