

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

*December 14, 2010*

LEASE NO.

GS-02B-23813; Bldg: NY7372ZZ

THIS LEASE, made and entered into this date by and between **171 Pattonwood Drive, LLC**

Whose address is **10 Wisteria Lane  
Rochester, NY, 14617-1417**

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:

Approximately 4,300 rentable square feet (RSF) of office and related space, which yields 3,926 ANSI/BOMA Office Area square feet (ABOASF) of space on both the ground and second floors of 171 Pattonwood Drive, Rochester, NY, 14617-1417 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are seventeen (17) on-site surface parking spaces for exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term of this lease, commencing upon the completion of all alterations specified in this lease, and acceptance thereof by the Government, and running for a period of ten (10) years thereafter, subject to termination rights as set forth in Paragraph 4 of the SF-2 of this lease.

3. The Government shall pay the Landlord annual rent as follows:

For Years 1-5 of the lease term, annual rent of \$152,263.00 (\$35.41 per RSF and \$38.78 per ABOASF) at the rate of approximately \$12,688.58 per month in arrears.

For Years 6-10 of the lease term, annual rent of \$160,863.00 (\$37.41 per RSF and \$40.97 per ABOASF) at the rate of approximately \$13,405.25 per month in arrears.

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

**171 Pattonwood Drive, LLC  
10 Wisteria Lane  
Rochester, NY 14617-1417**

IN WITNESS WHEREOF, the Lessor and the Government have hereunto subscribed their names as of the date first above written.

LESSOR  
171 P

[Redacted Signature]

BY  
IN P

*MEMBER*

(Title)

[Redacted Address]

(Address)

UNITED STATES OF AMERICA

BY

[Redacted Signature]

(Signature)

Contracting Officer, General Services Administration

(Official Title)

4. The Government may terminate this lease at any time after the fifth (5th) year 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. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Those facilities, services, supplies, utilities, and maintenance in accordance with the SFO Section of this Lease.
  - B. Paint and re-carpet the entire premises prior to lease commencement. This cost should be inclusive of temporary relocation of office furniture and other property.

6. The following are attached and made a part hereof:
- A. Rider to Lease GS-02B-23813
  - B. SFO Section
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - E. Floor Plan - "Exhibit A"

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

LESSOR  
171 P

[Redacted Signature]

[Redacted Signature] \_\_\_\_\_  
(Signature)

[Redacted Signature] \_\_\_\_\_  
99 Thorncliffe Dr. Rochester, NY 14617  
(Address)

UNITED STATES OF AMERICA

BY \_\_\_\_\_  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

INITIALS: QM & MW  
LESSOR GOVT


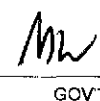
## Rider to Lease GS-02B-23813

7. The following SFO sections are deemed to be "acceptable as presently exists," provided they comply with all federal fire and life safety and accessibility standards as detailed in SFO paragraph 6.1, entitled *Accessibility*, and SFO section 9.0 entitled *Fire Protection, Life Safety, and Environmental Issues*. Any measure to make these items compliant with the standards described shall be at the Lessor's expense:
  - a. 6.3 A.2
  - b. 6.7 A
  - c. 7.8
  - d. 7.11 A.1.a
  - e. 7.13
  - f. 8.5 A
  - g. 8.6. A.1
8. In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*, the percentage of Government occupancy is established as 100.00%.
9. In accordance with SFO paragraph 4.3 entitled *Operating Costs*, the base cost of services is established as \$13.13/RSF (\$56,459.00/annum).
10. In accordance with SFO paragraph 4.1 entitled *Measurement of Space*, the Common Area Factor is established as 9.526% (4,300 RSF/ 3,926 ABOASF).
11. In accordance with SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the rental reduction shall be at the rate of \$4.20/ABOASF.
12. In accordance with SFO Paragraph 4.5 entitled *Normal Hours*, services, utilities, and maintenance shall be provided 24 hours daily.
13. The Lessor agrees to provide for the re-carpeting of the entire space with carpet tile as per Paragraph 7.14 of the Lease at Lessor's expense prior to Lease Commencement. The Lessor agrees to provide for the painting of the entire space as per Paragraph 7.12 of the Lease prior to Lease Commencement. The Lessor is responsible for coordinating the work with the Government. In preparation for the work, the Lessor is also responsible for providing boxes and moving supplies for the Government employees to pack up items on their desks. Furthermore, the Lessor is responsible for moving all systems furniture, file cabinets, pictures, and all miscellaneous items and replacing it after the work is completed.
14. 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 in herein, it shall be deemed to mean the "Government".
15. 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 at reasonable times provided the Lessor gives the Government prior reasonable notice.
16. 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.
17. 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.
18. The Government reserves the right to post Government rules and regulations where the Government leases space.

19. 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.
20. 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;
  - 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 transfer;
  - 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;
  - 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 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.

21. 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 Paragraph 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.
22. 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.
23. 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.
24. The Government shall have access to the leased space on a 24 hour, 7-day a week basis.
25. 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 entire firm term value of this lease ("Commission"). 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

INITIALS:  &   
LESSOR GOVT

