

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

8/4/11

LEASE NO.

GS-09B-02733

THIS LEASE, made and entered into this date by and between ONE NORTH CENTRAL, LLC

Whose address is 1221 AVENUE OF THE AMERICAS
New York, NY 10020

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
A total of 6,222 rentable square feet (RSF) of office and related space, which yields 5,457 ANSI/BOMA Office Area square feet (USF) of space at One North Central Avenue, One North Central Avenue, Phoenix, AZ 85004-4414 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are six (6) structured parking spaces for exclusive use of Government employees and patrons.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. PARAGRAPH 3 IS INTENTIONALLY OMITTED
4. The Government may terminate this lease in whole or in part effective any time on or after the ten (10) year firm term of the lease giving at least 90 days' prior notice in writing to the Lessor. 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. PARAGRAPH 5 IS INTENTIONALLY OMITTED

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

LESSOR: ONE NORTH CENTRAL, LLC

BY Hisato Kawasaki
(Signature)

President
(Title)

IN PRESENCE OF

(Signature)

1221 Avenue of the Americas 17FL New York, NY
(Address) 10020

UNITED STATES OF AMERICA

BY Susan Nungul
(Signature)

Contracting Officer, General Services Administration
(Official Title)

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings; provided that the Government shall make payments for lump sum items identified in Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0AZ2192 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
7. The following are attached and made a part hereof:

All terms, conditions and obligations of the Lessor and the Government as set forth in the following:

- A. Solicitation for Offers 0AZ2192 (pages 1-41) (all references to SFO shall also refer to any Special Requirements and Amendments);
 - B. Special Requirements (29 pages)
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - E. Sheet No. 1-2 containing Paragraphs 9-20
8. The following changes were made in this lease prior to its execution:

Paragraphs 2, 3 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 17 have been added.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

LESSOR

UNITED STATES OF AMERICA

BY

SP.K
(Initial)

BY

SP
(Initial)