

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUN 27 2011

LEASE NO. GS-02B-23847
BUILDING NO. NY7529

THIS LEASE, made and entered into this date by and between Jamaica Center Holding Co., Inc, whose address is 90-04 161 Street, Jamaica, NY, 11432-6103 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:

5225 rentable square feet of office space consisting of 4350 ANSI/BOMA office area square feet on the partial first floor, and at no additional cost to the Government, an additional 573 USF on the partial first floor and 541 USF on the Mezzanine of the building known as Borough Office Building located at 90-02 161 Street, Jamaica, NY, 11432-6108 (the "Building), in accordance with the attached drawings indicating the leased premises and labeled Exhibit "A" attached hereto and made a part hereof to be used as office space by the US Probation Office. This lease shall also include five (5) reserved/structured parking spaces located at 90-15 Parsons Blvd, Jamaica, NY, 11432.

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 8 OF THE RIDER attached hereto and made part hereof (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 10 OF THE RIDER

4. The Government may terminate this Lease in whole or in part anytime after the 5th year of this lease by giving at least one-hundred and twenty (120) days written notice to the Lessor and no rental shall accrue after the effective date of the termination. In addition, the Government may terminate the parking spaces under this Lease in whole or in part at any time by giving at least sixty (60) days notice and no rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of mailing.

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

SEE RIDER

6. The following are attached and made a part hereof:

SEE RIDER

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

LESSOR Jamaica Center Holding Co., Inc.
[Redacted Signature]

Andrew M. Manohel
Executive Vice President

BY [Redacted Signature] _____
(Signature)

(Title)

IN PRESENCE OF:

[Redacted Name]

90-04 161st Street, Jamaica, NY 11432
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[Redacted Name]

Contracting Officer
(Official title)

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RIDER TO LEASE NO. GS-02B-23847

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, containing paragraphs 7 through 21;
 - b. Section 1.0 Summary, paragraphs 1.1 through 1.3;
 - c. Section 2.0, How to Offer and Submittal Requirements, paragraph 2.1 through 2.14;
 - d. Section 3.0 Design, Construction, And Other Post Award Activities 3.1 through 3.12;
 - e. Section 4.0, General Architecture, paragraphs 4.1 through 4.11;
 - f. Section 5.0, Architectural Finishes, paragraphs 5.1 through 5.15;
 - g. Section 6.0, Mechanical, Electrical, Plumbing, paragraphs 6.1 through 6.18;
 - h. Section 7.0, Fire Protection, Life Safety, and Environmental Issues, paragraphs 7.1 through 7.11;
 - i. Section 8.0, Lease Security Standards, paragraphs 8.1 through 8.17;
 - j. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 - k. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11;
 - l. Exhibit "A" US Probation and Pretrial Services Offices Design Guide (9 pages).
 - m. Exhibit "B" Probation and Pretrial Services Security Guide (4 Pages)
 - n. Exhibit "C" Demised Premises (1 Page);
8. The term of this Lease shall commence upon execution and shall run for a period of ten (10) years from the Rent Commencement Date. The Rent Commencement Date shall occur upon substantial completion of all alterations that will be specified in the construction documents and shall be more particularly set forth by a Supplemental Lease Agreement. However, in no event shall the Rent Commencement Date occur prior to October 1, 2011.
9. The Tenant Improvements ("TI") shall include all work necessary to prepare the premises for Tenant's use and occupancy as set forth herein. The Lessor agrees to contribute a TI Allowance of \$263,766.74 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 10 below. The Lessor's contribution toward the TI cost will be amortized over the 5-year term of the Lease together with interest at a rate of 8.00% per annum (\$64,178.86 per annum). If the TI cost exceeds \$263,766.74 then the Government shall have the option to either (i) pay the Lessor the difference between \$263,766.74 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) reduce the Tenant Improvement requirements. In the event the TI cost is less than \$263,766.74, 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. 10 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
10. The Government shall pay the Lessor annual rent of \$221,764.86 at a rate of \$18,480.41 per month in arrears for years 1 through 5, which includes \$64,178.86 per annum for the amortization of the Lessor's contribution to the TI cost; \$157,586.00 per annum at a rate of \$13,132.17 per month in arrears for year 6 plus accrued operating cost escalations; and \$173,261.00 per annum at a rate of \$14,438.42 per month for years 7 through 10 plus any accrued operating cost escalations.

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11. This lease shall include five (5) reserved parking spaces for the Government for official vehicles and employee parking. These five (5) parking spaces shall be self-park at a cost of \$171.00 per space per month, for a total of \$10,260.00 per annum at a rate of \$855.00 per month in arrears, which is in addition to the annual rent stated in Paragraph 10 above. All of the parking spaces shall be located with the garage located at 90-15 Parsons Blvd, Jamaica, NY, 11432 which is owned and operated by Jamaica First Parking LLC. The Dedicated/Self Park Spaces shall have keycard access to the garage 24 hours a day, seven days a week. These five (5) parking spaces shall be terminable in whole or in part in accordance with Paragraph 4 of this Lease.

Rent for a period of less than one month shall be prorated. Rent shall be made payable to:

Greater Jamaica Development Corporation
90-04 161 Street, Jamaica, NY 11432-6103

12. As part of the annual base rental rate set forth in Paragraph No. 10 above and at no additional cost to the Government, the Lessor shall provide and/or install any Building Shell modifications required in order to comply with the requirements of SFO **Section 1.3** and other paragraphs where Building Shell is specifically designated in the lease, including but not limited to:

- Modify the main entrance so that it complies with ABAAS;
- Modify or add bathrooms within the space in order to comply with ABAAS;
- Perform the following cost effective energy efficiency and conservation improvements in order to comply with the Energy Independence And Security Act of 2007:
 - a. Installation of new EISA-2007 approved 2'x4' T8 lay in light fixtures with the Leased space.
 - b. Replacement of restroom fixtures with Low Flush valves to reduce water consumption.
 - c. Install building insulation and seal to enhance equipment performance and reduce energy consumption.
 - d. Install a new ENERGY STAR qualified air handler for even distribution of cooling and heating throughout the space.
 - e. Insulating HVAC duct work and mechanical equipment.

13. HVAC services during Normal Hours, as defined in SFO **Section 2.6** of the Lease, cleaning and maintenance of the premises, and utility costs for the common areas of the Building are included in the rental consideration. Except as otherwise provided herein, services, utilities, HVAC and maintenance shall be provided by the Lessor in accordance with the specifications in this Lease at no additional cost to the Government.

14. The Lessor shall provide separate, direct meters at no cost to the Government in accordance with SFO **Section 2.8** entitled "Utilities Separate From Rental/Building Operating Plan (AUG 2008)" for electric usage for lights, power, and office machines within the Government's leased premises only and shall not include the common areas of the premises. Charges for the Government's consumption of electricity shall be paid directly to the utility company.

15. During the development of the design and once the mechanical systems have been clearly defined, asbestos and lead surveys may be required at the Lessor's sole expense. If areas of the space are found to have lead or asbestos, the Lessor agrees to abate such hazardous materials at its sole cost.

16. 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".
17. 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.
18. The Lessor shall not be reimbursed for, nor shall the Lessor be obligated to provide, any services not expressly provided for in the Lease including, but not limited to, repairs and alterations, nor will any rent 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.
19. Given the Lessor is a Not-For-Profit Corporation and is not subject to Real Estate Taxes, Real Estate Tax adjustments shall not apply to this Lease for the Government's proportionate share of the building.
20. This Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration
21. The Lessor shall not be entitled to a project management fee.
22. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.

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