

This Lease is made and entered into between

DEYS MASTER TENANT, LLC

("the Lessor"), whose principal place of business is **108 West Jefferson Street, Suite 503, Syracuse, New York 13202**, 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

401-403 S. Salina Street, Syracuse, New York 13202-2415

together with rights to the use of parking and other areas as set forth herein.

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

2 Years, 1 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.

[Redacted Signature]

Name: Kirinda Clark
Title: Member
Date: 8/12/11

F [Redacted Signature]

BARFIELD SMITH
Lease Contracting Officer
Date: 8/12/11

WITNESSED BY:

Name: [Redacted]
Title: Property Manager
Date: 8/11/2011

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, security improvements, 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 Lease Contract paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 8,235 rentable square feet (RSF), yielding 7,161 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 14.9979053 percent, located on the first and second floor(s) of the Building, as depicted on the floor plan(s) attached.

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: Three (3) parking spaces shall be structured inside spaces reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennae, Satellite Dishes and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

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:

	YEARS 1 - 5		YEARS 6 - 10 - NA	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$63,793.97	\$7.75	\$XXX,XXX.XX	\$XX.XX
TENANT IMPROVEMENTS RENTAL RATE*	\$0.00	\$0.00	\$XXX,XXX.XX	\$XX.XX
OPERATING COSTS*	\$48,623.19	\$5.90	\$XXX,XXX.XX	\$XX.XX
BUILDING SPECIFIC SECURITY COSTS	\$0.00	\$0.00	\$XXX,XXX.XX	\$XX.XX
FULL SERVICE RATE	\$112,417.16	\$13.65	\$XXX,XXX.XX	\$XX.XX

	YEARS 11 - 15 - NA		YEARS 16 - 20 - NA	
	ANNUAL RENT	ANNUAL RATE / RSF	ANNUAL RENT	ANNUAL RATE / RSF
Shell Rental Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Tenant Improvements Rental Rate*	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Operating Costs*	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Building Specific Security Costs	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX
Full Service Rate	\$XXX,XXX.XX	\$XX.XX	\$XXX,XXX.XX	\$XX.XX

*The Tenant Improvements Allowance is amortized at a rate of 0 percent per annum for 00 years.

- 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:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
FLOOR PLAN(S)		
PARKING PLAN(S)		
AGENCY SPECIFIC REQUIREMENTS		
ADDITIONAL SECURITY REQUIREMENTS		
GSA FORM 3517B GENERAL CLAUSES		
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS		
SMALL BUSINESS SUBCONTRACTING PLAN		
BUILDING SECURITY UNIT PRICE LIST		

1.08 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 3.38 percent. The percentage of occupancy is derived by dividing the total Government space of 8,236 rentable square feet by the total building space of 243,668.64 rentable square feet.

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is \$XX.

1.09 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 \$5.90 per rentable sq. ft.

1.10 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 \$1 per ABOA sq. ft. of space vacated by the Government.

1.11 OVERTIME HVAC RATES (APR 2011)

The following rates shall apply in the application of the clause titled "Overtime HVAC Usage:"

\$ per hour per zone

No. of zones:

\$ per hour for the entire space.

1.12 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 shall be provided by the Lessor at a rate of \$XX per ABOA sq. ft. of the area receiving the additional overtime HVAC.

1.13 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. _____
- B. _____
- C. _____