

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/3/11

LEASE NO. GS-02B-23832

BUILDING NO: NY7179

THIS LEASE, made and entered into this date by and between **SENECA LAKE HOLDING, LLC** whose address is **661 Fairfield Drive, Marietta, GA 30068-4158**.

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:

4,046 rentable square feet which yields 3,693 ANSI BOMA office area square feet of office and related space located on the ground floor of the building known and designated as Seneca Lake Holding located at 636 Washington Street, Geneva, New York, 14456-2120 as shown on the demising plan labeled Exhibit "A" attached hereto and made part hereof, to be used for office and related purposes, together with ten (10) reserved parking spaces for Government vehicles to be used for such purposes as determined by the General Services Administration.

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 12 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of

\$ _____

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE

Rent for a lesser period shall be prorated.

Rent checks shall be made payable: **SENECA LAKE HOLDING, LLC**
661 Fairfield Drive,
Marietta, GA 30068-4158

4. The Government may terminate this lease in whole, or in part, at any time 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)~~

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8. The following are attached hereto and made a part hereof:
- a) Lease Rider, containing Paragraphs 8 through 32
 - b) Section 1.0, Summary, Paragraph 1.1 through 1.13;
 - c) Section 2.0, Award Factors and Price Evaluation, Paragraphs 2.1 through 2.5;
 - d) Section 3.0, How to Offer and Submittal Requirements, Paragraphs 3.1 through 3.7;
 - e) Section 4.0, Utilities, Services, and Lease Administration, Paragraphs 4.1 through 4.13;
 - f) Section 5.0, Design, Construction, and Other Post Award Activities, Paragraphs 5.1 through 5.14;
 - g) Section 6.0, General Architecture, Paragraphs 6.1 through 6.13;
 - h) Section 7.0, Architectural Finishes, Paragraphs 7.1 through 7.14;
 - i) Section 8.0, Mechanical, Electrical, Plumbing, Paragraphs 8.1 through 8.18;
 - j) Section 9.0, Fire Protection, Life Safety, and Environmental Issues, Paragraphs 9.1 through 9.12;
 - k) Section 10.0, Lease Security Standards, Paragraphs 10.1 through 10.18;
 - l) Section 11.0, Special Requirements, Paragraph 11.1; Attachment – Space Requirements Geneva, NY, [REDACTED]
 - m) General Clauses – GSA Form 3517B;
 - n) Representations and Certifications – GSA Form 3518;
 - o) Exhibit “A,” The Demising Floor Plan of the Leased Premises;

In the event that any requirements of Sections 1.0 – 11.0 conflict with the requirements of this Rider or any attachments/exhibits to this Lease including the approved construction drawings, the requirements of this Rider and the attachments/exhibits including the approved construction drawings shall control and govern.

9. Wherever the words “Offeror” or “Successful Offeror” 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 “this Lease”; wherever the words “space offered for lease” appear in this lease they shall be deemed to mean the “leased premises”, “demised premises”, “premises” or “Premises” and where the word “Lessee” is used herein it shall be deemed to mean Government.
10. 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.
11. 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,

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Sections 1 through 11 of this lease, its attachments, the Government's approved Design Intent Drawings (DID's) 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 5.10 of this Lease.

12. 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.

13. The term of the lease shall have the following rent payments –

Years 1-5; the Government shall pay the Lessor an annual rent of \$78,886.57 (\$19.50 per rentable square foot (RSF) and \$21.36 per ANSI/BOMA office area square foot (ABOA SF) at the rate of \$6,573.88 per month in arrears.

Years 6-10; the Government shall pay the Lessor an annual rent of \$43,777.72 (\$10.82 per RSF and \$11.85 per ABOA SF) at the rate of \$3,648.14 per month in arrears.

The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$181,836.97 (maximum tenant improvement allowance) for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-5 at an interest rate of 5.00%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$41,177.85 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 5.00% 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 may be increased to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 5.00% and such adjustment shall constitute the annual tenant improvement rental or the Government may reimburse the Lessor for that portion which exceeds the tenant improvements in a one-time lump sum payment.

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

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which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

14. All services, maintenance and utility costs are included in the rental consideration, including tenant electricity for lights, office machines and related equipment and HVAC. Services, utilities and maintenance shall be provided by the Lessor in accordance with the specifications in this lease at no additional cost to the Government.
15. For the purpose of Operating Cost Escalations, in accordance with Paragraph 4.3 of this Lease, the base cost of services is \$23,143.12 per annum, or \$5.72 per rentable square foot.
16. Pursuant to Paragraph 4.6 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 \$10.00 per hour. Normal hours for services, utilities and maintenance are 6:00AM to 4:00 PM except Saturdays, Sundays, and federal holidays. There shall be no charge or additional expense related to cooling specific rooms that require 24-hour, 7-days a week, 365 days per year HVAC.
17. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the SFO, the Government will occupy 78% of the rentable area of the building.
18. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent shall be reduced by \$2.74 RSF/\$3.00 ABOA.
19. 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, Monday through Friday, in accordance with the specifications set forth in this Lease.
20. Prior to occupancy and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>

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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, 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.
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.

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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.
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

Lessor: 

Government: 

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the Commission Credit to the Broker in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 13 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 *eleventh* month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

Fifth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.

Sixth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.

Seventh Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

Eighth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eighth Month's Rent.

Ninth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Ninth Month's Rent.

Tenth Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Tenth Month's Rent.


Eleventh Month's Rental Payment \$6,573.88 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Eleventh Month's Rent.

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

Lessor: [Signature]
Government: [Signature]

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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.

Lessor: 
Government: 