

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

9/30/2010

LEASE NO.: GS-02B-23684 BLDG NO: NY7489

THIS LEASE, made and entered into this date by and between **1 Park Place, LLC**

whose address is **8114 Lawndale Avenue
Skokie, IL 60076**

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:

A total of **18,292 rentable square feet (RSF)** which yields **15,906 ANSI/BOMA Office Area (ABOA SF)** of office, special purpose, and related space comprising floors one, two, four and five located at **One Park Place, 300 South State Street, Syracuse, NY 13202-2024**. Included in the rent at no additional cost to the Government are two (2) reserved parking spaces for the Government's exclusive use.

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning upon substantial completion and acceptance of Tenant Improvements pursuant to Paragraph 5.11 of the Solicitation For Offers 8NY2059 and continuing for one hundred and twenty (120) months thereafter, subject to termination and renewal rights as may be hereinafter set forth.

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

~~\$ _____~~

~~at the rate of \$ _____ per~~

~~_____ in arrears.~~

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

SEE PARAGRAPH 9 OF LEASE RIDER

4. The Government may terminate this lease at any time AFTER the sixtieth (60th) month by providing at least ninety (90) days written notice 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.

- ~~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.~~

Jan 11 EC

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

SEE ATTACHED.

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

LESSOR: 1

BY

[Redacted Signature]

JOHN M. HUSTON
EXECUTIVE VICE PRESIDENT

(Title)

IN PRESENCE OF

[Redacted Signature]

American Landmark Properties, Ltd.
8114 Lawndale Avenue
Skokie, Illinois 60076-3322

(Address)

UNITED STATES OF AMERICA: U.S. GENERAL SERVICES ADMINISTRATION

BY

[Redacted Signature]

Contracting Officer
(Official title)

Handwritten initials and scribbles

RIDER TO LEASE NO. GS-02B-23684

7. The following are attached hereto and made a part hereof:

- a. Lease Rider, containing paragraphs 7 through 22;
- b. Solicitation for Offers (SFO) Section 1.0, Summary, paragraphs 1.1 and 1.3;
- c. SFO Section 2.0, Award Factors and Price Evaluation, paragraphs 2.1 through 2.3;
- d. SFO Section 3.0, How To Offer and Submittal Requirements, paragraphs 3.1 through 3.6;
- e. SFO Section 4.0, Utilities, Services, and Lease Administration, paragraphs 4.1 through 4.14;
- f. SFO Section 5.0, Design, Construction, and Other Post Award Activities, paragraphs 5.1 through 5.15;
- g. SFO Section 6.0, General Architecture, paragraphs 6.1 through 6.12;
- h. SFO Section 7.0, Architectural Finishes, paragraphs 7.1 through 7.14;
- i. SFO Section 8.0, Mechanical, Electrical, Plumbing, paragraphs 8.1 through 8.19;
- j. SFO Section 9.0, Fire Protection, Life Safety, and Environmental Issues, paragraphs 9.1 through 9.12
- k. SFO Section 10.0, Lease Security Standards, paragraphs 10.1 through 10.32
- l. SFO Section 11.0, Special Requirements, paragraphs 11.1 through 11.2
- m. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
- n. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11; and
- o. Exhibit "A", floor plan highlighting the demised premises.

8. 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 this 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", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".

9. A. The Government shall pay the Lessor annual rent of \$310,964.00 (\$17.00/RSF - \$19.55/ABOA SF) at the rate of \$25,913.67 per month in arrears for years one (1) through five (5) of the Lease.

B. The Government shall pay the Lessor annual rent of \$329,256.00 (\$18.00/RSF - \$20.70/ABOA SF) at the rate of \$27,438.00 per month in arrears for years six (6) through ten (10) of the Lease.

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

1 Park Place, LLC
8114 Lawndale Avenue
Skokie, IL 60076

10. All services, maintenance and utility costs during the normal business hours specified in Section 4.5 of this Lease are included in the rental consideration, including but not limited to any supplemental HVAC units installed by the Lessor.

11. If the Government requires HVAC beyond the normal hours of operation specified in Section 4.5 of this Lease, the charge shall be \$50.00 per hour for the entire space. Additionally, rooms requiring 24 Hour / 7 Days a week HVAC shall be heated and cooled at no additional cost to the Government.

12. A. Pursuant to Section 1.1 of the SFO, Subsection E., the Government will have the right to request the Lessor to provide up to 1,829 RSF / 1,590 ABOA SF of additional contiguous space on the first, second, fourth or fifth floors, or any combination thereof during the first two (2) years of the firm term of this Lease at the same shell and operating rate per RSF in effect under the Lease at the time the Government acquires the expansion space. The Government will give the Lessor (60) days prior written notice of its decision to acquire the expansion space. The scope of work, exact location and

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amount of space requested, the amount of Tenant Improvement Allowance for the buildout of the expansion space, the repayment of TI cost, and the effective date shall be set forth by a Supplemental Lease Agreement (SLA) to be executed by the parties hereto.

- B. Pursuant to Section 1.1 of the SFO, Subsection E., the Government will have the right to relinquish up to 3,658 RSF / 3,180 ABOA SF of marketable space on the first, second, fourth or fifth floors, or any combination thereof during the first 2 years of the firm term of this Lease with a corresponding reduction in shell and operating rate per RSF in effect under the Lease at the time the Government relinquishes the marketable space. The Government will provide the Lessor with 90 days prior written notice of its decision to relinquish the marketable space and the square footage and resulting annual rental will be adjusted via SLA to be executed by the parties hereto.
13. A. Pursuant to Section 3.1 of the SFO, the Lessor agrees to contribute a total Tenant Improvement Allowance of \$557,369.75 amortized at 6% over ten (10) years, payable monthly for an annual rate of \$4.67 per ABOA SF or \$4.06 per RSF or \$74,265.52 per annum. Said amount is included within the annual rental depicted in Paragraph 8 of this Lease, above and will be adjusted pursuant to Section 3.2 of the SFO upon rent commencement. The Lessor agrees that in the event the Government exercises its right to terminate the Lease pursuant to Paragraph 4 of this Lease, the unamortized balance of the Tenant Improvements shall not be reimbursed to the Lessor by the Government.
- B. In the Event the Government terminates this lease in part by returning up to 20% of the space pursuant to Section 1.1 of the SFO, Subsection E, the balance of the Tenant Improvements up to the firm term of the Lease will be paid to the Lessor in a one time lump sum payment or continue to be amortized during the firm term of the lease and shall be memorialized in a subsequent SLA.
14. In accordance with Paragraph 4.2 entitled *Tax Adjustment*, the percentage of Government occupancy is established as 6.234%. In the event the Government relinquishes or requests expansion space, the percentage of occupancy will be adjusted accordingly.
15. In accordance with Paragraph 4.3 entitled *Operating Costs*, the base cost of services for the purposes of operating cost adjustments is \$4.10/RSF (\$74,997.20/annum).
16. The Common Area Factor (CAF) is established to be 1.15 (18,292 RSF / 15,906 ABOA SF).
17. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building 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.
18. The 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.
19. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the officers or employees of the General Services Administration or personnel authorized by the Contracting Officer.
20. In accordance with the SFO BNY2059, Paragraph 2.3 *Broker Commission and Commission Credit (Nov 2006)*, the amount of ██████████ for the broker's fee is established. The amount of ██████████ which

