

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

12/30/2009

LEASE NO.

GS-02B-23738

THIS LEASE, made and entered into this date by and between **Greenway Plaza Office Park 2, LLC**

whose address is 135 Pinelawn Road - Suite 140 North
Melville, NY 11747-3198

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 by the United States Government:

Five thousand nine hundred five (5,905) rentable square feet of office space consisting of four thousand seven hundred ten (4,710) ANSI/BOMA Office Area square feet located on the 3rd floor of the three-story building known and designated as Two Greenway Plaza, 145 Pinelawn Road, Melville, New York 11747 in accordance with the 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 11 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 13 OF THE RIDER.

4. ~~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.~~

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

SEE PARAGRAPH 9 OF THE RIDER

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

The General Provisions and Instructions (Standard Form 2 - A _____ edition).

SEE PARAGRAPH 8 OF THE RIDER.

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

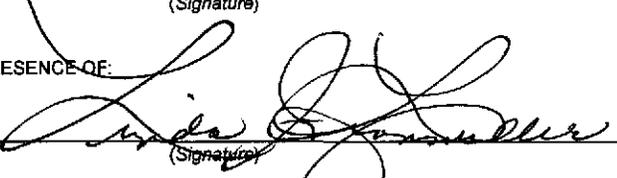
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY 
(Signature)

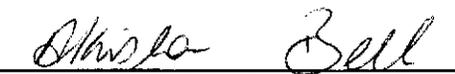
MANAGING MEMBER
(Title)

IN PRESENCE OF:


(Signature)

135 PINELAWN ROAD, STE. 140 NORTH
MELVILLE, NY 11747-3198
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY 
(Signature)

Contracting Officer
(Official title)

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8. The following are attached hereto and made a part hereof:

- a) Lease Rider, Paragraphs 8 through 29,
- b) Section 1.0: Miscellaneous, Paragraphs 1.1 through 1.6,
- c) Section 2.0: Utilities, Services, and Lease Administration, Paragraphs 2.1 through 2.14,
- d) Section 3.0: Design, Construction, and Other Post Award Activities, Paragraphs 3.1 through 3.15,
- 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, Paragraph 6.1 through 6.19,
- h) Section 7.0: Fire Protection, Life Safety, and Environmental issues, Paragraph 7.1 through 7.12,
- i) Section 8.0: Lease Security Standards, Paragraph 8.1 through 8.23,
- j) Section 9.0: Special Requirements, Paragraph 9.1,
- k) General Clauses, GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48,
- l) Representations and Certifications, GSA Form 3518 (Rev. 7/04), Paragraphs 1 through 11,
- m) Exhibit "A" floor plan of the demised premises,
- n) Exhibit "B" plan for renovation of existing restrooms.

9. The Lessor, immediately after award of this lease, shall commence, and thereafter proceed with due diligence until completion, the alterations to construct and/or renovate space on the third floor consisting of 5,905 rentable square feet (4,710 ANSI/BOMA Office Area square feet) as described in Exhibit "A" and shall deliver the space to be leased by the Government and all appurtenant areas, ready for occupancy, in accordance with the requirements and specifications included in this lease, including but not limited to the Design Intent Drawings provided in compliance with paragraph 3.11 and Exhibits "A" and "B", attached hereto and made a part hereof.

10. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the Design Intent Drawings and the construction of the leased premises as required by this Lease, including, but not limited to, HVAC requirements, lighting placement, plumbing and fire and life safety requirements.

11. The term of this Lease shall commence upon completion of the construction of alterations specified in this Lease and Design Intent Drawings to be provided by the Government and acceptance of the space by the Government as substantially complete (terms and conditions for acceptance of the space are outlined in paragraph 3.11) and run for a period of ten (10) years thereafter. The Government shall have the right to terminate this lease, without penalty, at any time after the fifth (5th) lease year upon giving 180 days written notice to the Lessor. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.

12. The Lessor agrees to contribute a Tenant Improvement (TI) Allowance of \$178,394.08 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 13 below. The Lessor's contribution toward the TI cost will be amortized over the initial 5-year firm term of the lease compounded at an

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interest rate of 7.00% per annum (\$7.178493 per rentable square foot per annum). If the TI cost exceeds \$178,394.08 then the Government shall have the option to either (i) pay the Lessor the difference between \$178,394.08 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) have the right to amortize the difference into the rent in the same manner as set forth above or (iii) reduce the TI requirements. In the event the TI cost is less than \$178,394.08, 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. 13 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be more specifically set forth in a Supplemental Lease Agreement.

13. The Government shall pay the Lessor an annual rental as follows:

For years 1 through 5 of the lease term a total rental of \$44.018493 per rentable square foot for a total of \$259,929.20 per annum at the rate of \$21,660.77 per month in arrears; which annual rental includes \$7.178493 per rentable square foot (\$42,389.00 per annum) for the interest and amortization of the Lessor's contribution to the TI cost. This annual rental shall be subject to adjustment as set forth in Paragraph 12.

For year 6 through 10 of the lease term a total annual rental of \$40.57 per rentable square foot for a total of \$239,565.85 per annum at a rate of \$19,963.82 per month in arrears as adjusted by accrued operating cost escalations; which annual rental excludes \$7.178493 per rentable square foot (\$42,389.00 per annum) for the interest and amortization of the Lessor's contribution to the TI cost.

This annual rental shall be subject to adjustment as set forth in Paragraph 12 above.

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

Greenway Plaza Office Park 2, LLC,
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14. The space leased to the Government must contain the required 5,905 rentable square feet (4,710 ANSI/BOMA Office Area square feet) on the 3rd floor. In no event shall the Government pay for more than 5,905 rentable square feet (4,710 ANSI/BOMA Office Area square feet) on the 3rd floor.

15. In accordance with Paragraph 2.3 of this lease, the annual rental is subject to operating cost escalations on 4,710 ANSI/BOMA Office Area square feet (5,905 rentable square feet). The base cost of services is \$15.03 per ANSI/BOMA Office Area square foot (\$11.99 per rentable square foot) or \$70,791.30 per annum.

16. All services, utilities and maintenance are included in the rental consideration. It is specifically understood and agreed that the only additional equipment (other than normal office equipment) included in the rent is a one (1) ton 12,000 BTU Mitsubishi supplemental air conditioning unit and the window film specified in this Lease.

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17. In accordance with Paragraph 2.6, the Overtime Rate for heating and air conditioning beyond the Government's normal working hours (see Paragraph 2.5) is \$56.70 per hour per zone during the summer (May 1st to October 31st) and \$39.60 per hour per zone during winter (November 1st to April 30th). There shall be no overtime charges payable by the Government for the room requiring 24 hour, 365 days per year, HVAC utilizing the one (1) ton 12,000 BTU unit specified above.

18. The Government shall be notified 24 hours in advance if access to the 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 cannot be provided, a written explanation must be provided to the Government on the next business day.

19. 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.

20. 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 U.S. General Services Administration.

21. 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 to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22. 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 (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- A certified copy of the deed transferring title to the property from the Lessor to the new owner;
- A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease;
- A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
- The new owner's employer identification or Social Security number;
- The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties 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.

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- The new owner must provide a DUNS number

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, 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 any related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, 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 the 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 the Contracting Officer receives all documentation.

23. 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."

24. 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 the 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.

25. The Government shall have the right to install a security system in the leased premises, at its sole cost and expense.

26. The Government, at no additional cost, shall have the right to install an antenna or satellite dish on the building.

27. The Lessor, at its own expense and prior to Government's occupancy, shall renovate existing restrooms on the 3rd floor in accordance with the Architectural Barriers Act Accessibility Standard and in compliance with Paragraph 1.1 and Exhibit "B", attached hereto and made a part hereof.

28. For the purposes of tax adjustments in accordance with Paragraph 2.2 of this Lease, the Government's percentage of occupancy is 5.83% of the building.

29. The Lessor and the Government acknowledge that neither has dealt with any broker or other intermediary in connection with this leasing transaction.

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