

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 11, 2010

LEASE NO. LOCATION : NY7502ZZ
GS-02B-23748

THIS LEASE, made and entered into this date by and between **AMYELL Development Corporation**

whose address is 1200 A Scottsville, Rd. Suite 400 Rochester New York 14624-5701

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:

15,207 rentable square feet (rsf) / 13,230 ANSI/BOMA office area square feet (usf) of office space comprising the entire 4th floor of the building known and designated as 1200 C Scottsville Road, Rochester, New York 14624-5701 as shown on the demising plan labeled Exhibit "B" attached hereto and made a part hereof, to be used as office and related purposes together with Twenty Five (25) on-site surface parking spaces.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____ through _____, subject to termination and renewal rights as may be hereinafter set forth.

SEE PARAGRAPH 11 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of

\$ _____

SEE PARAGRAPH 12 OF THE RIDER TO THIS LEASE

4. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

(Intentionally Deleted)

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JPH
LESSOR

[Signature]
&
GOVERNMENT

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

6. 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.

AMYELL Development Corporation 1200 A Scottsville Rd. Rochester, New York 14624-5701

BY *Jody Hell* President
(Signature) (Title)

IN PRESENCE OF:

James L. Callaghan [REDACTED]
(Signature) (Address)
Bonnie L. Callaghan

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY *Maria D. [Signature]* Contracting Officer
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

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INITIALS *JPH* & *[Signature]*
LESSOR GOVERNMENT

RIDER TO LEASE NO. GS-02B-23748

7. The following are attached hereto and made a part hereof:
- a) Lease Rider, containing Paragraphs 7 through 31
 - b) Summary, Paragraphs 1.1 through 1.2
 - c) Utilities, Services, and Lease Administration, Paragraphs 2.1 through 2.13
 - d) Design, Construction, and Other Post Award Activities, Paragraphs 3.1 through 3.12.
 - e) General Architecture, Paragraphs 4.1 through 4.12
 - f) Architectural Finishes, Paragraphs 5.1 through 5.14
 - g) Mechanical, Electrical, Plumbing, Paragraphs 6.1 through 6.18
 - h) Fire Protection, Life Safety, and Environmental Issues, Paragraphs 7.1 through 7.13
 - i) Lease Security Standards, Paragraphs 8.1 through 8.29
 - j) [REDACTED] Special Requirement, 10.1 Marked as Exhibit (A)
 - k) Exhibit (B) Floor Plan.
 - l) General Clauses - GSA Form 3517B
 - m) Representations and Certifications - GSA Form 3518

In the event that any requirements of the SFO section of this lease conflict with the requirements of this Rider or any attachments/exhibits to this Lease, the requirements of this Rider and the attachments/exhibits shall control and govern.

8. Whenever the words "Successful Offeror" or "Lessor" appear in the Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers" or "SFO" appear in this Lease, they shall be deemed to mean "Leased space" or "Premises", and wherever the word "Lessee" is used herein, it shall be deemed to mean the "Government".
9. The Lessor and the Lessee mutually agree that the premises consist of 15,207 rentable square feet (RSF) of office space which is equivalent to 13,230 ANSI/BOMA office area square feet (USF) of space located on the 4th floor of 1200 C Scottsville Rd. Rochester, NY 14624-5701. At no additional cost, the Government shall occupy twenty five (25) on-site surface parking spaces.
10. The Lessor hereby agrees to deliver the space ready for occupancy within One Hundred and twenty (120) working days after the execution and delivery of approved working drawings by the Government or Lessor's receipt of a notice to proceed from the Government, whichever is later. The Lessor shall give the Government at least seven (7) business days notice of the anticipated completion of the leased premises whereupon the Government shall have seven (7) business days to inspect the leased premises to determine whether the space has been "substantially completed" as described below.
11. The term of this Lease shall commence upon the first business day following completion of the leased premises by the Lessor, and acceptance thereof by the Government as "substantially completed" as set forth in the General Clauses, GSA Form 3517B, Paragraph 1, and run for a period of ten (10) years thereafter.

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The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

12. The Government shall pay the Lessor annual rent of \$381,695.70 at the rate of (\$25.10) per rentable square foot (RSF) or \$31,807.61 per month in arrears.

Rent payments shall be made payable to:

AMYELL Development Corporation
1200 A Scottsville, Rd. Suite 400
Rochester, New York 14624-5701

The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$608,900.00 for the construction of the tenant improvements, which shall be amortized into the annual rental over years 1-10 at an interest rate of 6.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$32,967.28 per annum.

If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost, which will be amortized into the annual rental over 10 years at an interest rate of 6.5% and such adjusted amount shall constitute the annual tenant improvement rental.

If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate may be increased to reflect the actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 6.5% and such adjustment shall constitute the annual tenant improvement rental or the Government may reimburse the Lessor for that portion which exceeds the tenant improvements in a one-time lump sum payment.

Notwithstanding the foregoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

13. For the purpose of Operating Cost Escalations, in accordance with Paragraph 2.3 of the SFO, the base cost of services is \$95,347.89 per annum, or \$6.27 per rentable square foot.

14. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 2.2 of the SFO, the Government will occupy 27.16 % of the rentable area of the building. The Block and Lot number for this building is: 135.03-03-9.3

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135.03-1-9.3

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15. The Adjustment for Vacant Premises pursuant to Paragraph 2.4 of the SFO shall be at the rate of \$3.25 per rentable square foot and \$2.16 per ANSI/BOMA office area square foot.
16. The Lessor agrees to provide all services, utilities, and maintenance as set forth in the SFO portion of this lease including, but not limited to, heating, ventilation, water and sewer charges, and electricity for lights, power and air conditioning. The Lessor will maintain, repair, and if necessary replace the HVAC unit(s) and gas heating units servicing the premises.
17. Pursuant to Paragraph 2.9 of the SFO "Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours of 8:00 am to 6:00 pm, Monday through Friday, in accordance with the schedule set forth in this Lease.
18. In accordance with paragraph 2.6, 'Overtime Usage', of the SFO portion of the Lease, the overtime rate shall be \$15.00 per hour for years 1-10 of this Lease agreement. There will be no additional charge however for any 24-hour LAN room.
19. The Lessor must adhere to the lease Security Standards and provide and install wet-glazed or mechanically attached, shatter-resistant material per paragraph 8.28 of this lease.
20. 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 reasonable notice.
21. 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 Contracting Officer or other designated representative of the U.S. General Services Administration.
22. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and Lessor.
23. The Government reserves the right to post Government rules and regulations where the Government leases space within the demised premises.
24. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs, maintenance, alterations, and overtime services, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the U.S. General Services Administration.

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25. If, during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany notification:

- a) A certified copy of the deed transferring title to 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 transfer;
- d) Documentation regarding the new Lessor's organizational structure. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give the names of all trustees and the recording date of the trust;
- e) Evidence of individuals authorized to sign lease documents and the letter adopting the lease;
- f) A letter from the new owner identifying the proper legal name(s) and address(es) of the new Lessor and payee;
- g) The new owner's employer identification or Social Security number and verification that the new owner is actively registered in the Central Contractor Registration (CCR) database.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of transfer, will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and any related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with the other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

26. The Lessor agrees that the Government shall have no obligation to restore the leased space as a result of ordinary alterations, additions or fixtures made during the term, whether performed by the Government or by the Lessor. The Government's right to make alterations, additions or fixtures under this lease, including under Clause 19 of the General Clauses, is subject in each case to the

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prior written consent of the Lessor, which consent shall not be unreasonably withheld. The Lessor shall immediately advise the Government of any change in the designated representative and furnish the Government with the name, address and telephone number of the successor within 24 hours.

28. As part of the rental consideration, the Lessor agrees to obtain any special use or occupancy permit that may be required from the municipality permitting the use and occupancy of the "Premises" by the Government.
29. The Government shall have access to the leased space on a 24 hour, 7-day a week basis.
30. Each employee of the Lessor and/or its Contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
31. The Lessor or Lessor's contractors shall not have access to the Government premises unless accompanied by a Government representative in each instance including access for routine maintenance, repairs and janitorial services. The Government will provide the Lessor with the name and phone number of the Government agent to obtain access.

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