

LEASE NUMBER: LNy23806

BUILDING NUMBER: NY7521ZZ

PROJECT #  
ONY2315

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 1<sup>st</sup> day of January, 2011, by and between HURON REAL ESTATE ASSOCIATES, LLC a New York corporation with offices at 1701 North Street, Endicott, New York 13760-5553 ("Landlord"), and UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION with offices at 26 Federal Plaza, NY, NY "Tenant" or "The (Government)".

WITNESSETH, that for and in consideration of the mutual entry into this Lease, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Leased Premises.

In consideration of the payment of the rent and the performance of the agreements of Tenant and Landlord hereinafter set forth, Landlord leases to Tenant and Tenant leases from Landlord the following described premises, including all fixtures and improvements located thereon (collectively, the "Premises");

1.1 A portion of a three-story office building (the "Building") located at and known as 257 Clark Street, Endicott, New York, said Premises to contain approximately 3,800 rentable square feet or 3,238 ANSI BOMA Office Area Square feet. The foregoing space shall be measured using the ANSI BOMA Office Area (ABOA) method of measurement and Tenant shall have the option of having its architect confirm such measurement. The Premises are outlined on Exhibit "A" attached hereto and made a part hereof by this reference.

1.2 The Premises shall be used and occupied by Tenant solely for the purpose of any use permitted by applicable zoning and laws, including ancillary uses for conferences, seminars, business entertainment as permitted by zoning regulations, training and Tenant's other business functions at the Premises. The Premises shall not be used for any illegal purposes. Landlord represents and warrants that Tenant's intended use of the Premises for the purposes of general office use, is a use presently permitted by existing zoning regulations and other laws applicable to the Building, and does not constitute a breach of this provision.

1.3 Tenant shall also have the non-exclusive right to use parking spaces in the parking area designated on Exhibit "A", loading and unloading areas, roadways, sidewalks and walkways, parkways, and driveways appurtenant to the Premises.

1.4 Except for those modifications and improvements specified hereunder and except as otherwise specifically set forth in this lease, Tenant accepts the Premises in their present condition.

2. Term of Lease.

The term of this Lease (the "Term") shall be for a period of five (5) years commencing on January 1, 2011 (the "Commencement Date").

For the purposes of this Lease, "Lease Year" means (i) the period commencing on the Commencement Date and terminating on the first (1st) anniversary of the last day of the calendar month preceding the Commencement Date and (ii) each successive period of twelve (12) calendar months thereafter during the Term.

3. Rent.

Tenant shall pay to Landlord the following:

3.1 Base Rent. "Base Rent" for Term shall be payable in equal monthly installments of Six Thousand Two Hundred Eight Dollars and Thirty-Three Cents (\$6,208.33) a month and shall increase 3% annually.

3.2 Payment of Rent. Rent shall be paid in accordance with Paragraph 19 of the General Clauses annexed hereto during the Term. In the event that Rent due under this Lease shall commence on any day other than the first day of a calendar month, the rental for the partial month shall be prorated to reflect the actual number of days the Premises were under lease.

4. Full Service Lease.

It is the purpose and intent of Landlord that this Lease be a full service Lease with Landlord providing all service, maintenance and repair to the Building, i.e., all utilities (except telephone service), janitorial, day to day common area maintenance, all repair and maintenance to the Building's and Premises structural components, all fixtures, mechanical systems, lighting and road, parking lots, and grounds. Tenant shall provide telephone service at its sole cost.

(1) Landlord's Work. As part of this full service Lease, in addition to the services set forth above, Landlord shall provide at Landlord's sole cost and expense the following:

4.1.2 Provide Tenant with full access to cafeteria, when such cafeteria is open and operating for all Tenants within the Building;

4.1.3 Provide on-site mail service.

5. Certificate of Occupancy - Leasehold Improvements.

5.1 Certificate of Occupancy. Landlord shall, where required by any applicable authority including but not limited to the Americans with Disabilities Act of 1990, state, local or Municipal ordinances, cause to be constructed all necessary modifications to the present Premises required to secure a Certificate of Occupancy for

Tenant except as to any "specialized tenant improvements" required by Tenant to be installed. If any such ADA or other accessibility modifications are necessary due to Tenant's "specialized improvements", then Tenant shall bear any additional cost of said modifications resulting from such "specialized improvements".

The leased space and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility standards (ABBAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

5.2 Tenant designates, The General Services Administration Contracting Officer, as its authorized representative (Tenant's Authorized Representative) Tenant's Authorized Representative shall initial and approve all Plans, Change Orders, and Tenant requests. Landlord shall not be obligated to respond to any request or any item until such request or item has been initialed by Tenant's Authorized Representative.

## 6. Alterations, Additions, and Improvements.

6.1.1 Removal of Initial Leasehold Improvement and Subsequent Alterations. Upon the expiration or earlier termination of this Lease, Tenant shall not be required to remove any of Tenant's initial leasehold improvements constructed or installed by or on behalf of Tenant and existing as of the Commencement Date (collectively, "Tenant's Work"). Subsequent to the completion of Tenant's Work, Tenant shall not be required to remove any improvements, additions, alterations, fixed decorations, substitutions, replacements or modifications, structural or otherwise, made to the Premises or to the Building by or on behalf of Tenant (collectively, "Alterations") unless and to the extent that (i) such Alterations are not customary for Building tenants and are Specialized Alterations (defined below); and (ii) at the time that Tenant requests Landlord's approval, if required, of the plans and specifications for the installation of Tenant's Alterations or Specialized Alteration Landlord requests in writing to Tenant that a specific portion of such Alterations or Specialized Alteration be removed from the Premises at the expiration or termination of the Term and provides a specific written explanation for such removal. As used in this Lease, Tenant's "Specialized Alteration(s)" means those specific portions of Tenant's Alterations that Landlord reasonably identifies to Tenant in writing as "specialized and non-reusable" by future Building tenants including, without limitation, any new internal interconnecting staircases, a sensitive compartmented information facility, unusual specialized cabling, raised floor systems, generators, UPS, or racks within the Premises, as well as any other areas of the Premises uniquely altered by Tenant (to the extent permitted by Landlord under the Lease).

After the completion of the Tenant's Work, Tenant will not make or permit any Alterations without obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned, or delayed by Landlord provided, however, that Landlord may withhold its consent to any Alterations that would, in Landlord's

reasonable judgment (i) adversely affect the structural integrity or safety of the Building (the "Building Structure"), (ii) adversely affect the electrical, heating, ventilating, air conditioning, fire and life safety, plumbing or mechanical systems of the Building or the functioning thereof (the "Building Systems"), (iii) be or become visible from the exterior of the Building or from any of the common or public areas thereof and would be in violation of applicable law, or (iv) interfere with the operation of the Building or the provision of services or utilities to or quiet enjoyment of other tenants in the Building. Notwithstanding the foregoing, Tenant shall not be required to obtain the prior written consent of Landlord with regards to the making of any Alteration that is not a Specialized Alteration and: (a) does not adversely affect the Building Structure or the Building Systems; (b) costs no more than Ten Thousand Dollars (\$10,000.00); and (c) is not visible from the exterior of the Building or from any of the common or public areas thereof ("Minor Alteration") provided that Tenant shall provide Landlord with prior notice thereof and, for informational purposes copies of all plans and specifications relating to such Minor Alteration prior to commencement of construction provided, however, Landlord's consent shall not be required for nor shall any prior notice to Landlord be required for Tenant's hanging of mirrors, pictures, photographs, diplomas, and similar lightweight hanging objects which do not require being attached to the studs, if any, behind any demising walls.

Landlord shall respond in writing within fifteen (15) business days after Landlord's receipt of any Tenant request for Landlord's approval under this Section. If Landlord shall fail to respond thereto within such fifteen 15 business days with its approval, rejection (which shall be accompanied by reasonably supporting explanations), or its qualified approval with reasonable conditions precedents, Tenant's request for Landlord's approval under this Section shall be deemed to have been given.

6.1.2 Tenant's Personal Property. "Tenant's Personal Property" shall mean all equipment, machinery, furniture, furnishings and other personal property now or hereafter installed or placed in or on the Premises at the expense of Tenant that can be removed without material damage to the Premises or the Building (including without limitation all equipment, machinery, furniture, furnishings and demountable partitions which are simply bolted or similarly minimally attached to the wall, with Tenant repairing such wall to good condition as if the same had not been bolted or similarly attached). Tenant shall be deemed to own the Tenant's Personal Property.

6.2 Compliance with Laws by Tenant. If Landlord consents to the Tenant's making of other alterations, additions or improvements to the Premises beyond those prescribed herein, the same may be made by Tenant at Tenant's sole cost and expense in accordance with all applicable codes, ordinances and other governmental regulations, or, at Tenant's option, by Landlord at Tenant's sole cost.

6.3 Compliance with Laws by Landlord. Except with respect to such portion of the Premises or Building constructed by Tenant and any person or entity lawfully acting by or through Tenant (other than Landlord and any person or entity lawfully acting by or through Landlord such as its employees, contractors, subcontractors, and agents), Landlord represents and warrants that, to the best of Landlord's knowledge, as of the

Commencement Date, the Building and the Premises shall be in compliance with any and all present laws applicable thereto, including, without limitation, the Americans with Disabilities Act of 1990, as the same may be amended from time to time, ordinances (zoning or otherwise), orders, conditions, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Building or Premises, or any portion thereof, or over the sidewalks, curbs, roadways, alleys or entrances adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Premises, or such adjacent or appurtenant facilities (collectively, "Legal Requirements").

The leased space and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility standards (ABBAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

Tenant shall, at its own cost, promptly comply with and carry out all orders, regulations, requirements or conditions now or hereafter imposed upon Tenant in connection with Tenant's use and occupancy of the Premises by the Legal Requirements relating solely to the Premises or the conduct of Tenant's business therein. With respect to the installation of any leasehold improvements, Alterations, or Specialized Alterations consisting of any system, equipment or machinery installed in or for the benefit of the Premises (a "Tenant Installation"); Tenant shall, at Tenant's expense, maintain each Tenant Installation in compliance with any and all Legal Requirements applicable to Tenant, even if the Tenant Installation is located outside the Premises.

Landlord shall promptly comply, at Landlord's sole cost and expense, with any and all Legal Requirements now or hereafter imposed upon Landlord relating to the Building and the land there under, the structural portions of the Premises, and other spaces outside of the Premises or the conduct of Landlord's business therein including, but not limited to, those Legal Requirements affecting the Building Structure and any Building Systems, or which may require Landlord to re-install or modify a Building-Wide fire safety and life support system, or to retrofit the Building Systems and Structure, except where such compliance is due solely to, modifications to the Building Systems done by, or authorized by and for the benefit of Tenant. Landlord shall also at Landlord's sole cost and expense, conduct an annual fire drill in conformance with the National Fire Protection Association (NFPA) Guidelines and Standards suitable for an office environment.

6.4 Alterations, additions, and improvements by Landlord. When Landlord makes alterations, additions or improvements in the Leasehold Premises at the request of Tenant such alterations, additions or improvements shall be at Landlord's actual cost plus reasonable overhead and supervision fees.

7. Liens.

Tenant shall keep the Premises free of mechanics, materialmen's, judgment, tax and all other liens arising out of any construction or other work done for or debts incurred by Tenant. In the event a lien is filed against the Premises, Tenant shall discharge or bond to Landlord's satisfaction such lien within ten (10) days of Tenant's receipt of notice thereof. Not less than seven (7) calendar days prior to the commencement of any construction, alteration or addition to the Premises, Tenant shall notify Landlord in writing of its intention to commence the same and Landlord shall have the right to post and maintain on the Premises such notices of non-responsibility as are provided for under applicable law.

8. Surrender of Premises at End of Term.

At the end of this Lease whether by expiration or termination as provided herein, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted.

9. General Obligations and Restrictions.

9.1.1 To promptly pay the Rent when due in accordance with Paragraph 19 of the General Clauses annexed hereto.

9.1.2 Except as allowed herein, to order no improvements or repairs at the expense of the Landlord and, at the expiration of this Lease, to surrender and deliver up said Leasehold Premises in as good order and condition as when the same were entered upon, ordinary wear and tear excepted, provided that Tenant shall have no obligation to restore the Leasehold Premises to its configuration or layout prior to the Commencement Date or to a condition better than that which existed upon the Commencement Date;

9.1.3 To use the Leasehold Premises only for general office use;

9.1.4 To neither permit nor suffer said Leasehold Premises, or the walls or floors thereof, to be endangered by overloading in excess of 100 pounds live load;

9.1.5 To refrain from any storage outside the Leasehold Premises without the prior written consent of the Landlord; and

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Lessor Government

9.1.6 To avoid committing waste and specifically to refrain from bringing any noxious or hazardous material (except purchased off the shelf common office supplies traditionally and routinely used by office tenants that may technically have some hazardous classification) on the Premises or in the Building without prior written authorization:

9.1.7 To comply with all applicable laws and regulations governing Tenant's activities and to adhere to all general rules and regulations as set forth in Exhibit "C" as attached hereto that may be imposed from time to time by Landlord.

9.2 By Landlord.

9.2.1 To repair and maintain all exterior and interior improvements of the Building (including lighting, landscaping and blacktop) and the structural portions of the Premises, to keep the Building clean and neat in appearance and in good order and repair and to repair, maintain, replace, and to alter the Building, as necessary in accordance with all applicable laws, including, without limitation, all environmental laws and the Americans With Disabilities Act, unless such need for repairs is caused by the negligence or the willful misconduct of Tenant, its employees and agents and not covered by Landlord's insurance;

9.2.2 To the maximum extent feasible, obtain all services furnished by Landlord to Tenant under this Lease on a competitive and not single source basis. Services obtained on a single source basis shall require the advance written concurrence of Tenant not to be unreasonably withheld, conditioned, or delayed.

10. Failure of Landlord to Maintain Leasehold Premises.

10.1 If Landlord refuses or neglects to repair or maintain the Leasehold Premises or replace any portion thereof, as required hereunder, to the reasonable satisfaction of Tenant or as required by law, as soon as reasonably possible after written demand to Landlord, Tenant may make such repairs or perform such maintenance upon (i) thirty (30) days prior written notice to Landlord during which period Landlord continues to refuse or neglect such repairs or maintenance; and (ii) only if Landlord is not diligently pursuing such repairs and such repairs will take more than thirty (30) days to repair, Landlord agrees to indemnify and hold Tenant harmless from any and all claims and liability arising from such repairs. Upon completion of such repairs Landlord shall pay Tenant's cost, including Tenant's reasonable markup for overhead and profit for making such repairs or performing such maintenance upon presentation of a bill therefore. Tenant shall also have the right to offset such amounts against subsequent Rent payments. The foregoing notwithstanding in no event shall Tenant be due an overhead or profit for repairs or maintenance which has been contracted to a third party;

10.2 Interruption of Building Services and Utilities. Whenever possible, Landlord shall provide Tenant with reasonable prior notice of any delay, interruption, suspension, curtailment or stoppage of any utility, service, system, or access to the Premises or Building, required to be, or in fact, provided to Tenant under this Lease (collectively, an "Interruption"). Landlord shall attempt in good faith to restore or remedy any Interruption as rapidly as possible.

Notwithstanding the foregoing paragraph or anything else in this Lease to the contrary, if an Interruption causes access to the Premises to be denied for, or if any Interruption shall continue for, more than three (3) consecutive business days after written notice to Landlord and such Interruption shall render all of the Premises or any part of any space leased by Tenant on any floor of the Premises unusable for the customary conduct of Tenant's business as permitted under this Lease and on account of such Interruption Tenant ceases doing business in all or any such part of the Premises, monthly Base Rent and additional rent payable hereunder with respect to the affected portion of Tenant's Premises shall be abated on a pro rata basis based upon the number of rentable square feet that Tenant is unable to occupy or access, for the period beginning as of the first (1st) consecutive business day of such Interruption, as applicable, of such Interruption and shall continue until such Interruption shall have ceased and Tenant's use of and access to the Premises, or applicable part thereof, and use of such services or systems, for the customary conduct of Tenant's business as permitted under this Lease are restored to Tenant, provided, however, if the part of the Premises affected by such Interruption shall have been an integral part of Tenant's customary conduct of business and Tenant is unable to so conduct its business at the Premises by reason of such Interruption including but not limited to, Tenant's loss of connection to its telecommunications equipment or computer network systems. (a "Material Interruption"), Tenant's monthly Base Rent and additional rent payable hereunder shall be abated during such Material Interruption on a more equitable basis upon which the parties shall agree at that time. As any part of the affected portion of the Premises is restored to being usable or Tenant resumes the conduct of business from the Premises, Tenant shall start paying rent on such part of the Premises. No pro rata abatements shall be available to Tenant during any period that Tenant continues to use the portion of space affected by such Interruption.

If all or a substantial portion of the Premises are rendered reasonably unusable or inaccessible for the operation of Tenant's business therein for sixty (60) substantially consecutive days as a result of any Interruption for any reason (other than Tenant's negligence or willful misconduct), Tenant shall have the right, in addition to any other rights or remedies it may have under this Lease, upon thirty (30) days prior notice to Landlord, to terminate this Lease. In such event, this Lease shall terminate on the thirtieth (30th) day after receipt by Landlord of such notice, unless said services, utilities, and access to the Premises and Building have been fully restored within said thirty (30) day period for the customary conduct of Tenant's business as permitted under this Lease.



In the event that there is any Interruption which materially or adversely affects Tenant or the conduct of Tenant's customary business at the Premises, Tenant shall provide notice thereof to Landlord. For purposes of this Section, such notice may be telephonic to Landlord's agent during emergencies provided that Tenant provides Landlord with written notice otherwise in accordance with this Lease's notice provision within one (1) business day thereafter or such longer period as may arise due to such emergency conditions. If within four (4) hours after Landlord's receipt of such telephonic or written notice from Tenant of its agents, Landlord fails to provide Tenant with: (i) Landlord's initial assessment of what Landlord believes to have caused such Interruption; and (ii) a plan reasonably acceptable to Tenant by which Landlord intends to restore access to the Building and Premises and restore the particular service or system subject to such Interruption or remedy same within a period of time which is reasonable under the circumstances of the particular service or system so delayed, interrupted, suspended, curtailed, or stopped (collectively, "Tenant's Restoration Plan") or if Landlord shall thereafter fail to diligently pursue Landlord's Restoration Plan to successful completion in accordance with its terms (as they may thereafter be modified or amended as reasonable under the circumstances), Tenant shall provide two (2) days prior notice to Landlord of its intention to restore or remedy same on its own behalf, and if Landlord fails to restore or remedy same within said two (2) day period, Tenant shall have the right to engage in self-help, at Landlord's expense to restore such access and otherwise remedy such Interruption. In the event Tenant engages such self-help, Tenant may thereafter demand reimbursement from Landlord, and Landlord shall pay for the reasonable amounts so expended or incurred by Tenant by reason of such self-help, Tenant's invoice shall be accompanied by reasonably supporting documentation. If Landlord shall fail to reimburse Tenant within thirty (30) days after Tenant delivers such invoice accompanied by the required documentation, Tenant may thereafter offset additional agent, if any, next coming due under this Lease by such amounts so expended or incurred by Tenant by reason of such self-help until Tenant shall have been reimbursed therefore. Tenant shall have the right to seek a judicial or administrative order to require Landlord to comply with the terms of this Lease, specifically to restore access to the Building and Premises and/or to restore the delayed, interrupted, suspended, curtailed, or stopped Building systems or services, provided, however, that Tenant's right to seek any such order to enforce this Lease shall not be construed to permit Tenant to terminate this Lease or to hold Landlord liable for any damages incurred by Tenant for lost revenues or otherwise, unless Tenant is otherwise entitled under the terms of this Lease to terminate this Lease or to hold Landlord liable for any such damages.

11. Damage and Destruction.

In the event of any damage or destruction to the Building, or any portion of the Building, at any time during the term, Landlord will promptly repair, replace, restore, and renew the good condition, order, and repair of the Building, provided such work can reasonably be expected to be completed within seven (7) months for the date of the casualty. In the event that the damage is so severe that such repair, replacement, restoration, or renewal work would likely require more than seven (7) months to complete, if (a) the damage or destruction occurs within the final twelve (12) months of

the term; or (b) Landlord's mortgagee secured by a deed of trust on the Premises retains the insurance proceeds and Landlord does not provide alternate funds for restoration, Landlord will give Tenant thirty (30) days notice as to whether the Landlord will: (a) proceed with such work, or (b) terminate the Lease as of the date of the destruction. Upon receipt of such notice from Landlord, if Landlord elects (a) above and at least twenty-five percent (25%) of the Premises shall be rendered unusable after Landlord's work is completed, then Tenant shall have the option of terminating the Lease by the giving of written notice to the Landlord of its election to terminate the Lease as of the date of the casualty within seven (7) business days following receipt of Landlord's notice, or if Landlord elects (b) above, then the Lease shall be deemed terminated as of the date of the destruction. Provided neither party elects to terminate the Lease, or Tenant fails to notify Landlord of its election to terminate as provided above, then Landlord shall proceed promptly and with diligence and continuity to complete the work as soon as is reasonably practical. During the period of any such repair, replacement, restoration, or renewal, the obligation of Tenant to pay Rent will be abated to the extent the Premises are effectively rendered unfit for their intended use by Tenant as a result of such damage or destruction.

## 12. Condemnation.

12.1 Total Condemnation. If all of the Premises, at any time during the term of this Lease or any Extended Term, shall be taken by the exercise of a power of eminent domain, this Lease shall then terminate as of the date of title vesting in such proceeding, all rentals shall be paid up to that date, whereupon all future obligations on the part of both parties hereto shall cease and neither Landlord nor Tenant shall incur any further obligations whatsoever from and after such termination of this Lease.

12.2 Partial Condemnation. In the event of a partial taking of the Building of more than twenty-five percent (25%) of the land area or a taking which leaves the Premises reasonably unfit for the normal and proper conduct of the business of Tenant (as reasonably determined by Tenant), then Tenant shall have the right to terminate this Lease effective upon the date of the actual partial taking, Tenant must exercise such option to terminate by providing Landlord with: written notice thereof no later than thirty (30) business days after the date of such partial taking. All rentals shall be paid up to the date of termination specified in Tenant's notice, whereupon all future obligations on the part of both parties hereto shall cease. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired lease term, but shall be entitled to pursue all claims related to Tenant's personal property and improvements paid for by Tenant. If this Lease shall not be terminated as above provided it shall continue in effect and the rental after such partial taking shall be pro rated to be that part of the Rent which the value of the untaken part of the Premises immediately after the taking bears to the value of the entire Premises immediately before the taking. If Tenant's continued use of the Premises requires alterations and repairs by reason of a partial taking, or if any other part of the Building other than the Premises be taken so that alterations and repairs must be made, Landlord may elect to terminate this Lease within thirty (30) calendar days after the date of the actual taking, or, subject to Tenant's right of termination above provided, may elect to continue it, in

which event the Landlord shall promptly make all necessary alterations and repairs at its expense which are required because of such partial taking. Until such alterations and repairs are completed, an equitable abatement of Rent shall be made to Tenant for any portion of the Premises unfit for occupancy and use in the conduct of Tenant's business (as mutually agreed by Landlord and Tenant) for the period during which same is unfit for such occupancy and use.

12.3 Condemnation Award. Except as otherwise set forth herein, in the event of any condemnation or taking, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation and Tenant hereby expressly waives any right or claim to any part of such award. Although all damages awarded in the event of any condemnation belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business or property by reason of the condemnation and for or on account of any cost or loss suffered by Tenant in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

### 13. Assignment and Subletting.

If Landlord fails to exercise timely its capture and termination option as expressly provided below with respect to the portion of the Premises being offered by Tenant for subletting, assignment, licensing, or other occupancy, Tenant may thereafter sublet, assign, license, or permit other occupancy of all or any portion of the Premises or Tenant's right, title, and interest in and to this Lease, as applicable, without Landlord's, any Mortgagee's, or any Ground Lessor's consent, provided that the proposed use of the Premises by such subtenant, assignee, licensee, or other occupant, conforms to the "Use" provision of this Lease, if any, provided, however, upon Landlord's request, Tenant shall provide notice to Landlord of any consummated subletting, assignment, licensing, or other occupancy by any person or entity other than an Affiliated Occupancy or Space Sharing Arrangement (each defined, below), provided, further, if Landlord shall, for some reason, expressly have under this Lease a consent right with respect to Tenant's subletting, assignment, licensing, or other proposed use of the Premises by other occupants, Landlord's failure to respond within ten (10) days after receipt of Tenant's request for Landlord's consent to Tenant's proposed transaction related thereto, shall be deemed to mean that Landlord shall have automatically given its consent to such subletting, assignment, licensing, or other occupancy.

Notwithstanding any other provision in this Lease to the contrary, Landlord acknowledges and agrees that:

(i) as a necessary incident to the Tenant's intended business use of and conduct in the Premises, Tenant may, without obtaining Landlord's, any Mortgagee's, or any Ground Lessor's consent or providing notice thereof, sublet or license all or any portion of the Premises or assign all or any portion of its leasehold

interest therein legally demisable by applicable state common law to an Affiliate (defined below), or may otherwise permit an Affiliate to occupy the Premises in whole or in part (an "Affiliated Occupancy") at any time and from time to time, and/or.

(ii) Tenant may, without obtaining Landlord's, any Mortgagee's, or any Ground Lessor's consent or providing notice thereof, also provide space in the Premises for employees of an Affiliate or for employees of a contractor, subcontractor, customer, or joint venture partner of Tenant or an Affiliate (each, a "Space Sharing Arrangement") at any time and from time to time; and

(iii) Tenant may without obtaining Landlord's, any Mortgagee's, or any Ground Lessor's consent or providing, notice thereof, change the business occupant(s) of the Premises at any time and from time to time.

Notwithstanding the foregoing sub-provisions (i) through (iii), except as otherwise provided in this Section, Tenant agrees that Tenant shall remain the primary obligor to Landlord and with all acts or omissions of the subtenant(s), assignee(s), licensee(s) or other occupant(s) fully imputed to Tenant as if the direct act or omission of Tenant, provided, however, from and after the sale of all or substantially all of the business assets or capital stock of Tenant's business unit or Affiliate which shall have been the occupant of the Premises, and such business unit or Affiliate is also in possession of the Premises or shall have been assigned Tenant's leasehold interest in this Lease, Tenant, upon Tenant's notice to Landlord, shall be released automatically from any further liabilities or obligations accruing under the Lease from and after the date of such sale, provided that Tenant shall have assigned the Lease to the purchaser of such business assets or capital stock and provided subsequent notice to Landlord of such purchaser's name and business contact information.

For all purposes of this Lease, the term "Affiliate" or a "Tenant Affiliate" shall mean any successor or assign of Tenant or any entity: (1) in which Tenant has a fifty percent (50%) or greater direct or indirect beneficial ownership interest; or (2) of which Tenant was an organizer or with which Tenant has a substantial business relationship for so long as Tenant's direct or indirect beneficial ownership interest in such entity is not reduced below fifteen percent (15%). For purposes of this Section, the percentage interests described herein shall be measured by the percentage of votes such parent corporation is entitled to cast directly or indirectly in matters in which beneficial owners generally have voting rights or such parent corporation's right to receive distributions of cash flow, profits or dividends from such entity, whichever is greater, and references to such parent corporation shall include any successor or assign.

The following additional events shall not constitute an "assignment," "subletting," or other transfer for which Landlord's written consent or Tenant's notice to Landlord is required (except as otherwise expressly provided): (a) the transfer by initial public offering on a nationally recognized stock exchange of all of the shares of capital stock of Tenant or an Affiliate occupying space in the Premises; (b) public trading on a nationally recognized stock exchange of any of Tenant's or an Affiliate's shares of capital stock;

and (c) the sale or transfer, whether by merger, consolidation, reorganization, operation of law, or otherwise, of all or substantially all of Tenant's assets or capital stock, or if either is occupying space in the Premises of all or substantially all of the assets or capital stock of a Tenant's business unit or an Affiliate, provided that Tenant or an entity acting upon Tenant's behalf gives Landlord notice of any such sale or transfer that is not publicly reported to a nationally recognized stock exchange within ninety (90) business days after the closing date of such sale or transfer.

Landlord shall have no right to recapture all or any portion of the Premises; to terminate this Lease, or to sublet the Premises or become Tenant's assignee by reason of Tenant's proposed or actual assignment, subletting, or licensing of the Premises. Notwithstanding the foregoing sentence, if Tenant intends to assign, sublet, or license, or proposes to assign, sublet, or license to a specific subtenant or assignee, all or any portion of Tenant's right, title and interest in and to this Lease or in its Premises (as such Premises may be expanded by a permitted assignee in accordance with the express terms of this Lease), as applicable, for a portion, or for the remainder, of the Term (as such Term may be extended by a permitted assignee in accordance with the express terms of this Lease), Tenant shall provide Landlord with notice thereof ("Tenant's Assignment/Sublet Notice") which shall, to the extent applicable, set forth in general terms the business and legal parameters of the proposed transaction including the space subject to such transaction, the identity of the parties to the transaction, the proposed form of documentation for the transaction (but not revised to reflect the transaction's specifics) and Tenant's proposed effective date of such assignment or subletting (the "Effective Conveyance Date"): Upon receipt of Tenant's Assignment/Sublet Notice, Landlord may recapture such portion of Tenant's Premises as intended to be assigned, sublet, or licensed pursuant to such notice and terminate this Lease. If Landlord desires to exercise such recapture and termination option it shall provide notice thereof to Tenant within ten (10) days after receipt of Tenant's Assignment/Sublet Notice. If Landlord fails to exercise such recapture and termination option within such ten (10) days, Landlord's rights related to such recapture and termination set forth in this Section shall be suspended for one hundred twenty (120) days after the expiration of such ten (10) day period, and Tenant shall have the right during such one hundred twenty (120) day period to attempt to consummate its transaction with such person or entity identified in Tenant's Assignment/Sublet Notice. If Tenant shall have thereafter consummated any such proposed assignment, subletting, or licensing within such one hundred twenty (120) day period, Landlord shall have no recapture and termination option by reason of such proposed transaction; provided, however, Landlord shall continue to have such recapture and termination option with respect to any subsequently proposed assignment or subletting transaction involving the entire Premises for the remainder of the Term as otherwise provided in this Section.

Once delivered to Tenant, Landlord's notice to Tenant of its election to recapture Tenant's Premises and terminate this Lease shall be unconditional and irrevocable. This Lease shall thereafter terminate, with respect to just the portion of the Premises being recaptured by Landlord, upon the Effective Conveyance Date contained in Tenant's Assignment/Sublet Notice or if none is specified in Tenant's Assignment/Sublet Notice, that date which is the earlier of that date which is subsequently agreed upon by

Landlord and Tenant in writing or sixty (60) days from the date of Tenant's Assignment/Sublet Notice, provided, however, if Landlord exercises such recapture and termination option, Tenant shall nonetheless have, and remain entitled to, all such rights, options, or privileges except that the Premises shall be deemed to be only that portion of the then Premises remaining after Landlord's recapture.

If Landlord timely exercises such recapture and termination option in writing as provided in this Section: (i) without the necessity of any additional document being executed by Tenant or Landlord, such recapture and termination with respect to the affected portion of the Premises shall be effective and binding upon the parties as of the Effective Conveyance Date proposed by Tenant, or if none is specified in Tenant's Assignment/Sublet Notice, that date which is the earlier of that date which is subsequently agreed upon by Landlord and Tenant in writing or sixty (60) days from the date of Tenant's Assignment/Sublet Notice; (ii) Landlord shall be responsible, at its sole cost and expense, for all obligations and liabilities arising after the Effective Conveyance Date; and (iii) all then accrued but unperformed or unpaid rights, obligations and liabilities of the parties hereunder shall be equitably apportioned, as of the Effective Conveyance Date or such other date of such recapture or termination as provided under this Section, with Tenant being released and discharged from any obligations and liabilities under this Lease arising or accruing on and after the Effective Conveyance Date except for those which expressly survive the expiration or earlier termination of the Term. Upon or after such recapture and termination, Landlord shall, within ten (10) business days after request therefor by Tenant, execute, acknowledge and deliver, at no cost or other charge to Tenant, a written release and termination agreement or other estoppel certificate agreeing with Tenant or certifying to any designee of Tenant that this Lease was terminated as of the Effective Conveyance Date or such other date of such recapture or termination as provided under this Section.

Landlord shall have the right, option, or entitlement to share in and shall receive fifty percent (50%) of any rental profits which Tenant may receive by reason of any subletting arising from Tenant's leasehold interest in and to the Premises. Landlord shall be entitled to seek reimbursement for any administrative review fees, charges, or other compensation, attorneys fees, or other costs or expenses incurred in connection with its review, if any, of any requested consent to any proposed sublessee or assignee and negotiating and/or revising any applicable documents, whether or not such consent is granted such reimbursement not to exceed the amount of Five Hundred Dollars (\$500.00).

#### 14. Holding Over.

Should Tenant, or any of its successors in interest hold over the Premises, or any part thereof, after the expiration of the Term or any Extended Term of this Lease, unless otherwise specifically agreed to in writing signed by both parties, such holding over shall constitute and be construed as a tenancy from month to month only, subject to all conditions and obligations required to be performed by Tenant hereunder, provided Tenant shall pay a Base Rent equal to the greater of one hundred twenty percent (120%) of the monthly Base Rent in effect at the expiration of the term of this Lease or

one hundred ten percent (110%) of the then fair market value. Provided, however, in the event such hold over continues for a period beyond six (6) months, the monthly rental rate for any hold over period thereafter shall be equal to the monthly rental rate applicable to this Lease at the time of such expiration.

15. Quiet Enjoyment.

Landlord covenants that if, and so long as, Tenant pays the Rent required hereunder and performs the covenants it is required to perform hereunder, then Landlord shall do nothing to affect Tenant's right to peaceably and quietly have, hold and enjoy the Premises for the Term and any Extended Terms hereof subject to the provisions of this Lease.

16. Estoppel Certificate.

Tenant shall, without charge, at any time and from time to time hereafter, within thirty (30) days after receipt of a request from Landlord, but not more often than twice per year, certify by written instrument duly executed and acknowledged to any mortgagee or prospective mortgagee of the Premises or the fee interest in the Premises or to any purchaser or prospective purchaser of the fee interest in the Premises as to the existence of this Lease, in accordance with its tenor, as then constituted, as to whether or not this Lease is unmodified, or, if there has been any modification thereof as to the nature of the modification or modifications and as to existence of such modification, as to any known default on the part of any party hereunder, as to any known offsets, counterclaims, or defenses thereto. Any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee or prospective mortgagee of the Premises or the fee interest herein or by any purchaser or prospective purchaser of the fee interest herein.

17. Subordination and Non-Disturbance.

This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any and all present and future (1) mortgages, deeds of trust and similar security instruments that may now or hereafter encumber or otherwise affect the Land or the Building or Landlord's interest therein (collectively, the "Mortgages" and individually a "Mortgage"); (2) ground leases, operating leases and superior leases (collectively, the "Ground Leases") that may now or hereafter encumber or otherwise affect the Land or the Building or Landlord's leasehold therein; (3) each advance made or to be made under the Mortgages; and (4) any and all amendments, substitutions, supplements, renewals, extensions, modifications, recasting or refinancing of the Mortgages and the Ground Leases, provided, however, that such subordination shall be effective only if and when the mortgagee under any such Mortgage (the "Mortgagee") or the Lessor under any such Ground Lease (the "Ground Lessor") shall have provided to Tenant a fully executed, recordable non-disturbance agreement among each Mortgagee and Ground Lessor, as applicable, Landlord, and Tenant on such Mortgagee's and Ground Lessor's standard subordination, non-disturbance, and attornment form, as applicable, but which is also reasonably acceptable to Tenant (an "SNDA"), provided,


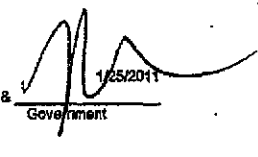
however, Tenant shall have the right to negotiate and Landlord shall use its good faith efforts and due diligence, at Landlord's sole cost and expense, in assisting Tenant in the negotiation of, revisions to that SNDA directly with each Mortgagee and Ground Lessor. In the event any Mortgage or Ground Lease which is entered into by Landlord after the date hereof to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the Mortgagee or beneficiary, or in the event any Ground Lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off or foreclosed, nor shall the rights and possession of Tenant hereunder be disturbed if Tenant shall not then be in default in the payment of rental and other sums due hereunder or otherwise be in default under the terms of this Lease. Notwithstanding the foregoing provisions of this Section, simultaneously with the execution of this Lease, Landlord agrees to use its best efforts to obtain for and deliver to Tenant a fully executed, recordable SNDA entered into by and among each current Mortgagee and Ground Lessor; Landlord; and Tenant on such Mortgagee's or Ground Lessor's standard form, as applicable, but which is reasonably acceptable to Tenant. In addition, if requested in writing by Tenant, Landlord shall promptly furnish Tenant with a fully executed standard Non-disturbance and Attornment Agreement for any existing mortgagee(s).

Tenant shall be responsible for paying for its own legal fees and expenses but shall not be responsible for paying any fees or charges payable to the lenders or Ground Lessors in connection with any such SNDA (which fees or charges shall be the responsibility of Landlord or such lenders or Ground Lessors), provided, however, if Tenant elects to record any such SNDA, Tenant shall bear the cost of recording same and removing same from such records upon the expiration or earlier termination of this Lease in accordance with its terms, which obligation shall survive same until satisfied.

Nothing contained in this paragraph shall be deemed or construed to limit the Governments' rights as sovereign.

18. Entry by Landlord.

Subject to Tenant's security, safety, and export control requirements, Landlord reserves, and shall during reasonable business hours have, the right to enter the Premises to inspect the same, to exhibit said Premises to prospective lenders, purchasers or tenants, to post notices of non-responsibility, to post signs, to make repairs, alterations, improvements and additions to the Premises or any portion of the Building of which the Premises are apart that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked, and further providing that the business of Tenant shall not be interfered with unreasonably. Unless in an emergency, Landlord shall first give notice of its intent to enter the Premises and obtain Tenant's consent thereto. In the event of an emergency, Landlord shall have the right to use any and all means which Landlord may deem proper to open all doors in order to obtain entry to the Premises without liability to

Initials:  &   
Lessor Government  
1/25/2011



Tenant except for any failure to exercise due care for Tenant's personal property located on such premises.

19. Signage.

No signs or advertisement shall be placed or printed upon the outer walls, doors, windows, roof or land area of the Premises, except those signs and locations allowed by applicable codes, ordinances and other governmental regulations and which are approved in writing by the Landlord prior to installation. Landlord's consent shall not be unreasonably withheld, conditioned, and/or delayed. Landlord reserves the right at any and all times to place its advertising signs upon any portion of the Premises (providing the business of the Tenant is not interfered with unreasonably) or upon any other portion of the building of which the Premises is a part.

20. Notices.

All notices, demands, requests or other instruments required in this Lease to be given by Tenant to Landlord or Landlord to Tenant shall be in writing, hand delivered, sent by prepaid certified or registered mail of the United States, or by reliable overnight or local courier, to the address listed below or such other place as the parties may designate from time to time by written notice.

LANDLORD:

Huron Real Estate Associates, LLC  
1701 North Street - Dept. 157E  
Endicott, New York 13760  
ATTN: Chris Peltó

With a Copy to:

James W. Orband, Esquire  
Hinman, Howard & Kattell, LLP  
700 Security Mutual Building, 80 Exchange Street  
Binghamton, New York 13901-3490

TENANT:

Jeannette Rios  
[REDACTED]  
Real Estate Acquisition Division GSA/PBS  
FOB Room 358  
150 Carlos Chardon Avenue  
San Juan, PR 00918

21. Authority of Parties.

Each individual executing this Lease on behalf of its principal represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said party.

22. Leasing Commissions or Brokerage: Fees.

Tenant warrants and represents to Landlord that it has not engaged any real estate broker or agent in connection with this Lease.

23. Representations and Warranties.

Landlord and Tenant hereby represent and warrant to the other party as follows:

23.1 Landlord is a limited liability company organized and existing under the laws of New York State.

23.2 Landlord has the right, power, legal capacity and authority to enter into this Lease and to perform all of its obligations hereunder.

23.3 Landlord does not know of any facts or circumstances that would prevent Tenant from enjoying the quiet possession of the Premises in accordance with the terms and conditions of this Lease or that would prevent Landlord from performing all of its obligations hereunder. The property is not involved in any foreclosure proceedings and Landlord is not in default in any underlying mortgage or deed or trust nor is it insolvent, under any arrangement with creditors or under protection of the Bankruptcy Laws.

23.4 The Premises, the Building, and all land associated therewith and all parts thereof are now in compliance with, and throughout the term of this Lease will be made to be in compliance with, all applicable federal, state, and local laws, rules, ordinances statutes, etc., including, without limitation the Americans With Disabilities Act.

23.5 Tenant has the right, power, legal capacity and authority to enter into this Lease to perform all of its obligations hereunder.

24. Hazardous Materials

- a. Neither the Government nor Lessor shall use, generate, manufacture, produce, store, release, discharge or dispose of on, in or about the leased premises or transport to or from the leased premises any "Hazardous Materials", or knowingly allow any other person or entity to do so, other than in compliance with all applicable Federal, state, and local laws. "Hazardous Materials" shall mean any substances defined as or included within the definition of "hazardous substances," "hazardous wastes," "hazardous pollutants," or "toxic pollutants," as those terms are used in the Resource and Recovery Act, the Comprehensive Environmental

Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulation promulgated there under; provided, however, the term "Hazardous Materials" shall not be deemed to include any materials that are included in the preceding definition but are nevertheless used, stored, or generated in quantities or forms that are not regulated or prohibited.

- b. Each of Lessor and the Government shall promptly notify the other party should it receive actual notice of, or otherwise become aware of, any: (x) pending or threatened environmental regulatory action against such party or the Premises or either party's use or occupancy of the Premises or any portion thereof; (y) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material used, generated, stored, disposed or released on, from or into the Premises; or (z) the release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises.
- c. To the extent required by either Lessor or the Government to defend a claim or action brought against the other party or any of such parties' officers, employees or agents, each party agrees with the other, to the extent permitted by applicable law, to provide the other party and such parties' officers, employees and agents with access to the records and data maintained by the applicable party relevant to the receipt, processing, storage, use, transportation, generation, release and disposal of any Hazardous Materials which are the subject of, or are relevant to, the claim or action in question.

## 25. General Provisions.

25.1 Severability: If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease or any Extended Term then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of the parties to this Lease that if any clause or provision is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

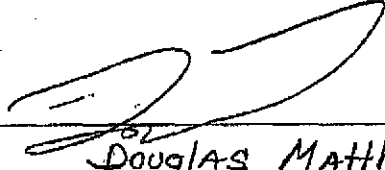
25.2 Headings. The headings of the provisions hereof are intended for convenience of reference only and shall not be used in interpreting the terms hereof

25.3 Force Majeure. Notwithstanding the foregoing, in the event at any time during the Term of this Lease Landlord or Tenant is unable to perform their obligations set forth herein by reason of labor strikes or other labor disputes that are not solely related to said party, casualty, war, or insurrection, governmental laws or regulations, power failures, Acts of God, or inability to obtain materials (other than financial inability of either party), then performance of said obligation shall be excused for the period said party is unable to complete such obligations, provided the party so affected shall use its best efforts to complete its obligations as soon as practicable after the cause has been removed or ceased.

IN WITNESS WHEREOF, Landlord and Tenant execute this Lease as of the date and year above written.

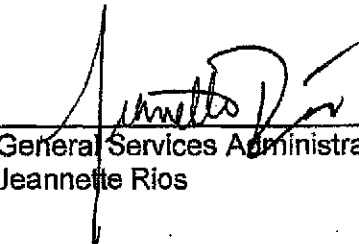
LANDLORD:  
HURON REAL ESTATE ASSOCIATES, LLC

Dated: 01/26, 2011  
January 26, 2011

By:   
Douglas Matthews

TENANT:

Dated: 01/27, 2011  
January 27, 2011

By:   
General Services Administration  
Jeannette Rios