

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 31, 2010

LEASE NO.

GS-02B-23607

LOCATION :

NY7079ZZ

THIS LEASE, made and entered into this date by and between NYSUT BUILDING CORPORATION
Whose address is 800 TROY-SCHENECTADY ROAD
LATHAM, NY 12110-2455
and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,858 rentable square feet (RSF) of office and related space, which yields 1,616 ANSI/BOMA Office Area square feet (USF) of space on the second floor of 201 Stockade Dr., Kingston, NY 12401-3865 to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on (See paragraph 10 of Lease rider), subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of (See paragraph 11 of lease rider).

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

NYSUT BUILDING CORPORATION
800 TROY-SCHENECTADY ROAD
LATHAM, NY 12110-2455

4. See paragraph 10 of lease rider.

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.

LESSOR: NYSUT BUILDING CORPORATION


President

(Title)

IN PRESENCE OF:



Joan Nauman



(Address)

GS-02B-23607

INITIALS:

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LESSOR

T.S.
&
GOVERNMENT

Government signature is in the Back

1 of 63

RIDER TO LEASE NO. GS-02B-23607

7. The following are attached hereto and made a part hereof:
- a) Lease Rider, containing Paragraphs 7 through 33
 - b) Summary, Paragraph 1.1 through 1.4
 - c) Utilities, Services, and Lease Administration, Paragraphs 4.1 through 4.13
 - d) General Architecture, Paragraph 6.1 through 6.9
 - e) Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.3
 - f) Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12
 - g) Lease Security Standards, Paragraphs 10.1 through 10.12
 - h) General Clauses – GSA Form 3517B
 - i) Representations and Certifications – GSA Form 3518
 - j) Pre-Lease Fire Protection and Life Safety Evaluation for a Low-Rise Office Building, marked as Exhibit (A).

In the event that any requirements of any Sections of the SFO 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" appears 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 1,858 rentable square feet (RSF) of office space which is equivalent to 1,616 ANSI/BOMA office area square feet (USF) of space located on the second floor of 201 Stockade Drive, Kingston, NY12401.
10. The term of this Lease shall commence upon the first business day following the execution of the Lease by the contracting officer as set forth in the General Clauses, GSA Form 3517B, Paragraph 1, and run for a period of ten (10) years thereafter. The Government may terminate this Lease at any time by providing at least 90 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.
11. The Government shall pay the Lessor annual rent of \$35,302.00 at the rate of (\$19.00) per rentable square foot (RSF) \$2,941.83 per month in arrears.

Rent payments shall be made payable to:

NYSUT BUILDING CORPORATION
800 TROY-SCHENECTADY ROAD
LATHAM, NY 12110-2455

2 of 23

12. For the purpose of Operating Cost Escalations, in accordance with Paragraph 4.3 of the SFO, the base cost of services is \$10,553.44 per annum, or \$5.68 per rentable square foot.
13. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the SFO, the Government will occupy 8% of the rentable area of the building. The Block and Lot number for this building is 48.314-2-24.111
14. The Adjustment for Vacant Premises pursuant to Paragraph 4.4 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.
15. The Lessor agrees to provide all services, utilities, and maintenance as set forth in the SFO section 4.0 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.
16. Pursuant to Paragraph 4.8 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.
17. Overtime services provided in accordance with paragraph 4.6 of the SFO shall be provided at no additional cost to the Government.
18. 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 give the Government reasonable notice.
19. 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.

3 of 63

20. 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.
21. The Government reserves the right to post Government rules and regulations where the Government Leases space within the demised premises.
22. 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.
23. 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.

24. 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 prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.
25. The Lessor will provide the name and telephone number of a designated representative that can be contacted to correct deficiencies. 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.
26. 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.
27. The Government shall have access to the Leased space on a 24 hour, 7-day a week basis.
28. 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.
29. 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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30. The Government does hereby covenant and agree with the Lessor, which covenants shall survive the termination of this Lease, that: (a) Government shall during the term of this Lease be in compliance in all respects with all applicable federal, state and local laws with respect to Government's use and occupancy of the demised premises, including, without limitation, those relating to toxic and hazardous substances and other environmental matters and (b) if any environmental contamination (including the storage or disposal of petroleum based products) is found on the demised premises (as result of Government's use and occupancy thereof) on the termination of this Lease for any reason or the expiration of the term hereof for which any removal or remedial action is required pursuant to law, ordinance, order, rule, regulation or Governmental action, Government shall, at its sole cost and expense, take such removal or remedial action promptly to the satisfaction of the appropriate Governmental agency. For purposes of this Article, "hazardous and toxic substances" shall include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, petroleum based products, hazardous or toxic substances or related materials described in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the New York Environmental Conservation Law, the Resource Conservation and Recovery Act, as amended, and the regulations adopted and publications promulgated pursuant thereto.
31. The failure of the Lessor or the Government to seek redress for violation of or to insist upon the strict performance of any covenant or agreement contained in this Lease shall not prevent a similar subsequent act from constituting a default under the Lease.
32. The Lessor's failure to comply with paragraphs 28, 29, 30, 38, 39, 40, 42, and 43 of the General Clauses shall not deem a default under this Lease unless and until Lessor fails to cure such non-compliance (to the extent that the same is curable and if any such default is incurable, the parties, acting reasonably, shall fashion an appropriate remedy therefore), within twenty (20) days after Lessor receives notice of same or such additional period as may reasonably be required to cure the same under the circumstances.
33. The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue Certificates of Occupancy, the Lessor shall obtain the services of a licensed fire protection engineer to verify the offered space meets all applicable local codes and ordinances to ensure an acceptable level of safety is provided.