

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

July 26, 2011

LEASE NO.

GS-02B-23866

LOCATION :

NJ4664

THIS LEASE, made and entered into this date by and between 101 WOOD METRO PARK, LLC, whose address is:

c/o Spear Street Capital  
One Market Plaza, Spear Tower, Suite 4125  
San Francisco, CA 94105

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:

A total of 8,388 rentable square feet (RSF) yielding 6,990 ANSI/BOMA office area square feet (ABOA SF) of office space (the "Premises") located on the sixth floor of the building designated as Metro 101, 101 Wood Avenue South, Iselin, New Jersey 08830-2703 (the "Building") as shown on the demising plan labeled Exhibit "A" attached hereto and made a part hereof, along with five (5) parking spaces at no additional cost to the Government.

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 9 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_

SEE PARAGRAPH 12 OF THE RIDER TO THIS LEASE

~~4. The Government may terminate this lease in whole or in part at any time.~~

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

(See Attached Rider)

their names as of the date first above written.

ed Liability company

President

(Title)

One Market Plaza, Spear Tower, Suite 4125

San Francisco, CA 94105

(Address)

TION

Alfonso Yau, Lease Contracting Officer

(Official title)

**RIDER TO LEASE No: GS-02B-23866**

6. The following are attached and made a part hereof:
- a) Rider To Lease, containing Paragraphs 6 through 35;
  - b) Section 1.0, Summary, subsections 1.1(E), 1.4, 1.5, 1.8, and 1.11;
  - c) Section 2.0, Award Factors and Price Evaluation, subsection 2.3;
  - d) Section 3.0, How to Offer and Submittal Requirements, subsections 3.2, 3.3, 3.5(B-C), and 3.6(B);
  - e) Section 4.0, Utilities, Services and Lease Administration, subsections 4.1 through 4.13;
  - f) Section 5.0, Design, Construction and Other Post Award Activities, subsections 5.1 through 5.14;
  - g) Section 6.0, , General Architecture, subsections 6.1 through 6.12;
  - h) Section 7.0, Architectural Finishes, subsections 7.1 through 7.14;
  - i) Section 8.0, Mechanical, Electrical, Plumbing, subsections 8.1 through 8.19;
  - j) Section 9.0, Fire Protection, Life Safety and Environmental Issues, subsections 9.1 through 9.12;
  - k) Section 10.0, Lease Security Standards; subsections 10.1 through 10.19;
  - l) Section 11.0, Special Requirements; subsection 11.1;
  - m) General Clauses, GSA Form 3517B, paragraphs 1 through 48;
  - n) Representations and Certifications, GSA Form 3518, paragraphs 1 through 9;
  - o) Exhibit A, floor plan of leased premises
7. Wherever the words "Offeror" or "Successful Offeror" appear in the 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 the "leased premises", "demised premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.
8. The Lessor shall construct the Premises as depicted by Exhibit A so as to deliver it in accordance with all of the requirements of this lease including, but not limited to, Section 11, *Special Requirements*, ready for occupancy by the Government, no later than forty five (45) working days after receiving the Tenant Improvement Notice to Proceed from the Government.
9. The term of this Lease shall commence upon substantial completion of all alterations specified in this Lease and run for a period of ten (10) years thereafter, subject to the termination rights as set forth below. The Commencement Date of the Lease shall be more particularly set forth in a Supplemental Lease Agreement (SLA) to this lease upon acceptance of the space by the Government pursuant to SFO Section 5.10, i.
10. The Government may terminate this lease at any time after the fifth (5<sup>th</sup>) year of the lease by providing at least one hundred and twenty (120) days written notice to the Lessor and no rental shall accrue after the date of termination. Said notice shall be computed commencing the day after the date of mailing.
11. The Lessor shall contribute a Tenant Improvement ("TI") Allowance of **\$277,007.41** towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 below. The Lessor's contribution toward the TI cost shall be amortized over the 5-year firm term of the lease at an interest rate of 8% per annum (**\$67,400.54** per annum), payable monthly. If the TI cost exceeds the Tenant Improvement Allowance of **\$277,007.41**, then the Government shall pay the Lessor the difference between **\$277,007.41** and the total TI cost in a one-time lump sum payment upon substantial completion of the TI and acceptance thereof by the Government subsequent to the submission of a proper invoice by the Lessor. In the event the TI cost is less than **\$277,007.41**, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 12 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
12. The Government shall pay the Lessor annual rental as follows:

For years 1 through 5 of the lease term, a total annual rental of **\$25.77 per RSF** for a total of **\$216,119.78** per annum at the rate of **\$18,009.98** per month in arrears; this annual rental includes **\$67,400.54** per annum for the amortization of the Lessor's contribution to the TI cost plus annual operating costs and adjustments referenced in Paragraph 14 below, and, **\$1,258.20** per annum for Lessor's

Initials:

Lessor

Government

amortized security costs. This annual rental shall be subject to adjustment as set forth in Paragraph 11 of this Rider above and Sections 3.2, 3.3, 4.3 and 4.4 herein. Rent for a lesser period shall be prorated.

For years 6 through 10 of the lease term, a total annual rental of \$20.58 per RSF or a total of \$172,625.04 per annum at the rate of \$14,385.42 per month in arrears, as modified for annual operating cost adjustments pursuant to SFO Section 4.3 *Operating Costs*. Rent for a lesser period shall be prorated.

13. For the purposes of the Real Estate Tax Adjustments pursuant to SFO Section 4.2, *Tax Adjustment*, the Government is deemed to occupy 3.04% of the rentable area of the Building. The base year of Real Estate Tax Adjustments shall be established upon lease commencement. The Real Estate Tax Base is hereby established to be \$28,461 (3.04% of \$936,216).
14. For the purposes of the Operating Cost Escalation pursuant to SFO Section 4.3, the base cost of services (BCOS) shall be **\$80,440.92** per annum or **\$9.59** per RSF.
15. Pursuant to SFO Section 4.6, *Overtime Usage*, the overtime rate for heating and air conditioning (HVAC) shall be \$85.00 per hour in overtime operation, however, this rate shall not include the operation of the twenty four (24) hour / seven (7) days a week Server Room, per SFO Section 11.0, *Special Requirements*. Charges for heating and cooling of the Server Room shall be provided as part of the rental consideration at no additional cost to the Government.
16. In accordance with the SFO paragraph 4.4 *Adjustment for Vacant Premises*, the adjustment is established as **\$1.50 per ABOA SF** of vacant space.
17. Each employee of the Lessor and/or its contractor(s) employed in 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 residency as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other information from the Immigration and Naturalization Services indicating that alien has the right to work in the United States. Lessor shall make reasonable efforts to ensure that all sub-contractors operating within the Building also complies with the provisions within this Paragraph. Reasonable efforts are limited to flowing down this clause to sub-contractors working in the Building
18. The Lessor shall not be reimbursed for any service not provided for in the Lease including, but not limited to repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the lease term specified in this Lease, unless approved in advance by a Contracting Officer of the U. S. General Services Administration.
19. Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 2.3, "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the ninth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] 7 adjusted Second Month's Rent.

Third Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Sixth Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

Seventh Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent.

Ninth Month's Rental Payment \$18,009.98 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent.

20. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.
21. To the extent of any inconsistency between the terms of this Rider and any of the attachments, the terms of this Rider shall govern.
22. The Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order, except to the extent that any deficiency is due to tenant negligence and not normal wear and tear in which case any maintenance, operation, repair or replacement will be at Government's expense. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government reasonable notice.
23. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or other designated representative of the U.S. General Services Administration.
24. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and Lessor.
25. The Government reserves the right to post Government rules and regulations where the Government leases space within the demised premises. Placement of such rules, regulations, and other signage will be limited to the Government's leased space or directly outside the entry door into the demised premises.
26. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs, maintenance, alterations, and overtime services, nor will any rental 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 U.S. General Services Administration.
27. If, during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:
  - a) A certified copy of the deed transferring title to the property from the Lessor to the new owner;
  - b) A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease;
  - c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;

- d) Documentation regarding the new Lessor's organizational structure. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give the names of all trustees and the recording date of the trust;
- e) Evidence of individuals authorized to sign lease documents and the letter adopting the lease.
- f) A letter from the new owner identifying the proper legal name(s) and address(es) of the new Lessor and payee.
- g) The new owner's employer identification or Social Security number and verification that the new owner is actively registered in the Central Contractor Registration (CCR) database.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and any related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with the other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

- 28. The Lessor will provide the name and telephone number of a designated representative that can be contacted to correct deficiencies. The Lessor shall immediately advise the Government of any change in the designated representative and furnish the Government with the name, address and telephone number of the successor within 24 hours.
- 29. As part of the rental consideration, the Lessor agrees to obtain any special use or occupancy permit that may be required from the municipality permitting the use and occupancy of the Premises by the Government.
- 30. The Government shall have access to the leased space on a 24 hour, 7-day a week basis.
- 31. If any term or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease or the application thereof of such term or provision to persons or circumstances other than those as which it is held invalid or unenforceable shall not be effected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 32. Section 3.7, Green Lease Submittals, is added to the SFO and reads as follows:

**GREEN LEASE SUBMITTALS (SEP 2010)**

**A. NO LATER THAN THE DUE DATE FOR FINAL PROPOSAL REVISIONS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

- 1. If this SFO requires a LEED® Certification, the name of the proposed LEED® Accredited Professional (AP) team member and qualifications document for integrative design practice.
- 2. Proof of the Energy Star label from EPA for the most recent year. For new construction, a Statement of Projected Energy Performance reflecting an Energy Star benchmark score of 75 or higher. Refer to "Energy Efficiency and Conservation" in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
- 3. If the offered building will not have an Energy Star label in accordance with one of the statutory exceptions listed in the "Energy Efficiency and Conservation" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted. If no improvements can be made, the offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "ENERGY EFFICIENCY AND CONSERVATION," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer. If the explanation is considered unreasonable, the offer may be considered technically unacceptable.

**B. AFTER AWARD, THE LESSOR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

- 1. Product Data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased space. This information must be submitted NO LATER THAN the submission of the Design Intent Drawings for the leased space, as outlined in the "Construction Schedule and Acceptance of Tenant Improvements" paragraph of the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
- 2. Material Safety Data Sheets (MSDS) or other appropriate documents upon request for products listed in the Indoor Air Quality During Construction paragraph.
- 3. Reuse Plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
- 4. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the ARCHITECTURAL FINISHES section of the SFO.
- 5. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of the SFO.
- 6. Construction Waste Management Plan: