

LEASE NO. GS-02P-LNY24277

Succeeding/Superseding Lease
GSA FORM L202 (May 2015)

This Lease is made and entered into between

LCO BUILDING, LLC

(Lessor), whose principal place of business is 726 Exchange Street, Suite 600, Buffalo, NY 14210, 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

726 Exchange Street, Buffalo, New York 14210

and more fully described in Section 1 and Exhibit "A", 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.

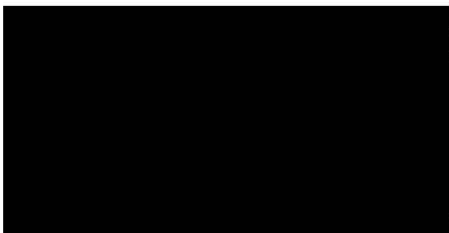
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon October 17, 2015 or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

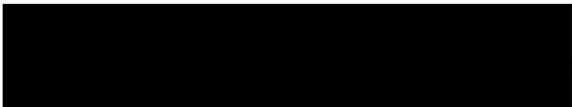
10 Years, 5 Years Firm,

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.

do hereby evidence their agreement to all terms and conditions set forth herein by their signatures below, to be executed Lease to the Lessor.



FOR THE GOVERNMENT:



Name: JOSEPH A. PETRELLA

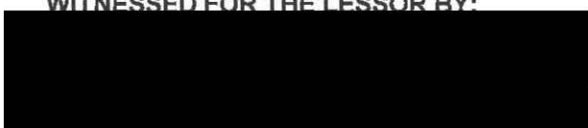
Title: MEMBER

Date: 11/3/2015

Lease Contracting Officer
General Services Administration, Public Buildings Service

Date: November 4, 2015

WITNESSED FOR THE LESSOR BY:



Title: CFO

Date: 11 3 2015

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 (see Paragraph 3.17 of this Lease), 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:** 53,010 rentable square feet (RSF), yielding 49,724 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related Space located on the 4th and 1st floor(s) of the Building known as The Larkin at Exchange, as depicted on the floor plan(s) attached hereto as Exhibit "A" & "B". In addition 2,037 RSF which yields 1,862 ABOASF shall be provided at no additional cost by the Lessor to the Government as part of this Lease.
- B. **Common Area Factor:** The Common Area Factor (CAF) is established as 7 percent. This factor, which represents the 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:** 116 parking spaces as depicted on the plan attached hereto as Exhibit "C", made available for the exclusive use of the Government, of which 16 shall be structured/inside and reserved parking spaces, and 100 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.
- B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)

- 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 ¹	\$998,178.00	\$1,051,188.40
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$0.00
OPERATING COSTS ³	\$ 403,406.00	\$ 403,406.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ 0.00	\$0.00
PARKING ⁵	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,401,584.00	\$1,454,594.40

¹Shell rent calculation:
 (Firm Term) \$18.83 per RSF multiplied by 53,010 RSF
 (Non Firm Term) \$19.83 per RSF multiplied by 53,010 RSF
²The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years.
³Operating Costs rent calculation: \$7.61 per RSF multiplied by 53,010 RSF
⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years
⁵Parking costs described under sub-paragraph H below

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. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the rental payments due and owing under this Lease shall be reduced to recapture the **ONE (1) MONTH OF FREE RENT** (with the exception of taxes); therefore beginning with the **FIRST** month of the rental payments.

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

E. 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 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 120 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) – INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)

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)	1	C
SECURITY REQUIREMENTS	10	D
AGENCY SPECIFIC/SPECIAL	N/A	-
SECURITY UNIT PRICE LIST	N/A	-
GSA FORM 3517B GENERAL CLAUSES	46	E
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	12	F
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 10.10 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 53,010 RSF by the total Building space of 525,000 RSF.

1.12 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment Paragraph of the Lease. Tax adjustments shall not occur until the tax year following Lease commencement has passed or at the end of the Empire Zone exemptions, whichever is later. Any tax adjustments shall not occur until all payments (County of Erie & City of Buffalo) are fully paid and submitted to the Government in accordance with tax submission process established in Section 2.07 of the Lease and shall continue thereafter until Lease expiration. The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

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 \$7.61 per RSF (\$403,406.00/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 \$1.75 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:"

- \$6.00 per hour per zone
- Number of zones: 65

1.16 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. 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..
- B. 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) – INTENTIONALLY DELETED