

**LEASE NO. GS-04B-62386**

Simplified Lease  
GSA FORM L201A (June 2012)

This Lease is made and entered into between EAGLE ASSOCIATES OF NIAGARA FRONTIER, INC (Lessor), whose principal place of business address is 4155 Walden Avenue, Lancaster, NY 14086-1512 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, comprising of a total of 1,197 RSF / 1,050 ABOA being all or a portion of the Property located at Building E, Unite 200, 25 Clerks Summit Drive, Bluffton, SC 29910-4964 together with rights to the use of 3 surface parking spaces 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 their appurtenances for the term of 10 years, 5 years firm beginning October 21, 2013 and continuing October 20, 2023. The Government may terminate this lease on or after October 20, 2018 in accordance with Lease Paragraph 1.05 upon the Government's 60 days written notice.

**RENTAL RATE.** The Government shall pay the Lessor annual rent for the entire term, monthly in arrears, as follows:

	OCTOBER 21, 2013 - OCTOBER 20, 2018	OCTOBER 21, 2018 - OCTOBER 20, 2023
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$18,098.64	\$19,295.64
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 0	\$ 0
OPERATING COSTS <sup>3</sup>	\$ 10,473.75	\$ 10,473.75
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 0	\$ 0
PARKING <sup>5</sup>	\$ 0	\$ 0
<b>TOTAL ANNUAL RENT</b>	<b>\$28,572.39</b>	<b>\$29,769.39</b>

<sup>1</sup>Shell rent calculation:  
(Firm Term) \$15.12 per RSF multiplied by 1,197 RSF  
(Non Firm Term) \$16.12 per RSF multiplied by 1,197 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$0. This is a turn key lease in accordance with Lease Paragraph 1.03.  
<sup>3</sup>Operating Costs rent calculation: \$8.75 per RSF multiplied by 1,197 RSF. Operating rent is exclusive of CPI.  
<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$XX. This is a turn key lease in accordance with Lease Paragraph 1.03.  
<sup>5</sup>Parking costs are for 3 on-site surface parking spaces reflecting a rate of \$0 per reserved space per month.

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:**

EAGLE ASSOCIATES OF NIAGARA FRONTIER, INC.

Name: Eugene P.

Title: C.E.O.

Entity Name: Eagle Associates of Niagara Frontier, Inc.

Date: 5/23/14

**FOR THE GOVERNMENT:**

Michael Monaghan Marla Dent

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 5/29/14

**WITNESSED FOR THE LESSOR BY:**

Name: David Bachelder

Title:

Date: 5/23/14

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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

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**1.01 THE PREMISES (SIMPLIFIED) (AUG 2011)**

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

**1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)**

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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes or operating costs.

**1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012)~~ INTENTIONALLY DELETED****1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 60 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 (SIMPLIFIED) (APR 2011)~~ INTENTIONALLY DELETED****1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (JUN 2012)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal	27	A
Floor Plan Delineating the Premises	1	A1
Agency Specific Requirements, Dated 09/19/2012	10	B
Level 1 Security Requirements	2	C
Lease Inspection Form dated 12/08/2011	1	D
Representations and Certifications (GSA Form 3518A)	4	E

**1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011)~~ INTENTIONALLY DELETED****1.09 OPERATING COST BASE (AUG 2011)**

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

**1.10 ADDITIONAL BUILDING IMPROVEMENTS (JUN 2012)**

The Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Bluffton Space and Security Requirements (Attached Exhibit B & Exhibit C)
- B. Remedy All Deficiencies Listed in Lease Inspection Form Dated 12/08/2011 (Attached Exhibit D)

**1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6l. If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

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## SECTION 2 GENERAL TERMS, CONDITIONS AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (JUN 2012)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and Express Appurtenant Rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of Space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date that the Lease is executed by the LCO (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section I of this Lease, and delineated by plan in the attached Exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical Building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .