

LEASE NO. GS-02P-LNY00117

Global Lease
GSA FORM L100 (03/2016)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (GSA Lease Form L100, hereinafter Lease Form). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Lessor's Name Acquest Grand Island LLC

(Lessor), whose principal place of business is 80 Curtwright Drive, Suite 5, Williamsville New York 14221-7055, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

201 Lang Boulevard, Grand Island, New York 14072

and more fully described in Section 1 and Exhibit "A", together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon **July 10, 2016** and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR

Name: William L. Huntress
Title: Manager
Entity Name: Acquest Grand Island LLC
Date: 11/17/16

FOR THE GOVERNMENT:

Name: Mary Nowobilski
Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: November 29, 2016

WITNESSED FOR THE LESSOR BY:

Name: Cindy Daumen
Title: Executive Assistant
Date: 11/17/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR:  GOVERNMENT: 

GSA FORM L100 (03/16)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 35,882 Rentable Square Feet (RSF), yielding 33,757 ANSI BOMA Office Area Square Feet (ABOASF) consisting of the following: Unit I consisting of 28,700 RSF, yielding 27,000 ABOASF of office and related space at approximately \$38.28/RSF for years 1-5 and \$40.69/RSF for years 6-15, and Unit II consisting of 7,182 RSF, yielding 6,757 ABOASF of space at 0.00/RSF for years 1-15 of the Lease. While the Government pays \$0.00 for Unit II, this Lease requires the Government to reimburse the Lessor for any increases in tax adjustments associated with Unit II. If in the event there is a reduction in taxes, any cost savings will be taken from Unit I. The rental space is located on the 1st floor of the Building as depicted on the floor plan(s) attached hereto as Exhibit "A". All rights, responsibilities, and obligations that bind the Lessor and Government under this Lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to both Units I and II of the Lease.

B. Common Area Factor: The Common Area Factor (CAF) (not including free space) is established as 6 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 117 parking spaces as depicted on the plan attached hereto as Exhibit "A", reserved for the exclusive use of the Government, of which 18 shall be structured/inside parking spaces, and 99 shall be surface/outside parking spaces. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof or ground of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	UNIT I FIRM TERM YEARS 1-5	UNIT I FIRM TERM YEARS 6-10	UNIT I NON-FIRM TERM YEARS 11-15	UNIT II YEARS 1-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$705,511.00	\$805,674.00	\$805,674.00	\$0.00
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$ 267,125.00	\$ 267,125.00	\$267,125.00	\$ 0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$ 126,000.00	\$ 126,000.00	\$126,000.00	\$0.00
TOTAL ANNUAL RENT	\$1,098,636.00	\$1,198,799.00	\$1,198,799.00	\$0.00

¹Shell rent calculation:

(Firm Term 1-5) \$24.58/RSF multiplied by 28,700 RSF

(Firm Term 1-5) \$0.00/RSF multiplied by 7,182 RSF
(Firm Term 6-10) \$28.07/RSF multiplied by 28,700 RSF
(Firm Term 6-10) \$0.00/RSF multiplied by 7,182 RSF
(Non-Firm Term 11-15) \$28.07/RSF multiplied by 28,700 RSF
(Non-Firm Term 11-15) \$0.00/RSF multiplied by 7,182 RSF

²Tenant Improvements of \$0 are amortized at a rate of 0 percent per annum over 0 years.

³Operating Costs rent calculation: \$9.30/RSF multiplied by 28,700 RSF

³Operating Costs rent calculation: \$0.00/RSF multiplied by 7,182 RSF

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs described under sub-paragraph I below

B. ~~In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.~~

C. ~~Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed XX ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.~~

D. ~~Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

D. ~~Rent is subject to adjustment upon reconciliation from quantities in the Lease to the approved DIDs and post-DID change orders, based on unit costs negotiated and agreed upon prior to Lease award.~~

E. ~~Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.~~

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. Parking shall be provided at a rate of \$0 per parking space per month (structured/inside), and a rate of \$126,000.00 per annum for all secured surface/outside parking spaces. This per annum rate is not subject to escalation and shall not be increased even if the total number of outside parking spaces are increased.

J. ~~In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first XX (X) months of the Lease. Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government.~~

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015) – INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEP 2013) – INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) & PARKING PLAN	2	A
AGENCY REQUIREMENTS	N/A	
TENANT IMPROVEMENTS UNIT PRICE LIST	N/A	
SECURITY REQUIREMENTS	13	B
SECURITY UNIT PRICE LIST	N/A	
GSA FORM 3517B GENERAL CLAUSES	15	C
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	D
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PREAWARD COMMITMENT	N/A	
SMALL BUSINESS SUBCONTRACTING PLAN	N/A	
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No.	N/A	

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015) – INTENTIONALLY DELETED

1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012) – INTENTIONALLY DELETED

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) – INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) – INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease. Tax adjustments shall not occur until the tax year following lease commencement has passed. Any Tax adjustments shall not occur until all (3) payments (County 2017 and the 1st and 2nd payment of City) are fully paid and submitted to the Government in accordance with tax submission process established in section 2.07 of this Lease and shall continue thereafter until lease expiration. The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$9.30 per RSF (\$267,125.00/annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOASF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:" – There shall be no additional charge for overtime HVAC.

- \$0.00 per hour per zone
- No. of zones: 0
- \$ 0.00 per hour for the entire space.

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. This is a twenty-four hour per day, seven day per week facility. Services, maintenance, utilities (including, electrical, lighting and HVAC) shall be provided twenty-four hours per day, seven days per week by the Lessor at an annual rate of \$0.00 per ABOA SF.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Within 120 days following lease execution, and at Lessor's expense, the following additional building improvements shall be completed:

- A. The Lessor shall be responsible to re-paint & re-carpet the entire lease space. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be performed at the Lessor's expense.
- B. The Lessor shall replace vinyl tile in lease space.
- C. The Lessor shall make any necessary upgrades to the ID badging (building access/card readers) system so that it is fully functional and in compliance with DHS HSPD-12 standards.
- D. The Lessor shall make any necessary upgrades to the on-site HVAC Building Control Network so that it is fully functional and able to send out notifications when systems fail.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) – INTENTIONALLY DELETED