

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

JUNE 24, 2008

LEASE NO.

GS-02B-23561

NY7445ZZ

THIS LEASE, made and entered into this date by and between STAR PROPERTIES OF BINGHAMTON, LLC

whose address is 112 State Street
Binghamton, New York, 13901

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:

15,040 rentable square feet / 13,865 ANSI BOMA office area square feet of office and related space located on the entire 3rd floor of the building known and designated as 2 Court Street, Binghamton, New York, 13901 as shown on the demising plan labeled Exhibit "A" attached hereto and made a part hereof, to be used for office and related purposes together with ten (10) unreserved outside on-site parking spaces.

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

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE

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

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

~~\$ _____~~

SEE PARAGRAPHS 12 and 13 OF THE RIDER TO THIS LEASE

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

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

4. ~~The Government may terminate this lease at any time by giving at least _____ days notice in writing to the
Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing
with the day after the date of mailing.~~

SEE PARAGRAPH 9 OF THE RIDER TO THIS LEASE

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

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term
or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.
Said notice shall be computed commencing with the day after the date of mailing.~~

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

INTENTIONALLY DELETED

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

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE


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

LESSOR STAR PROPERTIES OF BINGHAMTON, LLC

BY  (Signature) _____ (Signature)

Mark Hubner



IN PRESENCE OF:

 (Signature) 122 Hote St. Binghamton, NY (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  (Signature) _____ Contracting Officer (Official title)

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 40,
 - b. Section 1: Summary, Paragraphs 1.9 through 1.11, and 1.13,
 - c. Section 2: Intentionally deleted
 - c. Section 3: Miscellaneous, Paragraphs 3.2 through 3.4, 3.6, 3.8, 3.9, 3.11 through 3.13, 3.15 through 3.18
 - d. Section 4: General Architecture, Paragraphs 4.1 through 4.7, 4.9 through 4.14,
 - e. Section 5: Architectural Finishes, Paragraphs 5.1 through 5.22,
 - f. Section 6: Mechanical, Electrical, Plumbing, Paragraphs 6.1 through 6.19,
 - g. Section 7: Services, Utilities, Maintenance, Paragraphs 7.1 through 7.4, 7.6 through 7.9,
 - h. Section 8: Safety and Environmental Management, Paragraphs 8.1 through 8.12,
 - i. Section 9: Lease Security Standards, Paragraphs 9.1 through 9.15,
 - j. Section 10: Special Requirements: Paragraphs 10.1 through 10.5, and Attachments A through D,
 - k. General Clauses - GSA Form 3517B (Rev. 11/05), Paragraphs 1 through 48,
 - l. Representations & Certifications - GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11,
 - m. Demising Plan, Exhibit "A",
 - n. Design Intent Drawing, Exhibit "B" (*to be provided*),
 - o. The Smith Group Drawings, Exhibit "C" (*to be provided*).
8. The term of this Lease shall commence upon completion of the alterations to the leased premises by the Lessor and acceptance thereof by the Government as substantially complete and run for a period of ten (10) years thereafter, subject to the termination rights as set forth below. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
9. The Government may terminate this lease at any time by providing at least 180 days written notice to the Lessor after the fifth (5th) year of the lease and no rental shall accrue after the date of termination. Said notice shall be computed commencing the day after the date of mailing.
10. The Lessor agrees to proceed with due diligence to provide all labor and materials necessary to perform all alterations and installations in accordance with this rider, Sections 1 through 10 of this lease, its attachments, the Government's approved design intent drawings and the Government's electrical and data cabling plan and specifications (also known as "The Smith Group Drawings") (to be provided by the Government) and to deliver the space ready for occupancy in accordance with Paragraph 3.16 of this Lease.

LESSOR  GOV'T 

11. The space leased to the Government must contain the required ANSI/BOMA office area square feet (usf) specified in Paragraph 1 of the SF2 of this lease. In no event shall the Government pay for more than 13,865usf of office space.
12. The annual rental amount for years 1 through 5 is \$401,568.00 per annum (\$33,464.00 per month) (\$26.70rsf/\$28.96usf) subject to annual operating cost escalations as specified in Paragraph 3.6 of this Lease. This annual rent includes the maximum tenant improvement allowance (TIA) of \$560,146.00 amortized over years 1 through 5 at a rate of 7.00% for a total tenant improvement rental of \$133,104.00 (\$8.85rsf/\$9.60usf) per annum.
13. The annual rental amount for years 6 through 10 is \$268,464.00 per annum (\$22,372.00 per month) (\$17.85rsf/\$19.36usf) subject to annual operating cost escalations as specified in Paragraph 3.6 of this Lease.
14. Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED] Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 1.13, "Broker Commission and Commission Credit", the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 1.13 of the SFO, "Broker Commission and Commission Credit", in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$33,464.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$33,464.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$33,464.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$33,464.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

15. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to Star Properties of Binghamton, LLC, 112 State Street, Binghamton, NY 13901.
16. For the purposes of operating cost escalations, in accordance with Paragraph 3.6 of this Lease, the annual base cost of services is \$90,841.60 (\$6.04 rsf/\$6.55 usf).
17. All services, maintenance and utility costs are included in the rental consideration, including tenant electricity for lights, office machines and related equipment and HVAC. Services, utilities and maintenance shall be provided by the Lessor in accordance with the specifications in this lease at no additional cost to the Government.
18. Pursuant to Paragraph 7.3 of the Lease, there is an additional charge of \$48.00/hour for the use of overtime heating and air-conditioning service exclusively Monday – Saturday with a one hour minimum beyond the Government's normal hours as stipulated in Paragraph 7.2 of this Lease. There is an additional charge of \$53.00/hour for the use of overtime heating and air-conditioning service exclusively Sunday and Federal Holidays with a three hour minimum beyond the Government's normal hours as stipulated in Paragraph 7.2 of this Lease.
19. The electric for the supplemental HVAC for the DCR room as referenced in Section 10.0(1)(C) Special Requirements shall be provided 24 hours a day, 7 days per week as part of the rental consideration.
20. For the purposes of tax adjustments in accordance with Paragraph 3.4 of this Lease, the Government's percentage of occupancy is 27% of the building.
21. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 3.13 of the Lease, the rent shall be reduced by \$2.46rsf/\$2.67usf.
22. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved 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/life safety requirements.
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 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. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.
26. Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
27. In accordance with Paragraph 14 of the General Clauses, the Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government a minimum of 24 hours advance notice if access to the leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.
28. 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 this 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 the transfer.
 - The new owner's employer identification or Social Security Number.
 - A completed "Payment Information Form" SF3881 (Provided to the Lessor by the Government)

- 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 all general partners fully 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.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent for that month, adjusted in accordance with the effective date of the 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 related information is not received until the sixteenth day of that month (or later), in which the transfer of title will be effected, the full contract rental for the 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.

29. The Lessor shall install and maintain 10 lbs. ABC multipurpose fire extinguishers throughout the leased premises at such locations that the maximum traveled distance between extinguishers is fifty (50) feet. A sign shall be placed above the extinguisher so its location is apparent from a distance. The Lessor shall insure that the leased premises comply with all applicable fire and safety provisions.
30. The Government shall have 24-hour/7-day access to the leased premises.
31. In the event of any conflict or inconsistency between the SFO, the rider and approved construction drawings it is agreed that the rider and the approved construction drawings shall control and govern.
32. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
33. The Lessor shall provide, install and maintain exterior signage that clearly identifies the location to the public.
34. The Lessor shall provide and install drinking fountains adjacent to the public and employee toilet rooms.

35. In accordance with Paragraph 8.4 of this Lease, the Lessor shall maintain a fire alarm system, the inspection, testing and maintenance of which shall be in accordance with the National Fire Alarm Code (NFPA 72).
36. The Lessor shall install and maintain all locking devices in compliance with all applicable standards and codes including section 7.2.1.6.2 of NFPA 101, and the Building Code of New York State. All doors of egress shall be operable with a single obvious action without keys, cards, operations or push buttons, or other special knowledge or special effort. Supplemental deadbolts are not permitted unless they are part of the latching mechanism and are retracted with the latch from the tenant side.
37. As part of the rental consideration, the Lessor agrees to have the building, leased space, and areas serving the leased space, including but not limited to the 3rd floor toilet rooms, comply with the Architectural Barriers Act Accessibility Standard (ABAAS) in accordance with Paragraph 4.13 of this Lease.
38. As part of the rental consideration and prior to occupancy by the Government, the Lessor shall abate all Asbestos Containing Materials (ACM) in accordance with Paragraph 8.6 of this Lease.
39. The unit prices listed below may be used during the first year of the lease to price alterations costing \$100,000 or less. These prices are quoted as fully installed and finished and may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.
1. The cost per linear foot of office subdividing ceiling-high partitioning - [REDACTED]
per linear square foot
 2. The cost per floor-mounted duplex electrical outlet - [REDACTED]
 3. The cost per wall-mounted duplex electrical outlet - \$ [REDACTED]
 4. The cost per floor-mounted fourplex (double duplex) electrical outlet - [REDACTED]
each
 5. The cost per wall-mounted fourplex (double duplex) electrical outlet - [REDACTED]
each
 6. The cost per dedicated clean electrical computer receptacle - [REDACTED]
 7. The cost per floor-mounted telephone outlet - [REDACTED]
 8. The cost per wall-mounted telephone outlet - [REDACTED]
 9. The cost per interior door with jamb - [REDACTED]
40. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.