



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.

[Redacted signature area]

*Member*

(Signature)

[Redacted signature area]

(Signature)

[Redacted signature area]

MEMBER GENERAL SERVICES ADMINISTRATION

BY

[Redacted signature area]

Contracting Officer  
(Official title)

STANDARD FORM 2-A  
FEBRUARY 1964 EDITION

⑧ —

INITIALS: RL & DC  
LESSOR GOVERNMENT

- 7. The following are attached hereto and made a part hereof:
  - a. Lease Rider, Paragraphs 7 through 37,
  - b. Section 1: Summary, Paragraphs 1.9 through 1.11, 1.13, 1.18, 1.19, 1.20
  - c. Section 2: Intentionally deleted
  - c. Section 3: Miscellaneous, Paragraphs 3.1 through 3.4, 3.6 through 3.18
  - d. Section 4: General Architecture, Paragraphs 4.1 through 4.14,
  - e. Section 5: Architectural Finishes, Paragraphs 5.1 through 5.23,
  - f. Section 6: Mechanical, Electrical, Plumbing, Paragraphs 6.1 through 6.19,
  - g. Section 7: Services, Utilities, Maintenance, Paragraphs 7.1 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 9.21,
  - j. Section 10: Special Requirements, Paragraphs 10.1 through 10.6, and Section 11 Unique Requirements, Paragraphs 1 through 11, and Attachments A through D to Section 10.
  - k. General Clauses - GSA. Form 3517B (Rev. 11/05)
  - l. Representations & Certifications - GSA Form 3518 (Rev. 1/07)
  - m. Demising Plan, Exhibit "A",
  - n. Design Intent Drawing, Exhibit "B" (*to be provided by Lessor*)
  
- 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 90 days written notice to the Lessor after the fifth (5<sup>th</sup>) 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 (to be provided by the Government) and to deliver the space ready for occupancy in accordance with Paragraph 3.16 of this Lease.
  
- 11. The annual rental amount for years 1 through 5 is \$245,490.00 per annum (\$20,457.50 per month) (\$33.40rsf/\$36.10usf) 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 \$309,060.00 amortized over years

INITIAL: PL / PC  
 LESSOR                      GOV'T

③+

1 through 5 at a rate of 7.00% for a total tenant improvement rental of \$73,437.10 (\$9.99 rsf/\$10.80 usf) per annum.

12. The annual rental amount for years 6 through 10 is \$172,063.50 per annum (\$14,338.63 per month) (\$23.41 rsf/\$25.31 usf) subject to annual operating cost escalations as specified in Paragraph 3.6 of this Lease.

13. The tenant improvements ("TI") shall include all work necessary to prepare the Premises for tenant's use and occupancy as set forth herein. The Lessor agrees to contribute a TI allowance of \$309,060 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 11. The Lessor's contribution toward the TI cost will be amortized over the initial 60 months of the Lease together with interest at a rate of 7.00% per annum (\$73,437.10 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 years 1-5 at an interest rate of 7.00% 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 will be increased to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 7.00% and such adjusted amount shall constitute the annual tenant improvement rental. Notwithstanding the forgoing, 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 lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

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.

INITIAL: PL / PK  
LESSOR / GOV'T

The shell rental portion of the annual rental payments due and owing under Paragraph 11 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 \$20,457.50 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$20,457.50 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental \$20,457.50 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$20,457.50 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 Hillside Commons, LLC, 11 E Fourth Avenue, Oswego, NY 13126.

16. As part of the annual base rental rate set forth in paragraph No. 11 above and at no additional cost to the Government, the Lessor shall provide and/or install any other Building Shell modifications required in order to comply with the requirements of paragraph 1.9 and other paragraphs where Building Shell is specifically designated in the lease.

17. For the purposes of operating cost escalations, in accordance with Paragraph 3.6 of this Lease, the annual base cost of services is \$46,580.00 (\$6.34 rsf/\$6.85 usf).

18. HVAC services during Normal Hours, as defined in Section 7, paragraph 7.2 of the Lease, cleaning of the premises and maintenance and utility costs for the common areas of the Building are included in the rental consideration. Except as otherwise provided herein, services, utilities, HVAC and maintenance shall be provided by the Lessor in accordance with the specifications in this Lease at no additional cost to the Government.

19. All electricity and associated heating and air conditioning to be provided to the LAN room within the Government's leased premises during all hours of operation shall be provided at no additional cost to the Government. Hours of operation are continuous twenty-four hours per day, 365 days per year. The location and dimensions of the LAN room shall be more specifically set forth in the final construction drawings described in Section 3, Paragraph 3.16 C of the SFO portion of this Lease.

INITIAL: PL / DK  
LESSOR / GOV'T

53

20. Pursuant to Paragraph 7.3 of the Lease "Overtime Usage", the overtime charge for heating, ventilating, and air-conditioning beyond the Government's normal hours of operation shall be calculated at the rate of \$12.50 per hour. Normal hours for services, utilities and maintenance are 7:00AM to 6:00 PM except Saturdays, Sundays, and federal holidays.
21. For the purposes of tax adjustments in accordance with Paragraph 3.4 of this Lease, the Government's percentage of occupancy is 100% of the building.
22. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 3.13 of the Lease, the rent shall be reduced by \$4.63 rsf/\$5.00usf.
23. 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.
24. 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."
25. 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.
26. 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.
27. 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.
28. In accordance with Paragraph 13 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

INITIAL:

PC

DK

LESSOR

GOV'T

①

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.

29. 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.

INITIAL: PL / DC  
LESSOR / GOV'T

⑦s

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 agrees that the Government shall have no obligation to restore the premises as a result of initial or future alterations whether performed by the Lessor or the Government.
35. The Lessor will provide the name and telephone numbers 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.
36. For the purposes of this Lease, Substantial Completion shall mean that the demised premises are sufficiently complete so that the Government can occupy and use the demised premises for the uses intended by this Lease. Upon acceptance of the Leased Premises as Substantially Complete, the Government shall prepare a "punch list" setting forth all items not essential to Substantial Completion (e.g. minor details of construction and mechanical adjustment) and which are not yet complete. The Lessor shall complete all punch list items within 30 days of receipt of said punch list.
37. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.

INITIAL: PC / R  
LESSOR                      GOV'T

⑧