

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

January 21, 2010

LEASE NO.

GS-02B-23741

BLDG NO.

NY7314

THIS LEASE, made and entered into this date by and between USAirports, Rochester, NY, G.P.

whose address is: **One Airport Way, Suite 300  
Rochester, NY 14624 -3128**

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

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

1. The Lessor hereby leases to the Government the following described premises:

**8,188 rentable square feet / 6,929 ANSI BOMA office area square feet (usf) of office and related space located on the 2<sup>nd</sup> floor of the building known and designated as One Airport Way, Rochester, NY 14624 -3128 to be used for office and related purposes.**

~~2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on~~

**SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE**

~~through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.~~

~~3. The Government shall pay the Lessor annual rent of~~

~~\$ \_\_\_\_\_~~

**SEE PARAGRAPHS 12 and 13 OF THE RIDER TO THIS LEASE**

~~at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ in arrears.~~

~~Rent for a lesser period shall be prorated. Rent checks shall be made payable to:~~

~~4. The Government may terminate this lease at any time by giving at least \_\_\_\_\_ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

**SEE PARAGRAPH 9 OF THE RIDER TO THIS LEASE**

~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least \_\_\_\_\_ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

INTENTIONALLY DELETED

7. The following are attached and made a part hereof:  
The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).

SEE PARAGRAPH 7 OF THE RIDER TO THIS LEASE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

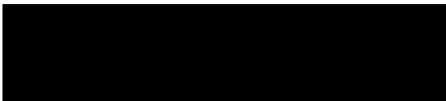
LESSOR USAirports, Rochester, NY, G.P.

BY



*Executive V.P.*  
\_\_\_\_\_  
(Signature)

IN PRESENCE OF:



*One Airport Way, Rochester*  
\_\_\_\_\_  
(Address) *NY 14624*

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION



\_\_\_\_\_  
Contracting Officer  
(Official title)

*2 3 100*



however, that the rent for the first month shall be reduced in accordance with paragraph 13. Years 1 through 3 annual rental rate includes \$4.40 per rsf (\$36,048.00 per annum) for the amortization at an interest rate of 7.5% per annum for the Lessor's contribution to the TI cost.

For years 4 through 7 of the lease term, a total annual rental rate of \$24.85 per rentable square foot (rsf) for a total of \$203,471.80 per annum at the rate of \$16,955.98 per month in arrears as adjusted by operating cost escalations.

13. Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and JLL have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 1.13, "Broker Commission and Commission Credit" of the SFO portion of the lease, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 1.13, "Broker Commission and Commission Credit" (fifty percent (50%) of the commission shall be due upon the execution of the Lease, and the remaining fifty percent (50%) shall be due at the lease commencement); the Commission less the Commission Credit is [REDACTED].

The shell rental portion of the annual rental payments due and owing under Paragraph 12 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment \$20,840.33 (of which \$15,052.92 is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

14. Rent for a lesser period shall be prorated. Rent checks shall be made payable to USAirports, Rochester, NY, G.S., One Airport Way, Suite 300, Rochester, NY 14624..
15. For the purposes of operating cost escalations, in accordance with Paragraph 3.7 of the SFO portion of this Lease, the annual base cost of services is \$32,969.00 (\$4.03 rsf / \$4.76 usf).

INITIAL:  /   
LESSOR / GOVERNMENT

*Handwritten:* 4/3/10





