

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 15, 2010

LEASE NO. GS-02B-23759 / BUILDING NO. NY7363

THIS LEASE, made and entered into this date by and between **OLD SLIP PROPERTY LLC**

whose address is: c/o Beacon Capital Partners, 200 State Street, 5th Floor, Boston, MA 02109-2605

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:

Twenty-three thousand four hundred four (23,404) rentable square feet (RSF) yielding fourteen thousand nine hundred forty-one (14,941) ANSI/BOMA Office Area square feet, of office and related space on the thirty-fifth (35th) floor in the building known and designated as Financial Square, 32 Old Slip, New York, New York 10005-3500 ("Building"), as shown on the floor plan labeled "Attachment A" attached hereto and made a part hereof ; together with the right by the Government to use eighteen (18) reserved parking spaces located in the Building, as shown on the plan labeled "Attachment B" attached hereto and made a part hereof (together known as the "Premises"). The total annual rental rate in paragraph 11 below is based on Government's occupancy of the entire thirty-fifth (35th) floor of the Building, and there shall be no adjustment to the annual rent should the Government or Lessor decide to re-measure the space.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on:

SEE ATTACHED RIDER PARAGRAPH 8

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

SEE ATTACHED RIDER PARAGRAPH 11

4. ~~The Government may terminate this lease in whole or in part at any time~~

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

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

LESSOR
OLD SLIP PROPERTY LLC

BY *[Signature]*
(Signature)

IN PRESENCE OF

[Signature]
(Signature)

Philip T. Brennan Jr
MANAGING DIRECTOR OF BEACON CAPITAL PARTNERS LLC
AGENT FOR LESSOR
(Title)
200 STATE ST.
BOSTON MA 02109
(Address)

UNITED STATES OF AMERICA

BY *[Signature]*
(Signature)

Contracting Officer, General Services Administration
(Official Title)

*PR
SW*

RIDER TO LEASE No: GS-02B-23759

6. The following are attached and made a part hereof:
- a) Rider To Lease, containing Paragraphs 6 through 43;
 - b) Section 1.0, Summary, paragraphs 1.1 through 1.12;
 - c) Section 2.0, Award Factors and Price Evaluation, paragraphs 2.1 through 2.5;
 - d) Section 3.0, How to Offer and Submittal Requirements, paragraphs 3.1 through 3.7;
 - e) Section 4.0, Utilities, Services and Lease Administration, paragraph 4.1 through 4.14;
 - f) Section 5.0, Design, Construction and Other Post Award Activities, paragraph 5.1 through 5.13;
 - g) Section 6.0, , General Architecture, paragraphs 6.1 through 6.10;
 - h) Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.14;
 - i) Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.19;
 - j) Section 9.0, Fire Protection, Life Safety and Environmental Issues, paragraphs 9.1 through 9.12;
 - k) Section 10.0, Lease Security Standards, paragraphs 10.1 to 10.17;
 - l) Section 11.0, Special Requirements, paragraph 11.1;
 - m) Exhibit "A," Government Office Space Requirements Package, New York Field Division Office, pages 1-12;
 - n) Exhibit "B," Government Office Space Requirements, pages 1 - 21;
 - o) Exhibit "C," Cleaning and Janitorial Services, paragraphs 1 through 6;
 - p) Exhibit "D," Building Rules and Regulations, paragraphs 1 through 24;
 - q) Exhibit "E," Parking Rules and Regulations, paragraphs A through R;
 - r) General Clauses, GSA Form 3517B, paragraphs 1 through 48;
 - s) Representations and Certifications, GSA Form 3518, paragraphs 1 through 11;
 - t) Small Business Subcontracting Plan, pages 1-9;
 - u) Attachment "A," thirty-fifth (35th) floor plan depicting the demised premises;
 - v) Attachment "B," diagram depicting the parking area.
7. The Lessor shall construct the Premises so as to deliver the space in accordance with all of the requirements of this Lease ready for occupancy by the Government, no later than ninety (90) working days after receiving the Tenant Improvement Notice to Proceed from the Government, as set forth in paragraph 5.9 of the SFO to this lease.
8. The term of this Lease shall commence upon Substantial Completion of all alterations specified in this Lease and shall run for a period of ten (10) years thereafter, subject to the termination right set forth below. The Commencement Date of the Lease shall be more particularly set forth in a Supplemental Lease Agreement (SLA) to this lease.
9. The Government shall have a one-time right to terminate this Lease in whole or in part between the fifth (5th) and sixth (6th) anniversaries of the lease by giving at least 270 days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.
10. The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$60.63 per ANSI/ BOMA Office Area square foot, or \$905,872.83, towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 11 below. The Lessor's contribution toward the TI cost shall be amortized over the five (5) year firm term of the lease at an interest rate of 5.75% per annum (\$8.93 per RSF per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$60.63 per USF, then the Government shall have the option to either
- 1. reduce the Tenant Improvement requirements,
 - 2. pay lump sum for the overage upon completion and acceptance of the improvements, or
 - 3. increase the rent according to the negotiated amortization rate over the firm term of the lease; provided, however, the rent shall not be increased by more than the amount necessary to amortize an additional \$10.00 per ANSI/ BOMA Office Area square foot.
- In the event the TI cost is less than \$60.63 per ANSI/ BOMA Office Area square foot, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in Paragraph No. 11 below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
11. The Government shall pay the Lessor annual rental as follows:

INITIALS: fb & SW
LESSOR GOVERNMENT

"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 the "leased premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.

19. Each employee of the Lessor and/or its contractor(s) employed in the operation of the Leased Premises shall be (1) citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residency as evidenced by Alien Registration Receipt Card Form I-151; or (3) an alien who presents other information from the Immigration and Naturalization Services that employment will not effect his/her immigration status.
20. If during the term of the Lease, including extension, the title to this property is transferred to another person by either sale, foreclosures, condemnation or other transaction, the Lessor (transferor) 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 of the property from the Lessor 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 the Government is current on rent and all other obligations under the Lease. The Lessor acknowledges that the Government pays rent one (1) 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 the names of all general partners and identify which state the limited partnership was created in. If a realty trust, give the names of all trustees and the recording date of the trust.

Lessor shall use commercially reasonable efforts to deliver the foregoing information to the Government by the fifteenth (15th) day of the month in which the transfer will be affected. Until such information is delivered to the Government, pursuant to Section 4.13 (f), the rent will continue to be processed to the Lessor. Initial rent payments to the new owner will be processed on the first day of the second month following delivery of all the required information. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), the full contract rent for that month will be forwarded to the Lessor.

21. The Lessor shall not be reimbursed for any service 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 by a Contracting Officer of the U. S. General Services Administration.
22. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than officers and employees of the U. S. General Services Administration or personnel authorized by the Contracting Officer.
23. The following paragraphs modify the SFO, Exhibit A and Form 3517B of this Lease. To the extent of any inconsistency between the terms of this Rider and any of the other provisions of this Lease, the terms of this Rider shall govern.
24. Schedule of Services: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 4.10 of the SFO), Lessor's responsibilities with respect to scheduled maintenance shall be as set forth on the attached Exhibit C. Above standard requirements for washing, cleaning, dusting, or other services (including, without limitation, pest removal) which is the result of the Government's use (including, without limitation, its employees, agents, and invitees) shall be at the Government's sole cost and expense. The Lessor shall not perform any above standard requirements without the Government's prior written request and approval of any cost or expense.
25. Liquidated Damages: Notwithstanding anything to the contrary in the SFO (including, without limitation, Section 5.5 of the SFO), Lessor's liability for fixed and agreed upon liquidated damages is \$850.00 for each and every calendar day that delivery is delayed beyond the specified calendar date.
26. Painting of Public Areas: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 7.12(A)(2) of the SFO), public areas shall be painted once during the term after the Government's right to terminate the Lease has expired without exercise (i.e., promptly following the sixth (6th) anniversary of the Lease Commencement Date). As used herein, the term "public areas" shall mean only the restrooms and lobbies in the Government premises (but not common areas of the building). Lessor's obligation to maintain wall coverings, paint coatings and paints in "like-new" condition during the term of the Lease is subject to normal wear and tear of such finishes.

27. Water Fountains. Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 8.5 of the SFO), Lessor shall provide one (1) drinking fountain per floor as part of the building shell.
28. Roof Rights: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 8.14(A)(3) of the SFO and Paragraph 11 of the Government Office Space Requirements Package, Exhibit A (the "POR")), the Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope shall be at no additional rent to the Government, subject to code compliance, maximum load capacity, the rights of other tenants, and Lessor's consent (not to be unreasonably withheld, conditioned, or delayed). Installation and use of such equipment shall be at the Government's sole cost and expense and subject to receipt of all required governmental approvals and shall not interfere with the building's systems or other tenants.
29. Electricity. Lessor has notified the Government that the premises are currently directly metered for electricity. Notwithstanding anything to the contrary in the Solicitation including, without limitation, Section 8.14(A)(3), the Government shall pay for electricity consumption directly to the utility provider based on the meter readings for the premises.
30. Elevators. Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 8.18(A) of the SFO), if the Government requires freight elevator access outside of normal business hours for large deliveries which occupy the entire freight elevator and require multiple trips from the loading dock, the Government shall provide Lessor with not less than one (1) business day's prior written notice. Such availability is subject to a four (4) hour minimum and additional costs which shall be paid for by the Government at its sole cost and expense; provided, however, that the Government shall be provided with such service up to eight (8) hours per day for three (3) days at no charge to coordinate its move into the premises.
31. With regard to the above paragraph 24, paragraph 30 and Exhibit C, all charges must be approved in advance by the Contracting Officer. The Contracting Officer shall designate a specific tenant agency personnel as authorized Contracting Officer representatives in connection with such charges. The Lessor agrees to send copies of all such invoices pertaining to above-standard services to GSA and to the following address:

[REDACTED]
 C/O Realty and Building Operations Branch
 99 New York Avenue, NE: Room 3.S-281
 Washington, DC 20226
 phone: (202) 648-7430
 fax: (202) 648-9669

Payment received directly from the tenant agency with respect to such charges will be accepted by Lessor.

32. With regard to Paragraph 8, Key Control, of Exhibit A, if the Lessor and/or building manager require access into the Government's space after working hours, or in the event of an emergency, the Lessor shall contact the Government at the following numbers:
1. [REDACTED]
33. Maintenance and Repair of Specialized Equipment: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Sections 1.6 and 4.12 of the SFO, and Section 14 of the Form 3517B), Lessor shall not be responsible for the maintenance, repair or replacement of the following personal property owned by, or installed on behalf of, the Government including:
- modular or systems furniture,
 - computers,
 - copiers,
 - data equipment and associated wiring,
 - mail-handling equipment,
 - office machines,
 - telecommunications equipment and associated wiring,
 - appliances, and
 - security equipment such as magnetometers and x-ray machines.

The Lessor shall be responsible for the maintenance and repair of two (2) 1.5 tons supplemental HVAC units.

INITIALS: BB & [Signature]
 LESSOR & GOVERNMENT

34. Security Provisions: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Article 10 of the SFO) the Government's right to install security devices and implement security measures is subject to the following conditions: (a) the Government shall pay for all such security measures and Lessor shall have no obligation for the same, with the exception of Paragraph 10.4(A), 10.14(A) and 10.16, and (b) the Government shall be responsible for the maintenance, repair and testing of all such devices, and c) the Government shall pay for all increases in insurance resulting from the implementation of such devices (including, without limitation, deductibles and premiums), if any, upon the Government's written approval of said increases prior to incurrence. Upgraded security measures shall be limited to the premises only and shall not be imposed in building common areas, except in the case of emergency situations (as described in Section 10.17) and shall be limited to the duration of such emergency. The Government acknowledges that this is a multi-tenanted building. Therefore (i) with respect to all security measures and equipment that will be visible outside of the premises the Government shall cooperate with Lessor in good faith with respect to the aggregate number, location, and aesthetic components of such security measures and equipment; (ii) the Government shall ensure that additional security will not adversely impact the quiet enjoyment, normal course of business, or access to the building, parking and the leased space of any of the other building tenants; and (iii) the Government shall pay for any and all increases in operating expenses that may result from such increased security measures, upon the Government's prior negotiation and agreement to said increases in operating expenses.
35. Access to Premises Information: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 10.6 of the SFO), said requirements shall not apply to Lessor's current or potential agents, employees, contractors, subcontractors, advisors, lenders, assignees, tenants, investors, purchasers, or other personnel that may need access to such information in order to assist Lessor with conducting its normal course of business at the building or fulfilling Lessor's obligations under the Lease. Such information shall be limited to only the information necessary for the performance of any specific business task or obligation and Lessor shall not publicly make available or generally disseminate information about the premises.
36. Fingerprinting and Background Checks: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 10.11 of the SFO), requirements regarding background checks shall be limited to personnel having access to the Government's premises and Lessor shall not be obligated to obtain such background information with respect to the contractors, subcontractors, employees and other tenants that do not have access to the premises.
37. CCTV Monitoring. Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Section 10.15 of the SFO), 24 hour CCTV coverage and recording shall be limited to the Government's premises; provided, however, that Lessor will permit the Government to tie into the building's existing CCTV system (so that the Government may view the building's cameras) at the Government's sole cost and expense. Lessor shall not be required to monitor any portion of the Government's CCTV system.
38. Lessor Access: Notwithstanding anything to the contrary in the Solicitation (including, without limitation, Paragraphs 7 and 8 of the POR), Lessor (and Lessor's employees, contractors, and third-party contractors engaged by other tenants and approved by Lessor) shall have the right, from time to time upon reasonable prior notice the Government, to perform work in the ceiling of the premises in connection with overall building systems improvements or reasonably required installations for other tenants' improvements, so long as the Lessor (and Lessor's employees, contractors, and third-party contractors engaged by other tenants and approved by Lessor) comply with Paragraph 36 above prior to performing said work.
39. Subletting and Assignment: Notwithstanding anything to the contrary in the Solicitation (including Section 2 of Form 3517B), the Government may sublet all or any part of the premises or assign the Lease in its entirety, but shall not be released from any obligations under such Lease by reason of any such subletting or assignment. In the event of any assignment or subletting, the proposed assignee or subtenant shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.
40. Substitution of Agency: Notwithstanding anything to the contrary in the Solicitation (including Section 6 of Form 3517B), the Government's right to substitute a different Governmental tenant agency shall be limited to agencies that will not deviate from the general office and related space purposes for which the Government intends to use the premises; are not military or police enforcement agencies where prisoners or detainees may be brought into the building; do not require increased access by the general public; will not increase the security requirements to be provided by Lessor for the premises or the building; and shall be otherwise subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The Government shall pay any increase in costs associated with the substitution of a Government agency or agencies, if applicable, upon the Government's prior written approval of said cost increases.
41. Damage by Fire or Other Casualty: Notwithstanding anything to the contrary in the Solicitation (including Section 17 of Form 3517B), in the case of partial destruction or damage, if restoration can reasonably be substantially completed within one hundred fifty (150) calendar days immediately following the date of the casualty, then the Lease shall not terminate and the rent shall abate, either in its entirety or, if

only a part of the premises is so affected, proportionately based upon the ratio of square footage of the affected part to the total square footage of the premises during restoration. Any such abatement shall commence on the fifth (5th) day after the date on which the damage occurred and shall continue to and include the date of substantial completion of the restoration. Further, either party may terminate this lease if there is one (1) year or less remaining in the term hereof, unless such restoration can reasonably be substantially completed within thirty (30) calendar days immediately following the date of the casualty.

42. Alterations: Pursuant to Section 19 of Form 3517B, the Government shall have the right during the term of the Lease to make alterations, attach fixtures, and erect structures or signs (collectively "Alterations") in or upon the premises; provided, however, that notwithstanding anything to the contrary in the Solicitation, the Government shall first execute a change (pursuant to Section 34 of Form 3517B) and obtain the prior written consent of Lessor thereto (which consent shall not be unreasonably withheld, conditioned or delayed). The Lessor shall have fifteen (15) calendar days from its receipt of notice from the Government to approve or disapprove such Alterations. Any increased costs associated with such Alterations shall be paid for by the Government.
43. Building Rules and Regulations. Notwithstanding anything to the contrary in the Solicitation, the Government and its employees, agents, contractors, subcontractors and invitees shall at all times abide by and observe (a) the building rules and regulations established by Lessor as set forth in Exhibit D, and (b) the parking garage rules and regulations established by Lessor as set forth in Exhibit E, as well as any other rule that Lessor may reasonably promulgate from time to time for the operation and maintenance of the building, provided that written notice thereof is given and such rule is not inconsistent with the provisions of this Lease; provided, however, that in the case of any conflict between the provisions of this Lease and any such rules, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed as imposing upon Lessor any duty or obligation to enforce such rules, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Lessor shall not be liable to the Government for the violation of such rules by any other tenant or its employees, agents, contractors, subcontractors, or invitees. Lessor shall use reasonable efforts not to enforce any rule or regulation in a manner which unreasonably discriminates among similarly situated tenants.

INITIALS: PB & SW
LESSOR & GOVERNMENT