

9NY 2539

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

JULY 25, 2011

LEASE NO.

GS-02B-23858

B/N: NY7240

THIS LEASE, made and entered into this date by and between REALTY DEVELOPMENT WEST, LLC

whose address is 570 Delaware Avenue
Buffalo, New York 14202-1284

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:

Eleven thousand six hundred seventeen (11,617) rentable square feet (RSF) of office space consisting of ten thousand six hundred ten (10,610) ANSI BOMA office area square feet (USF) in the building known and designated as I-190 Plaza, 6560 Niagara Falls Boulevard, Niagara Falls, New York 14304-1550 as shown on the attached demising plan labeled Exhibit A to be used for office and related purposes.

2. ~~TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on~~

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE

~~through _____, subject to termination and renewal rights as may be hereinafter set forth.~~

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

~~\$ _____~~

SEE PARAGRAPH 13 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:~~

4. ~~The Government may terminate this lease at any time by giving 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 after the date of mailing.~~

SEE PARAGRAPH 9 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:~~

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~~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:

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7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2 - A _____ edition).

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE

parties hereto have hereunto subscribed their names as of the date first above written.

L	[Redacted] PMENT WEST, LLC
B	_____
Sh	Counsel & Authorized Agent (Signature)
D	MGS

	(Address)
UNI	MINISTRATION
BY	[Redacted]
	Contracting Officer (Official title)

First Month's Rental Payment \$28,887.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$28,887.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$28,887.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$28,887.61 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

15. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to Realty Development West, LLC, 570 Delaware Avenue, Buffalo, New York 14202-1284.
16. All services, maintenance and utility costs for the entire leased space 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.
17. Pursuant to Paragraph 4.6 of the Lease, there will be an additional charge of \$2.50 per hour for the use of overtime heating and air-conditioning service beyond the Government's normal hours as stipulated in Paragraph 4.5 of this Lease with the exception of the utilities for the supplemental HVAC for the DCR room as referenced in Section 11 Special Requirements, Paragraph 3c which shall be provided 24 hours per day / 7 days per week as part of the rental consideration.
18. For the purposes of operating cost escalations, in accordance with Paragraph 4.3 of this Lease, the annual base cost of services for the entire leased space is \$68,914.09 (\$5.93 rsf/\$6.50 usf) including the cost of utilities.
19. For the purposes of tax adjustments in accordance with Paragraph 4.2 of this Lease, the Government's percentage of occupancy is 28.77% of the building.
20. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent shall be reduced by \$5.28 usf.
21. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Lessor from the approved design intent 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/life safety requirements.

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22. 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."
23. 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 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.
24. 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 employees of the General Services Administration or personnel authorized by the Contracting Officer.
25. 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 General Services Administration.
26. In accordance with Paragraph 14 of the General Clauses, 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 a minimum of 24 hours advance notice if access to the leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.
27. The Lessor shall install and maintain 10 lbs. ABC multipurpose fire extinguishers throughout the leased premises at such locations that the maximum traveled distance between extinguishers is fifty (50) feet. A sign shall be placed above the extinguisher so its location is apparent from a distance. The Lessor shall insure that the leased premises comply with all applicable fire and safety provisions.
28. The Government shall have 24-hour/7-day access to the leased premises.
29. In the event of any conflict or inconsistency between the SFO, the rider and approved construction drawings it is agreed that the rider and the approved construction drawings shall control and govern.

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30. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
31. The Lessor shall provide, install and maintain exterior signage that clearly identifies the location to the public.
32. The Lessor shall provide and install drinking fountains adjacent to the public and employee toilet rooms all of which shall meet ABAAS standards in accordance with Paragraph 6.1 of the lease.
33. The leased space shall comply with all applicable standards and codes including section 7.2.1.6.2 of NFPA 101, and the Building Code of New York State.
34. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
35. 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>.
36. The Lessor shall have a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations.
37. The Lessor shall provide, install and maintain exterior signage that clearly identifies the location to the public.
38. Prior to the effective date of this lease, the Lessor shall provide all labor and materials and replace the building's roof, in its entirety, as part of the rental consideration. The Lessor shall make every effort to minimize any disruption to the office during the installation of the new roof.
39. The Lessor shall ensure that the HVAC servicing the leased space shall provide heating and cooling in accordance with Paragraph 8.9 of the Lease and the Special Requirements to the Government's satisfaction.

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