

**LEASE NO. GS-02B-23976**  
**Building No. NJ 4566**

Succeeding/Superseding Lease  
GSA FORM L202 (January 2012)

This Lease is made and entered into between

**Centre Market Building, LLC**

("the Lessor"), whose principal place of business is 30 W. Monroe St., Suite 1700, Chicago, Illinois 60603, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the 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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**1100 Raymond Boulevard, Newark, New Jersey**

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.

**LEASE TERM**

To Have and To Hold the said Premises with their appurtenances for the firm term beginning May 1, 2012 and continuing through June 30, 2023,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such office and related purposes as determined by GSA.

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 LESSOR:**

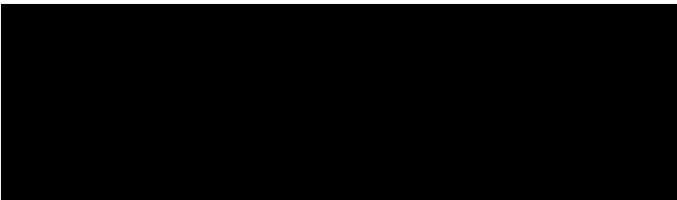
Centre Market Building, LLC

By: 

Name: 

Title: Manager

Date: APRIL 19, 2012



Lease Contracting Officer ("LCO")

Date: May 1, 2012

**WITNESSES:**

Name: BARBARA D. FEDOR

Title: ASSISTANT

Date: APRIL 19, 2012

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEPT 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this lease. These exceptions include, but are not limited to Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for 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:

Office and Related Space: 89,469 rentable square feet (RSF), yielding 76,051 ANSV/BOMA Office Area (ABOA) square feet of office and related space based upon a Common Area Factor of 1.1764%, located on the part of the 1<sup>st</sup> floor, the 2<sup>nd</sup> floor, and part of the 3<sup>rd</sup> floor and known as Suite(s) N/A, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

**1.02 EXPRESS APPURTENANT RIGHTS (SEPT 2011)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

- A. Parking: 77 parking spaces as depicted on the plan attached hereto as Exhibit B of which 77 shall be structured inside spaces reserved for the exclusive use of the Government, and 0 shall be surface parking spaces.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building 25 sq. ft. as currently provided for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment during the term of this Lease. Use shall not interfere with Lessor's use of its building and property and shall comply with local requirements and codes.

**1.03 RENT AND OTHER CONSIDERATION (SUCCEEDING) (SEPT 2011)**

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

	5/1/2012 – 6/30/2023	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$2,497,079.79	\$27.91
Total Annual Rent	\$2,497,079.79	\$27.91

B. 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.

C. Rent shall be paid to the 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.

D. The 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 "Paragraph 1.01 The Premises" created herein;
- 2. INTENTIONALLY DELETED
- 3. 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 Property, the Building, 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.
- 3. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

~~1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEPT 2011) INTENTIONALLY DELETED~~

~~1.05 TERMINATION RIGHTS (SUCCEEDING) (SEP 2011) INTENTIONALLY DELETED~~

**1.06 RENEWAL RIGHTS (SEPT 2014) INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED BY REFERENCE (SEPT 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	3	A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS	N/A	
SECURITY UNIT PRICE LIST	N/A	
GSA FORM 3517B GENERAL CLAUSES	48	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	D
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEPT 2014) INTENTIONALLY DELETED**

**1.09 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (SEPT 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 25 percent. The percentage of occupancy is derived by dividing the total Government space of 89,469 RSF by the total building space of 381,000 rentable square feet, which is agreed equals 25 percent.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$1,730,776.32.

**1.10 OPERATING COST BASE (SEPT 2014) INTENTIONALLY DELETED**

**1.11 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEPT 2011)**

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased 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 \$2.20 per ABOA sq. ft. of space vacated by the Government.

**1.12 HOURLY OVERTIME HVAC RATES (SEPT 2011)**

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

\$75.00 per hour per unit

Number of units: 6

**1.13 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. For the nine (9) existing supplemental HVAC units (HVAC units nos.: 6 (Old Wire Room), 7 (Base Area), 8 (Base Area), 9 (Wire Tap Room), 10 (Telco), 11 (Wiretap Equipment Room), 12 (3rd Floor Firebird Room), 13 (2nd Floor Firebird Room), and 14 (Video Lab)), the Government shall pay the Lessor for utilities 24/7 (24 hours per day seven (7) days per week) and for maintenance a total of \$177,323.00 per annum (\$14,776.92 per month) which shall be added to the annual rent; repairs and/or replacement are not included and shall be a Government expense. If additional supplemental HVAC units are added, all associated costs, including but not limited to the costs of the equipment, the installation, maintenance, repair, replacement, and operation (including utilities) shall be a Government expense.

**1.14 ADDITIONAL BUILDING IMPROVEMENTS (SEPT 2014) INTENTIONALLY DELETED**