

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

June 1, 2010

LEASE NO. GS-02B-23758

THIS LEASE, made and entered into this date by and between Acquest Theatre Place, LLC whose address is 88 Curtwright Drive, Suite 5, Williamsville, NY 14202

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:

16,620 rentable square feet consisting of 15,109 ANSI BOMA Office Area square feet of office space on the 1st and 2nd floors of the building located at 622 Main Street, Buffalo, NY 14202 as shown on the demising floorplans labeled Exhibit "A" and Exhibit "B", and 20 onsite secured parking spaces and 70 onsite surface parking spaces to be used for office, related purposes and parking.

~~2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term as follows:~~

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE.

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

~~\$ _____~~

SEE PARAGRAPHS 11 AND 12 OF THE RIDER TO THIS LEASE.

~~At the rate of \$ _____ per _____ in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE.

~~4. The Government may terminate this lease at any time by providing at least _____ 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 of or the date of mailing.~~

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE.

~~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 terms; all other terms and conditions of this lease shall remain the same during any renewal term.~~

INTENTIONALLY DELETED

INITIALS: ACQ & Gov
LESSOR GOV'T

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:

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]

LC

(Signature)

VP

(Title)

IN PRESENCE OF

[Redacted Signature]

(Signature)

[Redacted Address]

(Address)

U

US ADMINISTRATION

B

[Redacted Name]

Contracting Officer

(Official Title)

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, Paragraphs 7 through 26.
 - b. Section 1: Summary, Paragraphs 1.4, 1.9 through 1.13
 - c. Section 2: Award Factors, Paragraph 2.1
 - d. Section 3: Miscellaneous, Paragraphs 3.1, 3.2, 3.4, 3.5, 3.6, 3.8 through 3.13, 3.15 through 3.18
 - e. Section 4: General Architecture, Paragraphs 4.1, 4.3 through 4.14
 - f. Section 5: Architectural Finishes, Paragraphs 5.1, 5.4 through 5.19, 5.21 through 5.24
 - g. Section 6: Mechanical, Electrical, Plumbing, Paragraphs 6.1 through 6.19
 - h. Section 7: Services, Utilities, Maintenance, Paragraphs 7.1 through 7.8, 7.10
 - i. Section 8: Safety and Environmental Management, Paragraphs 8.1 through 8.8, 8.10 through 8.12.
 - j. Section 9: Lease Security Standards, Paragraphs 9.1 through 9.11, 9.16 through 9.19
 - k. Special Requirements Attachment A
 - l. General Clauses – GSA Form 3517B (Rev. 11/05)
 - m. Representations & Certifications – GSA Form 3518 (Rev. 7/04)
 - n. Exhibit "A" 1st Floor Plan & Exhibit "B" 2nd Floor Plan
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, cancelable after five (5) years upon 120 days written notice by the Government to the Lessor. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.
9. 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 9 of this Lease, its' attachments and exhibits, the Government's approved Design Intent Drawings (to be provided) and to provide the space ready for occupancy within 120 working days from the Government's issuance of the Notice to Proceed (NTP) in accordance with Paragraph 3.16 of this Lease. The Lessor shall make every effort to obtain the required building department permits prior to the issuance of the NTP. In the event the permits are not issued prior to the NTP, the timeframe to construct the space will not begin until said permits are issued.
10. The space leased to the Government must contain the required ANSI/BOMA office area square feet (usf) specified in Paragraph 1 of the SF2 of this Lease. In no event shall the Government pay for more than 15,109 usf of office space.

Lessor: WDA

Government: Com

16. For the purpose of Adjustment for Vacant Premises in accordance with Paragraph 3.13 of the Lease, the rent shall be reduced by \$3.64/rsf; \$4.00/usf.
17. For the purpose of overtime usage, in accordance with Paragraph 7.3 of the Lease, all heating and air conditioning (HVAC) shall be provided to the Government's leased premises during the normal hours of operation, 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays, and federal holidays. If the Government requires heating or air conditioning beyond the normal hours of operation specified, the charge shall be \$43.00 per hour for the entire space provided that there shall be no charge for overtime HVAC services provided to any room which operates 24 hours a day/7 days a week.
18. For the purpose of janitorial services, in accordance with Paragraph 7.6 of the Lease, cleaning services requiring access to the Government's leased space shall be accomplished during the hours of 7:00 am to 6:00 pm, Monday through Friday, excluding Saturdays, Sundays and federal holidays.
19. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved layout 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 and life safety requirements.
20. 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."
21. 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.
22. 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 U.S. General Services Administration or personnel authorized by the Contracting Officer.
23. 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 U.S. General Services Administration.

Lessor: WJ

Government: CM

24. 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.
25. 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.
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 certified copy of the deed transferring title to the property from the Lessor to the new owner;
 - 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 transfer;
 - Documentation regarding the new Lessor's organizational structure. If a corporation, indicate the state of incorporation. If a partnership, list all parties 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 names of all trustees and the recording date of the trust.
 - Evidence of individuals authorized to sign lease documents and the letter adopting the lease.
 - A letter from the new owner identifying the proper legal name(s) and address(es) of the new Lessor and payee.
 - 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 Lessor will process the rent for that month, adjusted in accordance with the effective date of the transfer. 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 month following the transfer of title. If notification of transfer and 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 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.

Lessor: ueg
Government: CM

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