

STANDARD FORM 2  
FEBRUARY 1965 EDITION  
GENERAL SERVICES  
ADMINISTRATION  
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

March 16, 2011

LEASE NO.

GS-02B-LNY23834 Bldg. # NY7256

THIS LEASE, made and entered into this date by and between Atrium Associates, LLC,

Whose address is The Atrium, 2 Clinton Square, Suite 316 Syracuse, NY 13202 -0001.

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:

A total of 9,360 rentable square feet (RSF) which yields 8,139 ANSI/BOMA Office Area Square Feet (ABOA SF) of office, and related space on the second floor of the building known as The Atrium - located at 2 Clinton Square, Syracuse, New York as shown on the floor plan labeled exhibit "A" and (4) surface outdoor, on-site assigned /reserved dedicated parking spaces and nine (9) indoor assigned/reserved dedicated parking spaces located at the Atrium garage include at no additional cost to the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 2<sup>nd</sup>, 2011 and continuing through April 1<sup>st</sup>, 2016, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$ \_\_\_\_\_  
at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears.

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

SEE PARAGRAPH 8 OF LEASE RIDER

4. The Government may terminate this lease at any time AFTER April 2<sup>nd</sup>, 2013 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.~~

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

SEE ATTACHED.

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

LESSOR

BY

President, JF Real Properties, Inc. Member  
(Title) Atkins Associates, LLC

2 Clinton Square, Syracuse, NY 13202  
(Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

Contracting Officer

(Official Title)

STANDARD FORM NO. 64  
FEBRUARY 1963 EDITION

**RIDER TO LEASE NO. GS-02B-02B-LNY23834**

7. The following are attached hereto and made a part hereof:
- a. Lease Rider, containing paragraphs 7 through 23;
  - b. Section 1.0, Summary, paragraphs 1.1 through 1.9;
  - c. Section 2.0, Utilities, Services, and Lease Administration, paragraphs 2.1 through 2.12;
  - d. Section 3.0, Design, Construction, and Other Post Award Activities, paragraphs 3.1 through 3.5;
  - e. Section 4.0, General Architecture, paragraphs 4.1 through 4.6;
  - f. Section 5.0, Architectural Finishes, paragraphs 5.1 through 5.7;
  - g. Section 6.0, Mechanical, Electrical, Plumbing, paragraphs 6.1 through 6.13;
  - h. Section 7.0, Fire Protection, Life Safety, and Environmental Issues, paragraphs 7.1 through 7.11;
  - i. Section 8.0, Lease Security Standards, paragraphs 8.1 through 8.16 ;
  - j. General Clauses, GSA Form 3517B, paragraphs 1 through 48;
  - k. Representations and Certifications, GSA Form 3518, paragraphs 1 through 11; and
  - l. Exhibit "A", floorplan highlighting the demised premises.
  - m. Exhibit "B" Energy Savings Initiatives
8. The Government shall pay the Lessor annual rent of \$181,912.80 (\$19.44/RSF or \$ 22.35/ABOA SF) at the rate of \$15,159.40 per month in arrears.

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

Atrium Associates, LLC  
The Atrium  
2 Clinton Square, Suite 316  
Syracuse, NY 13202 - 0001

9. As part of the annual rental consideration identified in paragraph 8 above, the Lessor shall touch up paint and extract carpets as needed throughout the leased premises. The Lessor also agrees to re glue vinyl base molding in all areas where it may be peeling within thirty (30) days from the execution of this Lease. Lessor shall be responsible for moving any easily removable furniture as may be necessary to accomplish this task. All work shall be coordinated with the Government.
10. In accordance with the paragraph 8.15 entitled "Shatter Resistant Window Protection Requirements and as part of the annual rental consideration identified in paragraph 8 above, the Lessor shall install a shatter – resistant window material in Government occupied space within 30 days of the execution of this Lease.
11. For the purpose of the Adjustment for Vacant Premises, in accordance with Paragraph 2.3 of the Lease, the rent shall be reduced by 2.07/RSF.
12. In accordance with the paragraph 2.1 entitled "Tax Adjustment", the percentage of Government occupancy is established as 5.6%. The Block and Lot number for this building is Block: 100, Tax Map #104-23-01.0.

3

INITIALS: JA & [Signature]  
LESSOR GOVT

RIDER TO LEASE NO. GS-02B-02B-LNY23834

13. In accordance with the paragraph 2.2 entitled "Operating Costs", the base cost of services for the purposes of operating cost adjustments is \$4.91 /RSF or 5.65 ABOASF (\$45,957.60 /annum).
14. All services, utilities and maintenance during the normal business hours specified in Section 2.4 of this Lease are included in the rental consideration, including but not limited to any supplemental HVAC units. There shall be no overtime charge for areas requiring 24 hours per 7 days a week HVAC units.
15. Pursuant to section 2.5 "Overtime Usage, all heating and air conditioning (HVAC) to be provided to the Government's leased premises during the building's normal hours of operation, 7:00 am to 6:00 pm., Monday through Friday and 9:00 am to 1:00 p.m. on Saturdays, excluding Federal Holidays, shall be provided as part of the rental consideration. There is an additional charge of \$10.00/hour for HVAC used beyond the building's normal hours of operation.
16. Pursuant to section "2.7 Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours of 7:00 am to 6:00 pm., Monday through Friday, in accordance with the specifications set forth in this Lease.
17. In accordance with paragraph 4.1 "Accessibility" the Lessor will bring the bathroom facilities up to the standard set forth therein at no cost to the Government.
18. 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 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 "leased premises", "premises" or "Premises", and wherever the word "Lessee" is used herein it shall be deemed to mean the "Government".
19. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
20. Each employee of the Lessor and/or its contractor(s) employed in connection with the operation of the Building 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.
21. 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

4

INITIALS:

  
LESSOR

  
GOVT

**RIDER TO LEASE NO. GS-02B-02B-LNY23834**

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.

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 General Services Administration or personnel authorized by the Contracting Officer.
23. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the General Services Administration and Lessor.

5

INITIALS:

  
LESSOR

&

  
GOV'T