

**LEASE NO. GS-02P-LNY24199**

Succeeding/Superseding Lease  
GSA FORM L202 (September 2013)

This Lease is made and entered into between

**Lessor's Name:**

Dey's Master Tenant, LLC, whose principal place of business is 108 W. Jefferson Street, Suite 504, Syracuse, New York 13202-2584, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America:

(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:

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

**401 South Salina Street, Syracuse, New York 13202-2415**

and more fully described in Section 1 and Exhibits "A" and "B", together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning on August 1, 2014, and continuing for a period of

**10 Years, 5 Years Firm,**

Subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

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: Kirkland Delite

Title: member

Date: 8/19/14

**FOR THE GOVERNMENT:**

[Redacted Signature]

Mary Nowobilski

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: August 20 2014

WIT [Redacted Signature]

Name: April Van Auker

Title: Office Manager

Date: 8-19-14

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. Office and Related Space: 7,179 rentable square feet (RSF), yielding 6,243 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the building, as depicted on the floor plan(s) attached hereto as Exhibit "A" and Exhibit "B".

B. Common Area Factor: The Common Area Factor (CAF) is established as ~~4.149929~~ <sup>(14.997%)</sup> percent of ~~the~~ <sup>the</sup> conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 12 on-site parking spaces located in the Dey's Parking Garage, reserved for the exclusive use of the Government, of which 12 shall be structured/inside parking spaces, and 0 shall be surface/outside parking spaces. 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.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$78,969.00	\$89,996.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0.00	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$43,074.00	\$ 43,074.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$122,043.00</b>	<b>\$133,070.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$11.00 per RSF multiplied by 7,179 RSF

(Non Firm Term) \$12.5360 per RSF multiplied by 7,179 RSF

<sup>2</sup>The installation of [redacted] Level II security improvements will be negotiated at a later date, and such improvements will be paid by lump sum payment.

<sup>3</sup>Operating Costs rent calculation: \$6.00 per RSF multiplied by 7,179 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 amortized at a rate of 0 percent per annum over 0 years

<sup>5</sup>Parking costs are included in the lease rental rate.

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 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 (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

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

- The leasehold interest in the Property described in the paragraph entitled "The Premises."

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; and 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.

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012) – INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 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 90 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.

**1.06 RENEWAL RIGHTS (SEP 2013)**

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	OPTION TERM, YEARS [REDACTED]	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE [REDACTED] OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 90 days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	2	A & B
PARKING PLAN(S)	-	N/A
SECURITY REQUIREMENTS	5	C
AGENCY SPECIAL REQUIREMENTS	-	N/A
SECURITY UNIT PRICE LIST	-	N/A
GSA FORM 3517B GENERAL CLAUSES	46	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	11	E
SMALL BUSINESS SUBCONTRACTING PLAN	-	N/A
SEISMIC FORM C, BUILDING RETROFIT OR NEW CONSTRUCTION PRE-AWARD COMMITMENT	-	N/A
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT No. X	-	N/A

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013) – INTENTIONALLY DELETED**

**1.09 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012) – INTENTIONALLY DELETED**

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) – INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 3.01 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 7,179 RSF by the total Building space of 238,150 RSF.



**1.12 REAL ESTATE TAX BASE (SEP 2013) – INTENTIONALLY DELETED**

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$6.00 per RSF (\$43,074.00/annum).

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the 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 \$1.00 per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

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

- \$0.00 per hour per zone
- Number of zones: 0
- \$0.00 per hour for the entire Space.

**1.16 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC 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 an annual rate of \$0.00 per ABOA SF. of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. The Lessor will purchase all materials, equipment, and labor to build a demising wall separating the former [redacted] space from the [redacted] space as shown on the drawings scaled and approved by GSA (Exhibit "A" and "B"). The Lessor agrees to re-paint and re-carpet any areas damaged during the construction.
- B. This Lease requires that the building have a valid Certificate of Occupancy. If no Certificate of Occupancy exists, the Lease requires that a registered fire protection engineer survey the building and submit a report (It must be verified that the building complies with applicable local codes and ordinances). A requirement of this Succeeding Lease is that the Lessor agrees to hire a consultant, as proposed in the July 21, 204 E-mail, and if necessary make any necessary fire and life safety improvements in order for the building to meet local codes and ordinances.
- C. The Government may request that the Lessor purchase, install, and maintain an upgrade to the current [redacted] security system which includes but is not limited to: [redacted]. The Government shall submit a Scope of Work to the Lessor to contract for the security equipment. If the Lessor agrees to perform the work, and the Government and Lessor agree on the cost of the alterations, the Lessor will be paid a lump sum payment upon completion and acceptance of the security alterations. If the Lessor refuses to contract for the alterations, the Government has the right to hire their own contractor to perform the work.
- D. All building improvements requested by the Government must comply with National Historic Preservation requirements.