

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

June 1, 2011

LEASE NO.

GS-02B-23843; Bldg: NY7351ZZ

THIS LEASE, made and entered into this date by and between **AFCO Cargo ALB Limited Partnership**

Whose address is **P.O. Box 16860  
Washington, DC 20041-6860**

and whose interest in the property hereinafter described is that of **OPERATOR**, pursuant to the **Air Cargo Facility Agreement** by and between **Albany County Airport Authority** and **AFCO Cargo ALB Limited Partnership**.

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 5,000 Rentable Square Feet (RSF) / 4,632 ANSI/BOMA Office Area Square Feet (ABOASF) of space on the ground floor of 44 Kelly Road, Latham, NY, 12211-1057 as shown on the demising plan labeled Exhibit "A" attached hereto and made a part hereof, to be used for warehouse, office, and related purposes. Included in the rent at no additional cost to the Government are fifteen (15) on-site surface parking spaces for the exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing upon completion by the Lessor of all alterations specified in this Lease and acceptance thereof by the Government as substantially complete, and run for a period of fifteen (15) years thereafter, subject to the termination rights as set forth in Paragraph 4 of the SF-2 of this Lease. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement (SLA) executed by both the Lessor and the Government.

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

For Years 1-5 of the lease term, annual rent of \$55,200.00 (\$11.04 per RSF and \$11.92 per ABOASF) at the rate of \$4,600.00 per month in arrears.

For Years 6-15 of the lease term, annual rent of \$50,650.00 (\$10.13 per RSF and \$10.93 per ABOASF) at the rate of \$4,220.83 per month in arrears.

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

**AFCO CARGO ALB Limited Partnership  
P.O. Box 16860  
Washington, DC 20041-6860**

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

LESSOR  
AFCO Cargo ALB Limited Partnership

BY: AFCO Cargo ALB, [REDACTED]

BY \_\_\_\_\_

**Charles Stipancic, Jr., President**

**AFCO Cargo ALB Limited Partnership  
P. O. Box 16860  
Washington, DC 20041-6860**

UNITED STATES OF AMERICA

BY \_\_\_\_\_

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 ninety (90) 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 to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with the SFO Section of this Lease.
6. The following are attached and made a part hereof:
  - A. Rider to Lease GS-02B-23843
  - B. SFO Section
  - C. [REDACTED] Special Requirements
  - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - F. Floor Plan – Exhibit A
  - G. Subordination and Attornment Agreement – Exhibit B
  - H. Air Cargo Facility Agreement – Exhibit C

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

LESSOR  
AFCO Cargo ALB Limited Partnership

BY: AFCO Cargo ALB [REDACTED]

BY \_\_\_\_\_

IN PRESENCE OF [REDACTED]

**Charles Stipancic, Jr., President**

**AFCO Cargo ALB Limited Partnership  
P. O. Box 16860  
Washington, DC 20041-6860**

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Signature)

Contracting Officer, General Services Administration

(Official Title)





