

Bldg. No 417108

This Lease is made and entered into between

Pavone Associates, LLC

("the Lessor"), whose principal place of business is 5081 Pine Valley Drive, Fayetteville, New York 13086, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

122 E. Seneca Street, Manlius, New York 13104-1850

and more fully described in Section 1 together with rights to the use of parking and other areas as set forth herein.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by the Lease and continuing for a period of:

Ten (10) Years, Five (5) Years Firm,

subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by the General Services Administration.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Pavone Associates, LLC
Name: *Angelo Tarbony*
Title: *Manager*
Date: *12/20/2011*

FOR THE GOVERNMENT:

[Redacted Signature]
Mary J. Nowobilski
Lease Contracting Officer
Date: *December 21, 2011*

WITNESSED BY:

[Redacted Signature]
Name: *ROBERT O'LEARY*
Title: *Witness*
Date: *12/20/2011*

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES—SUCCEEDING (APR 2011)

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below SFO paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: The leased premises shall consist of 2,105 rentable square feet (RSF), yielding 1,965 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 1.0712 percent). 1,780 ABOA of office space located on the second floor and 185 ABOA of space located on the ground floor of the building as depicted on the floor plans labeled Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

1.02 EXPRESS APPURTENANT RIGHTS (APR 2011)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government Rules and Regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: The Lessor shall provide the Government with three (3) surface parking spaces in the parking lot at the rear of the leased premises, at no additional cost. Additional parking is available to Government employees and visitors on a first come, first serve basis. In addition, the Lessor shall provide additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATION—SUCCEEDING (APR 2011)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates (See Section 8.1):

| | YEARS 1—5 | | YEARS 6—10 | |
|----------------------------------|--------------------|-------------------|--------------------|-------------------|
| | ANNUAL RENT | ANNUAL RATE / RSF | ANNUAL RENT | ANNUAL RATE / RSF |
| Shell Rental Rate | \$26,149.65 | \$12.4226 | \$26,149.65 | \$12.4226 |
| Tenant Improvements Rental Rate* | \$17,162.62 | \$8.1533 | \$0 | \$0 |
| Operating Costs | \$8,172.98 | \$3.8827 | \$8,172.98 | \$3.8827 |
| Building Specific Security Costs | \$0 | \$0 | \$0 | \$0 |
| FULL SERVICE RATE | \$51,485.25 | \$24.4586 | \$34,322.63 | \$16.3053 |

B. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

C. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

D. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in Paragraph 1.01, "The Premises," created herein.
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease.
4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. All services, utilities, maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHT (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the firm term of this Lease by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference, as though fully set forth herein:

| DOCUMENT NAME | NO. OF PAGES | EXHIBIT |
|---|--------------|---------|
| Floor Plan(s) | 2 | A & B |
| Parking Plan(s) | N/A | |
| Special Requirements | N/A | |
| GSA Form 3517B General Clauses | 21 | |
| GSA Form 3518, Representations and Certifications | 4 | |
| Small Business Subcontracting Plan | N/A | |
| Building Security Unit Price List | N/A | |

1.06 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 19.95 percent. The percentage of occupancy is derived by dividing the total Government space of 2,105 rentable square feet by the total building space of 10,739.80 rentable square feet.

1.07 OPERATING COST BASE (APR 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.88 per rentable sq. ft.

1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (APR 2011)

In accordance with the section entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA sq. ft. of space vacated by the Government.

1.09 OVERTIME HVAC RATES (APR 2011)

There shall be no additional charge for overtime services.

1.10 24-HOUR HVAC REQUIREMENT (APR 2011)

The Overtime Usage rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services there shall be no additional charge for the additional overtime HVAC.

1.11 ADDITIONAL BUILDING IMPROVEMENTS (APR 2011)

In addition to construction of the Tenant Improvements as required in this Lease, the Lessor shall be required to complete the following additional building improvements (e.g., Fire/Life Safety, Seismic, and Energy Efficiency) prior to acceptance of the Space:

- A. Fire and Life Safety modifications, as approved by GSA's Fire and Life Safety Engineer, will be performed as specified on attached Addenda to GSA 12000 and attached Floor-Plan and Elevations attached hereto and labeled Exhibits "C" and "D"
- B. The tenant agency bathroom will be renovated to comply with ABAAS as specified on attached Floor Plan and Elevations drawing attached hereto and labeled Exhibit "D".
- C. As part of the tenant improvements, the tenant space will be repainted and new carpet is to be installed.
- D. The Lessor shall complete all necessary alterations within 120 working days after Notice to Proceed with construction.