

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

July 26, 2011

LEASE NO.

GS-02B-23861

Bldg. # NY7081

THIS LEASE, made and entered into this date between Aero Syracuse, LLC

whose address is: **201 West Street, Suite 200
Annapolis, MD 21401-3401**

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:

9,500 rentable square feet (RSF), yielding approximately 8,020 ANSI/BOMA Office Area square feet and related space located on the third (3rd) floor of the building known and designated as Aero Syracuse #3, whose address is 152 Air Cargo Road, Syracuse, NY 13212-3871, as shown on the plan labeled Exhibit "A," attached hereto and made a part hereof, together with approximately forty-five (45) non-reserved, surface parking spaces for employees and visitors and five (5) reserved, surface parking spaces for official, Government vehicles.

2. The term of this lease shall commence upon substantial completion of all alterations by the lessor and acceptance as substantially complete by the Government and shall run for a period of five (5) years subject to termination rights set forth in Paragraph 4 below. The commencement date of the lease shall be set forth in a subsequent Supplemental Lease Agreement (SLA) to this Lease.

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

SEE PARAGRAPHS 8 AND 10 OF THE RIDER TO THIS LEASE

Rent payments shall be payable to: **Aero Syracuse, LLC
201 West Street, Suite 200
Annapolis, MD 21401-3401**

4. The Government may terminate this lease at any time after the third (3rd) lease year by giving one hundred eighty (180) days prior-written notice to the Lessor. No rent 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.~~

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Rider to Lease containing Paragraphs 7 through 22;
- b) Section 1.0: Summary, Paragraphs 1.1 through 1.12;
- c) Section 2.0: Award Factors and Price Evaluation, Paragraphs 2.1 through 2.6;
- 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 6.12;
- 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 Standard, Paragraphs 10.1 through 10.16;
- l) Section 11.0: Special Requirements, Paragraph 11.1;
- m) General Clauses, GSA Form 3517B (Rev. 6/08), Paragraphs 1 through 48;
- n) Representations and Certifications, GSA Form 3518 (Rev. 1/07), Paragraphs 1 through 11;
- o) Exhibit "A" floor plan of the demised premises.

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

LESSOR: Aero Syracuse, LLC

BY _____
IN PRESENCE OF _____

SVP
(Title)
201 West St Ste 200, Annapolis MD 21401
(Address)

UN _____

Contracting Officer, General Services Administration
(Official Title)

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RIDER to GSA Lease No. GS-02B-23861

7. In accordance with Paragraph 3.2 of the SFO, the Tenant Improvement (TI) Allowance is \$20,000.00. Such contribution has been included as part of the rental consideration set forth in Paragraph 8 below and shall be amortized over the three (3) year firm term of the lease, compounded at an interest rate of 7.875% per annum. In the event the actual TI cost exceeds \$20,000, the Government shall pay the TI overage in accordance with Paragraph 3.3A3 of the SFO. In the event the TI cost is less than \$20,000.00, the actual TI amount shall be amortized in the annual rent in the same manner as set forth herein. Such rental adjustment shall be more specifically set forth in a Supplemental Lease Agreement.
8. The Government shall pay the Lessor, as part of a fully-serviced lease, annual rental as follows:
 - a. For years 1 through 3 of the lease term, a total annual rental of \$210,520.00 at the rate of \$17,543.33 per month in arrears; which annual rental includes \$7,506.90 per annum for the amortization of the TI cost plus annual operating cost escalations referenced in Paragraph 12 below.
 - b. For years 4 through 5 of the lease term, a total annual rental of \$203,013.10 at the rate of \$16,917.76 per month in arrears plus annual operating cost escalations referenced in Paragraph 12 below.
9. As part of the Tenant Improvement Allowance, the Lessor agrees to perform the following improvements:
 - a. Replace all ceiling tiles within the Leased Premises in accordance with Paragraph 6.7 of the SFO;
 - b. Paint the Lease Premises in accordance with Paragraph 7.12 of the SFO; and
 - c. Carpet the Leased Premises in accordance with Paragraphs 7.14 of the SFO.
10. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO 6NY4011, CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] for the three (3) years of the firm term value of this lease ("Commission"). The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, CB Richard Ellis 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 in the amount of [REDACTED] per the terms outlined in the Commission Agreement following execution of this lease by the Government.
11. Notwithstanding anything in Paragraphs 7, 8 and 10 above, the shell rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit. This reduction in shell rent shall commence with the first (1st) month of the lease term and continue through the second (2nd) month of the lease term as follows:
 - a. First month's rental payment of \$17,543.33, of which \$10,710.33 is shell rent, minus the commission credit of [REDACTED] equals [REDACTED] adjusted monthly rent
 - b. Second month's rental payment of \$17,543.33, of which \$10,710.33 is shell rent, minus the commission credit of [REDACTED] equals [REDACTED] adjusted monthly rentThe commission and credit shall be revised once the final TI cost has been agreed upon.
12. In accordance with Paragraph 4.3, *Operating Costs*, of the SFO, the base for operating cost adjustments shall be established as \$74,489.16 per annum.
13. For purposes of Real Estate Tax Adjustments as set forth in Paragraph 4.2 of the SFO, the Government's Percentage of Occupancy shall be 15.92% of the building (9,500 RSF / 59,679 RSF).
14. In accordance with Paragraph 4.6 of the SFO, "*Overtime Usage*", the overtime charge for electricity, heating, ventilating and air conditioning beyond normal hours of operation shall be calculated at the rate \$30.00 per hour. Normal hours for services, utilities and maintenance are 7:00 A.M. to 5:00 P.M. except Saturdays, Sundays, and federal holidays. Computer rooms and LAN rooms which require 24/7 air conditioning to maintain constant temperature settings are part of the rental consideration.
15. 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 General Services Administration.
16. The Lessor will not be reimbursed for any services not provided for in this Lease including, but not limited to, repairs, maintenance, alterations, and overtime services, nor will any rental be paid in whole or in part except for the Lease term specified in this lease, unless approved in advance by the Contracting Officer.
17. If during the term of this Lease, title to the 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 this notification:
 - a) A certified copy of the deed transferring title to this property from the Lessor to a new owner.
 - b) A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.

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- c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- d) The new owner's Employer Identification or Social Security Number.
- e) The new owner's full legal name. 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.

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 the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent of the month during transfer of title to the new owner will be processed on the first day of the month following the transfer of title. If notification of transfer and 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 any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as the Contracting Officer receives all documentation

- 18. The Lessor shall 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
- 19. The Government shall have access to the leased space, including the parking, on a 24 hour, 7-day a week basis.
- 20. Wherever the words "Offeror", "Lessor" 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 "leased space" or "premises", wherever the words "Lessee" is used in herein, it shall be deemed to mean the "Government".
- 21. Each employee of the Lessor and/or his contractor(s) shall be (1) a citizen of the United States of America, or; (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 Citizenship and Immigration Service that employment will not affect his immigration status.
- 22. This Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.

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