

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

6-17-2010

LEASE NO.

GS-02B-23749

LOCATION:

NY6415

THIS LEASE, made and entered into this date by and between Berkley 344 Office, LLC

whose address is 55 Old Nyack Turnpike, #210, Nanuet, New York 13509

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:

1,147 rentable square feet / 997 ANSL/BOMA office area square feet of office space located on the second floor of the building known and designated as 344 West Genesee Street, Syracuse, New York 13203-1100 as shown on the demising plan labeled Exhibit "A" attached hereto and made a part hereof, to be used as office and related purposes together with one (1) on-site surface parking space.

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

EFT payments shall be made payable to: Berkley 344 Office, LLC

55 Old Nyack Turnpike, #210

Nanuet, New York 13509

4. The Government may terminate this lease in whole or in part after five (5) years by giving at least one hundred and twenty (120) days notice in writing 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.~~

(Intentionally Deleted)





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

7. The following are attached and made a part hereof:  
The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).

SEE PARAGRAPH 8 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 Berkeley 344 Office, LLC

[Redacted Signature]

MEMBER  
(Title)

[Redacted Signature]

2 CLINTON SOURCE, Syc, NY.  
(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

[Redacted Signature]

Contracting Officer  
(Official title)

(Signature)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

INITIALS: W & MZ  
LESSOR GOVERNMENT

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**RIDER TO LEASE NO. GS-02B-23749**

8. The following are attached hereto and made a part hereof:
- a) Lease Rider, containing Paragraphs 8 through 33
  - b) Section A, Summary, Paragraph 1.1 through 1.11
  - c) Section B, Award Factors and Price Evaluation, Paragraph 2.1
  - d) Section C, How to Offer and Submittal Requirements, Paragraphs 3.1 through 3.6
  - e) Section D, Utilities, Services, and Lease Administration, Paragraphs 4.1 through 4.13
  - f) Section E, Design, Construction, and Other Post Award Activities, Paragraphs 5.1 through 5.14
  - g) Section F, General Architecture, Paragraphs 6.1 through 6.12
  - h) Section G, Architectural Finishes, Paragraphs 7.1 through 7.14
  - i) Section H, Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.19
  - j) Section I, Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12
  - k) Section J, Lease Security Standards, Paragraphs 10.1 through 10.18
  - l) General Clauses – GSA Form 3517B
  - m) Representations and Certifications – GSA Form 3518
  - n) Exhibit "A," The Demising Floor Plan of the Leased Premises

In the event that any requirements of Sections A - J 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.

9. 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".
10. The Lessor and the Lessee mutually agree that the premises consist of 1,147 rentable square feet (RSF) of office space which is equivalent to 997 ANSI/BOMA office area square feet (USF) of space located on the second floor of 344 West Genesee Street, Syracuse, NY 13203-1100. At no additional cost, the Government shall occupy one (1) on-site surface parking space.
11. The term of this Lease shall commence upon the 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, subject to termination rights after five (5) years, as set forth in Paragraph 4 of the SF-2 of this Lease. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement. Lease GS-02B-22745 shall terminate on the day immediately preceding the effective date of this lease.

12. The lease shall have the following rent payments –

Years 1-5: the Government shall pay the Lessor an annual rent of \$25,692.80, \$22.40 per rentable square foot (RSF), at the rate of \$2,141.07 per month in arrears.

Years 6-10: the Government shall pay the Lessor an annual rent of \$16,058.00, \$14.00 per RSF, at the rate of \$1,338.17 per month in arrears.

Rent for a lesser period shall be prorated.

The rent during the first five month(s) of the lease is adjusted for the Brokerage Commission Credit in accordance with paragraph 31 of the Rider.

13. The Lessor agrees to contribute a Tenant Improvement (TI) Allowance of \$41,535.00 towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 12 above. The Lessor's contribution toward the TI cost will be amortized over the 5-year firm term of the lease compounded at an interest rate of 6% per annum. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$9,635.86 per annum or \$8.40 per rentable square foot per annum. If the TI cost exceeds \$41,535.00 then the Government shall have the option to either (i) pay the Lessor the difference between \$41,535.00 and the total TI cost in a one-time lump sum payment upon Substantial Completion of the TI, acceptance thereof by the Government and submission of a proper invoice by the Lessor, or (ii) have the right to amortize the difference into the rent in the same manner as set forth above. In the event the TI cost is less than \$41,535.00, only the actual TI cost shall be amortized into the annual rent in the same manner as set forth above and the rental rate set forth in Paragraph No. 12 shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.
14. For the purpose of Operating Cost Escalations, in accordance with Paragraph 4.3 of the SFO, the base cost of services is \$6,308.50 per annum, or \$5.50 per rentable square foot.
15. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the SFO, the Government will occupy 3.88% of the rentable area of the building. The Block and Lot number for this building is: Sec 104; Block 10; Lot 2.0.
16. The Adjustment for Vacant Premises pursuant to Paragraph 4.4 of the SFO shall be at the rate of \$2.61 per rentable square foot and \$3.00 per ANSI/BOMA office area square foot.

17. The Lessor agrees to provide all services, utilities, and maintenance as set forth in Sections A through J 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.
18. 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 specifications set forth in this Lease.
19. There will not be an overtime rate charged for the use of building services after normal hours of operation of 8:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays, and Federal Holidays.
20. The Lessor must adhere to the lease Security Standards and provide and install wet-glazed or mechanically attached, shatter-resistant material per Section J, paragraph 10.17 of this lease.
21. 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.
22. 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.
23. 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.
24. The Government reserves the right to post Government rules and regulations where the Government leases space within the demised premises.
25. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs, maintenance, 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 U.S. General Services Administration.
26. 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.

27. 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.

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Lessor: 

Government: 

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28. 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.
29. 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.
30. The Government shall have access to the leased space on a 24 hour, 7-day a week basis.
31. 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 the "Broker Commission and Commission Credit" paragraph, 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 the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government

Lessor:



Government:



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The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider shall be reduced to fully recapture this Commission Credit. The shell rental portion of the monthly rent during the first five years of the lease is [REDACTED]. The reduction in shell rent shall occur within the first five months of the rental payments as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$2,141.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$2,141.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$2,141.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$2,141.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$2,141.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

No further adjustments related to this commission credit shall be made to the shell rental rate.

32. 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.
33. 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.

Lessor: 

Government: 