

US GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

OCT 06 2000

LEASE NO. GS-02B-23096/GSA BUILDING NO. NJ4599

THIS LEASE, made and entered into this date by and between

Claremont Newark LLC, a New Jersey limited liability company,

Whose address is c/o Brewran Group, 1144 Zerega Avenue, Castle Hill, New York 10462

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 230,000 Rentable Square Feet of space to yield approximately 208,500 BOMA Usable Square Feet in a twelve story building with 400 garage parking spaces, to be constructed on a ^{1.5} ~~2.2~~ acre site located in the area between McCarter Highway, River Street, Passaic River and Centre Street in Newark, New Jersey (The site to be constructed specifically includes the following block and lots: Block 129, Lots 1, 13 and 53; and Block 130, Lots 29 and 41; as shown on Exhibit "A" attached hereto).

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to be used for office, special purpose space and parking. (See also Paragraph 1.1 of the SFO Section of this Lease)

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

_____ through _____, subject to termination and renewal rights as may be hereinafter set forth. SEE PARAGRAPH 15 OF THE LEASE RIDER.

3. The Government shall pay the Lessor annual rent during the first 20 years of the Lease (the "Initial Term") of \$ 11,676,000.00

at the rate of \$ 973,000.00 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Claremont Newark LLC

C/o the Brewran Group

1144 Zerega Avenue, Castle Hill, New York 10462

4. The Government may terminate this lease at any time during either Renewal Term (as defined below) by giving at least ninety (90) 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:

Two five (5) year renewal periods (each a "Renewal Term" and collectively, the "Renewal Terms"), subject to cancellation rights as set forth in Paragraph 4 above.

The Government shall pay the Lessor annual rent of \$13,552,500.00 at the rate of \$1,129,375.00 per month in arrears. Rent for a lesser period shall be prorated.

provided notice be given in writing to the Lessor at least one hundred and twenty (120) days before the end of the Initial Term or any Renewal 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.

Lessor

[Handwritten signature]

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

All labor and materials necessary to construct and complete the [redacted] Facility and the other Improvements in accordance with the requirements of this Lease so as to deliver the [redacted] Facility and the Other Improvements Substantially Complete by the Required Substantial Completion Date (as such capitalized items are hereinafter defined).

In addition, as part of the rental consideration, the Lessor shall provide all services and utilities except electricity and fuel for heating but including janitorial service and maintenance, as more specifically outlined in the SFO section of this Lease attached hereto and incorporated herein.

7. The following are attached and made a part hereof: SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE.

IN WITNESS WHEREOF, the Lessor and the Government have hereunto subscribed their names as of the date first above written.

BY [redacted] Member (Signature) _____ (Signature)

IN THE PRESENCE OF [redacted] _____ 1144 Zecegn Ave Castle Hill N.Y. 10962 (Address)

[redacted] _____ Contracting Officer (Official title)