

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

June 3, 2009

LEASE NO. GS-02B-23621

BLDG NO. NY7461ZZ

THIS LEASE, made and entered into this date by and between CP Associates, LLC
whose address is
7 Penn Plaza, Suite 618
New York, NY 10001

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 to be used for office and related purposes:

Thirty two thousand four hundred twenty five (32,425) rentable square feet of office space consisting of twenty six thousand eight hundred fifty (26,850) ANSI/BOMA Office Area square feet comprising the second, third and part of the fourth floor together with twenty (20) parking spaces at the building known and designated as 200 East 161st Street, Bronx, NY 10451 in accordance with the attached floor plan labeled Exhibit 'A', attached hereto and made a part hereof.

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 10 OF THE RIDER.

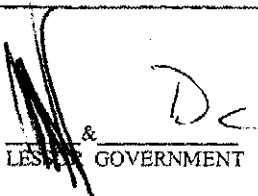
3. The Government shall pay the Lessor annual rent of \$ _____
at the rate of \$ _____ per _____ in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to: SEE PARAGRAPH 14 OF THE RIDER.

4. ~~The Government may terminate this lease at any time after the fifth (5) year 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:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease 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.~~

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

A. General building requirements in accordance with the following sections of this Lease:

1. Summary, Section 1.0;
2. Award Factors, Section 2.0;
3. Miscellaneous, Section 3.0;
4. General Architectural Requirements, Section 4.0;
5. Architectural Finishes Requirements, Section 5.0;
6. Mechanical, Electrical, Plumbing Requirements, Section 6.0;
7. Services, Utilities, Maintenance Requirements, Section 7.0;
8. Safety and Environmental Management Requirements, Section 8.0;
9. Lease Security Standards, Section 9.0;
10. Special Requirements, Sections 10 through 13;
11. Attachments A through D to Sections 11 and 13.

7. The following are attached and made a part hereof: SEE RIDER

8. ~~The following changes were made in this lease prior to its execution:~~

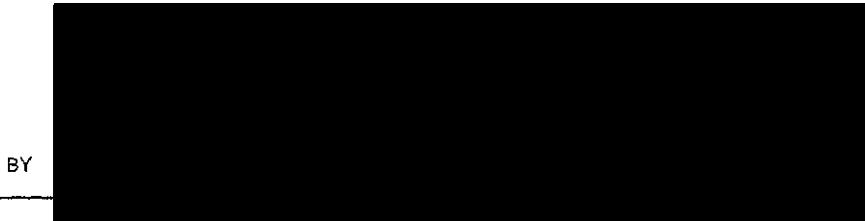
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.



J. H. ...
(Signature)

7 Penn Plaza Suite 618
(Address) N.Y. N.Y. 10019

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION



BY

Contracting Officer
(Official Title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

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contribution toward the TI cost will be amortized over one hundred twenty (120) months compounded at an interest rate of 5.5% per annum for a total tenant improvement rental of \$195,711.00 per annum or \$6.04 per rentable square foot/ 7.29 per ANSI/BOMA office area square foot. In the event the TI cost is less than \$1,502,794.00, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 14 below shall be reduced accordingly. Such rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement. The Government will reserve the right at any time to reimburse the Lessor with lump sum payments to buy down any or all portions of the tenant improvement cost.

14. The Government shall pay the Lessor a total annual rental of \$57.48 per rentable square foot for a total of \$1,863,789.00 per annum at the rate of \$155,315.75 per month paid in arrears. Annual rental includes \$6.04 per rentable sq. ft. (\$195,711.00 per annum) for the amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in Paragraph 13 above and shall be subject to CPI and tax adjustment pursuant to Paragraphs 18 and 19 of the Rider to the Lease and as set forth in Paragraphs 3.2 and 3.4 of Section 3.0. .

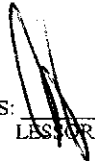

Rent for a lesser period shall be prorated. Rent payments shall be made in accordance with Paragraph 23 of the General Clauses.

15. As part of the annual base rental set forth in paragraph No. 14 above and at no additional cost to the Government, the Lessor hereby agrees to provide and install any Building Shell improvements and modifications required in order to comply with the requirements of paragraph 1.8 and other paragraphs where Building Shell is specifically designated in the lease.

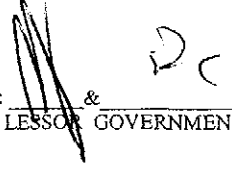
Such improvements shall not be considered to be part of the TI cost.

16. Twenty (20) indoor parking spaces in the parking garage shall be provided for the Government's use as a part of the annual rental.
17. With the exception of tenant electricity and gas, which shall be directly metered, all services, maintenance and utility costs, as specified in Section 7 of this Lease, are included in the rental consideration and shall be provided by the Lessor in accordance with the specifications in this lease at no additional cost to the Government.

The Lessor will install a direct meter to measure the Government's electrical consumption in the Leased Premises. The direct meter shall be installed and maintained by the Lessor, at the Lessor's sole expense, and shall remain in good order and condition throughout the term of the Lease. There will be no overtime rate for electricity. The Government will enter into a contract directly with the utility company only.

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18. For the purposes of the Real Estate tax adjustment, in accordance with Section 3.0, paragraphs 3.2 and 3.3 of the lease, the Government will occupy 60.58% of the rentable area of the building. The Block and Lot number for this building are: Block 2448, Lot 91.
19. For the purposes of the Operating Cost Escalation, in accordance with Section 3.0, paragraph 3.5 of the Lease, the base cost of services shall be \$278,393.00 per annum or \$8.59 per rentable square feet or \$10.37 per ANSI/BOMA office area square feet.
20. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 3.11 of the lease, the rent shall be reduced by \$2.85 rentable square feet or \$3.44 per ANSI/BOMA office area square feet.
21. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved DIDs and the construction of the leased premises as required by this Lease, including but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.
22. The Lessor will provide and install 10 lbs. ABC multipurpose fire extinguishers throughout the leased premises at such locations that the maximum traveled distance from any point to an extinguisher is fifty (50) feet. A sign should be placed above the extinguisher so its location is apparent from a distance. The Lessor shall insure that the leased premises comply with all applicable fire and life safety provisions.
23. Pursuant to Section 7.0, paragraph 7.6 "Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours of 7:15 a.m. to 5:00 p.m., Monday through Friday, in accordance with the specifications set forth in this Lease.
24. Lessor shall make all reasonable efforts to perform any alterations, maintenance and/or repair work outside the demised premises in such a manner as to minimize disruption or disturbance to the Government's operations. Lessor agrees to complete such work in a manner that does not cause any safety hazards.
25. Wherever the words "Offeror" or "Successful Offeror" appear in this 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 "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
26. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby

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and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. Each employee of the Lessor and/or its contractor(s) employed in connection with 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 residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
28. 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 shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
- a) a certified copy of the deed transferring title to the property from the owner 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 the transfer, provided that the Government is current on rent and all other obligations under this Lease. Lessor acknowledges that the Government pays rent one month in arrears;
 - d) the new owner's taxpayer identification number or Social Security number;
 - e) the new owner's full legal name. 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 names of all trustees and the recording date of the trust.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment 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 related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be effected, 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 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.

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29. The Lessor shall not be reimbursed for any services 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 and in writing by an authorized official of the General Services Administration (GSA) or otherwise herein provided.
30. All questions pertaining to this Lease contract shall be submitted in writing to the GSA Contracting Officer. The Government occupant is not authorized to administer this lease contract, and GSA assumes no responsibility for any costs incurred by the Lessor except as provided by the term of the Lease contract or authorized in writing by the GSA Contracting Officer. 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 officers or employees of GSA or personnel authorized by the Contracting Officer.
31. The Lessor shall 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 name, address, and telephone number of the successor within 24 hours.
32. The Lessor shall ensure that adequate signage is provided as appropriate. The government shall have the right to approve the subject sign(s) and its placement in the building.
33. The Government may require the Lessor to install an antenna or satellite dish. The Government shall fund the installation of the equipment and obtain all the required permits should the Government elect to install the equipment. Refer to Attachment C to Special Requirements Sections of the Lease for detailed information on equipment and its installation.
34. The Lessor must be registered in the Central Contractor Registration (CCR) System. The CCR is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Lessor shall register via the internet at <http://www.ccr.gov>. To remain active, the Lessor is required to update or renew its registration annually.

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