

STANDARD FORM 2  
FEBRUARY 1985 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

8/4/2011

LEASE NO.

LNY23878

BUILDING NO.

NY6412

THIS LEASE, made and entered into this date by and between GRE 1600 Stewart Avenue LLC

whose address is c/o M Force Realty  
1600 Stewart Avenue #109  
Westbury, NY 11590

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:

4,225 rentable square feet (rsf) / 3,380 ANSI BOMA office area square feet (ABOASF) of office and related space located on part of the second floor of the building known and designated as 1600 Stewart Avenue, Westbury, New York 11590-6696 as shown on the demising plans labeled Exhibit "B" attached hereto and made a part hereof, to be used for office and related purposes.

As part of the annual rent stated in Paragraph 11 the Lessor has included three (3) surface parking spaces located adjacent to the building.

2. ~~TO HAVE AND TO HOLD~~ the said premises with their appurtenances for the term beginning on

**SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE**

~~through~~ \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.

3. ~~The Government shall pay the Lessor annual rent of~~

\$ \_\_\_\_\_

**SEE PARAGRAPHS 11 and 12 OF THE RIDER TO THIS LEASE**

~~at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears.~~

~~Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

**SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE**

4. ~~The Government may terminate this lease at any time by giving at least \_\_\_\_\_ 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.~~

**INTENTIONALLY DELETED**

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:

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7. The following are attached and made a part hereof:  
The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE

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

LESSOR G

BY

*President mForce Realty LLC as agent* (Signature)

IN

UNIT

L SERVICES ADMINIS

BY

Contracting Officer  
(Official title)

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7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 30,
  - b. Section 1: Summary, Paragraph 1.1,
  - c. Section 2: Award Factors and Price Evaluation, Paragraph 2.1,
  - d. Section 3: How to Offer and Submittal Requirements, Paragraphs 3.1 through 3.3,
  - e. Section 4: Utilities, Services and Lease Administration, Paragraphs 4.1 through 4.13,
  - f. Section 5: Design, Construction, and Other Post Award Activities, Paragraphs 5.1 through 5.14,
  - g. Section 6: General Architecture, Paragraphs 6.1 through 6.12,
  - h. Section 7: Architectural Finishes, Paragraphs 7.1 through 7.14,
  - i. Section 8: Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.19,
  - j. Section 9: Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12,
  - k. Section 10: Lease Security Standards, Paragraphs 10.1 through 10.15,
  - l. General Clauses - GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48,
  - m. Representations & Certifications - GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11,
  - n. Government Design Intent Drawings, Exhibit "A"
  - o. 2<sup>nd</sup> Floor Plan, Exhibit "B"
  - p. Ground Floor (Egress) Plan, Exhibit "C"
  - q. Proposed ABAAS Compliance Plan to the Common Restrooms on 2<sup>nd</sup> Floor, Exhibit "D"
8. The term of this Lease shall commence upon completion of the alterations to the leased premises by the Lessor and acceptance thereof by the Government as substantially complete and run for a period of five (5) years firm term thereafter. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
9. As part of the rental consideration, stated in paragraph 11, the Lessor agrees to proceed with due diligence to provide all labor and materials necessary to perform all alterations and installations in accordance with this lease, including but not limited to the Government's Design Intent Drawings labeled Exhibit A, attached hereto and made a part hereof. Any work referenced as Shell Work and Tenant Improvements is hereby deemed to be included in the annual rental amount specified in paragraph 11.
10. The space leased to the Government must contain the required ANSI/BOMA office area square feet (ABOASF) specified in Paragraph 1 of the SF2 of this lease. In no event shall the Government pay for more than 3,380 ABOASF of office space.
11. The annual rental amount for years 1 through 5 is \$140,734.75 per annum (\$11,727.90 per month) (\$33.31 rsf/\$41.63 ABOASF) subject to annual operating cost escalations as specified in Paragraph 4.3 of this Lease.
12. 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 2.1, "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 2.1 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 11 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 *fourth* month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$11,727.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$11,727.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$11,727.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$11,727.90 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

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13. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rental shall be made payable to GRE 1600 Stewart Avenue LLC, c/o M Force Realty LLC, 1600 Stewart Avenue, #109, Westbury, New York, NY 11590.
14. For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of this Lease, the annual base cost of services is \$29,400.20 (\$6.96 rsf / \$8.69 ABOASF).
15. The Lessor agrees to provide all services, utilities, and maintenance as set forth in Sections 1 through 10 of this lease including, but not limited to, heating, ventilation, water and sewer charges, and electricity for lights, power and air conditioning. The Lessor will maintain, repair, and if necessary replace the HVAC unit(s) and gas heating units servicing the premises.
16. Pursuant to Paragraph 4.6 of the Lease "Overtime Usage", the overtime charge for heating, ventilating, and air-conditioning beyond the Government's normal hours of operation shall be calculated at the rate of \$25.00 per hour. Normal hours for services, utilities and maintenance are 7:00AM to 5:00 PM except Saturdays, Sundays, and federal holidays. There is no additional cost to provide HVAC to 24/7 rooms (LAN).
17. For the purposes of tax adjustments in accordance with Paragraph 4.2 of this Lease, the Government's percentage of occupancy is 1.9316% of the building.
18. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the annual rent shall be reduced by \$1.20 rsf / \$1.50 ABOASF.
19. Prior to occupancy and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on [www.gsa.gov/leasing](http://www.gsa.gov/leasing) under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.
20. The Lessor attests that all work required to bring the offered space into full compliance with applicable fire safety criteria and handicapped accessibility requirements will be completed at the Lessor's sole expense prior to the Government's acceptance of the offered space under the terms of this Lease and within the delivery timeframe indicated herein. Furthermore, as part of the shell rent and in accordance with paragraph 8.6 of this lease, per Exhibit "D" the Lessor shall provide separate toilet rooms for both men and women within the common area that are fully compliant with Architectural Barriers Act Accessibility Standard (ABAAS).
21. 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 the 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."
22. Each employee of the Lessor and/or its contractor(s) 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.
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 employees of the General Services Administration or personnel authorized by the Contracting Officer.
24. 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.
25. In accordance with Paragraph 14 of the General Clauses, 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. 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 a minimum of 24 hours advance notice if access to the

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leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.

26. The Government shall have 24-hour/7-day access to the leased premises.
27. In the event of any conflict or inconsistency between the SFO, the rider and approved construction drawings it is agreed that the rider and the approved construction drawings shall control and govern.
28. The Government shall have the right to install a security system in the leased premises.
29. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
30. The Lessor shall have a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations.

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