## U.S. Government Lease for Real Property (Short Form)

**PART I - OFFER** (Offeror completes Section A, C and D; Government shall complete Section B)

**NOTE:** All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. 6NY0717, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

### A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

<table>
<thead>
<tr>
<th>1. NAME AND ADDRESS OF BUILDING</th>
<th>2. LOCATION(S) IN BUILDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>507 W 22nd Street, New York, NY 10011 - 75 Spaces</td>
<td>2a. FLOOR(S)</td>
</tr>
<tr>
<td>161 10th Avenue, New York, NY 10011 - 25 Spaces</td>
<td>N/A</td>
</tr>
</tbody>
</table>

- **2c. SQ. FT.**
  - RENTABLE N/A
  - ABOA N/A
  - Common Area Factor N/A

- **2d. TYPE**
  - GENERAL OFFICE
  - WAREHOUSE
  - OTHER (Specify) N/A

- **2e. NUMBER OF PARKING SPACES OFFERED**
  - STRUCTURED N/A / space

### B. TERM

- **3a.** To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 1 Year Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be May 1, 2017.

- **3b.** This Lease may be renewed at the option of the Government for a term of 1 YEAR at the rental rate(s) set forth below, provided notice is given to the Lessor at least 90 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

### C. RENTAL

- **4.** Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

<table>
<thead>
<tr>
<th>5a. AMOUNT OF ANNUAL RENT</th>
<th>5b. RATE PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>$618,000</td>
<td>$51,500</td>
</tr>
</tbody>
</table>

**RENTAL RATE BREAKDOWN**

<table>
<thead>
<tr>
<th>6. PARKING RENT</th>
<th>7. OPERATING RENT</th>
<th>8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)</th>
<th>9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)</th>
<th>10. TOTAL RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a. $618,000.00</td>
<td>7a. N/A</td>
<td>8a. N/A</td>
<td>9a. N/A</td>
<td>10a. $618,000.00</td>
</tr>
<tr>
<td>6b. $636,540.00</td>
<td>7b. N/A</td>
<td>8b. N/A</td>
<td>9b. N/A</td>
<td>10b. $636,540.00</td>
</tr>
<tr>
<td>6c. $655,636.20</td>
<td>7b. N/A</td>
<td>8c. N/A</td>
<td>9c. N/A</td>
<td>10c. $655,636.20</td>
</tr>
</tbody>
</table>

**11. TENANT IMPROVEMENT COSTS**

N/A

**12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS**

N/A

**13. HVAC OVERTIME RATE PER HOUR**

N/A

**14. ADJUSTMENT FOR VACANT PREMISES RATE ($/ABOA SF/YEAR)**

N/A
D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name
Edison NY Parking, LLC. DBA Edison ParkFast

15b. DUNS Number
079760576

15c. Address
520 8th Avenue, 19th Floor

15d. City
New York

15e. State
NY

15f. ZIP + 4
10018-4169

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☐ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

☐ OWNER ☐ AUTHORIZED AGENT ☐ OTHER (Specify)

18. OFFEROR ☐ Check if same as Recorded Owner

18a. NAME
Michael Guarnieri
Edison NY Parking, LLC.
DBA Edison ParkFast

18b. ADDRESS
520 8th Avenue, 19th Floor

18c. CITY
New York

18d. STATE
NY

18e. ZIP + 4
10018-4169

18f. Title
Regional Vice President

18g. E-mail address

18h. Telephone Number

18j. DATE SIGNED
2.24.17

PART II - AWARD (To be completed by Government)

1. This lease has an option year from 5/1/2020 - 4/30/2021 at an annual rent of $675,305.29.

2. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626 U.S. Government Lease for Real Property, (b) Supplemental Lease Requirements, (c) GSA Form 3517A General Clauses, and (d) GSA Form 3518 Representations and Certifications.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)
Eduardo Vidal

3b. SIGNATURE OF LEASE CONTRACTING OFFICER

3c. DATE
3/17/17
SECTION 1  GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01  DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A.  Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,600 RSF and 10,000 ABOA SF will have a CAF of 15% (11,600 RSF - 10,000 ABOA SF)/10,000 ABOA SF. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B.  Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

C.  Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

D.  Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (265.1-1096) provided by American National Standards Institute/Building Owners and Managers Association (ANSIBOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." Reference to ABOA mean ANSIBOMA Office Area.

1.02  PUBLIC TRANSPORTATION (SMALL) (SEP 2014)  PARAGRAPH INTENTIONALLY DELETED

Public transportation (for example, commuter rail, light rail, bus, or subway station) shall be located within the immediate vicinity of the Building, but generally not exceeding XX, as determined by the LCO.

1.03  AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party or, to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.04  HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

If the Lessor is a qualified HubZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HubZone SBC must spend at least 50% of the contract incurred for personnel on its own employees or employees of other qualified HubZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 126.6(c). If the Lessor is a HubZone joint venture, the aggregate of the qualified HubZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HubZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HubZone SBC on the date of award. If it is determined within 30 days after award that a HubZone SBC Offeror that has been awarded the Lease was not an eligible HubZone SBC at the time of award, and the HubZone SBC Lessor failed to provide the LCO with information regarding a change to its HubZone eligibility prior to award, the Lessor shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

1.05  WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.06  NOVATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.
The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the space after occupancy, the lessor shall submit to the government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.