

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

June 7, 2011

LEASE NO.

GS-02B-23865; Bldg: NY7463ZZ

THIS LEASE, made and entered into this date by and between Acquest South Park LLC

Whose address is **80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

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 considerations hereinafter mentioned, covenant and agree as follows:

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

Approximately 4,662 Rentable Square Feet (RSF) / 4,317 ANSI/BOMA Office Area Square Feet (ABOASF) of office and related space located on the first floor of the premises known and designated as Lexington Commerce Center, 1600 Lexington Avenue, Rochester, New York 14606-3061, as shown on the plan labeled Exhibit "A" attached hereto and made a part hereof, to be used for such purposes as determined by the Government. Included in the rent at no additional cost to the Government are eighteen (18) on-site secure parking spaces for the exclusive use of Government employees.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing upon completion by the Lessor of all alterations specified in this Lease and acceptance thereof by the Government as substantially complete, and run for a period of ten (10) years thereafter, subject to the termination rights as set forth in Paragraph 4 of the SF-2 of this Lease. The commencement date shall be more specifically set forth in a Supplemental Lease Agreement (SLA) executed by both the Lessor and the Government.

3. The Government shall pay the Lessor annual rent as follows:

For Years 1-5 of the lease term, annual rent of \$131,701.50 (\$28.25 per RSF and \$30.51 per ABOASF) at the rate of \$10,975.13 per month in arrears.

For Years 6-10 of the lease term, annual rent of \$69,930.00 (\$15 per RSF and \$16.20 per ABOASF) at the rate of \$5,827.50 per month in arrears.

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

**Acquest South Park LLC
80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

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

LESSOR

Acquest South Park LLC

[Redacted Signature]

AP

(Title)

IN PRESENCE OF

[Redacted Name]

[Redacted Name]

(Address)

UNITED STATES

[Redacted Signature]

Contracting Officer, General Services Administration

(Official Title)

4. The Government may terminate this lease at any time after the fifth (5th) year by giving at least ninety (90) 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.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with the SFO Section of this Lease.
6. The following are attached and made a part hereof:
 - A. Rider to Lease GS-02B-23865
 - B. SFO Section
 - C. Special Requirements for Customs and Border Protection
 - D. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
 - F. Floor Plan – Exhibit A

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

~~LESSOR
Acquest South Park LLC~~

~~BY _____
(Signature)~~

~~_____
(Title)~~

~~IN PRESENCE OF~~

~~_____

_____~~

~~_____

_____~~

~~(Address)~~

~~UNITED~~

~~BY _____
(Signature)~~

Contracting Officer, General Services Administration

~~(Official Title)~~

INITIALS: metb & MW
LESSOR GOVT

Rider to Lease GS-02B-23865

7. In accordance with SFO paragraph 4.2 entitled *Tax Adjustment*; the percentage of Government occupancy is established as 0.023%.
8. In accordance with SFO paragraph 4.3 entitled *Operating Costs*; the base cost of services is established as \$6.01/RSF (\$28,018.62/annum).
9. In accordance with SFO paragraph 4.1 entitled *Measurement of Space*; the Common Area Factor is established as 1.079916600% (4,662 RSF/ 4,317 ABOASF).
10. In accordance with SFO paragraph 4.4 entitled *Adjustment for Vacant Premises*, the rental reduction shall be at the rate of \$2.00/ABOASF.
11. In accordance with SFO Paragraph 4.5 entitled *Normal Hours*, services, utilities, and maintenance shall be provided daily, extending from 7:00 am to 6:00 pm, except Saturdays, Sundays, and Federal Holidays.
12. In accordance with SFO Paragraph 4.6 entitled *Overtime Usage*, there will be a \$40.00/hour charge for overtime usage. There is an additional charge of \$1.00/RSF annually for any room(s) requiring 24-hour/7 days per week, HVAC, to be paid separately by the tenant agency. This amount will be more specifically set forth in a future Supplemental Lease Agreement.
13. The Lessor agrees to contribute a Tenant Improvement (TI) allowance of \$183,493.00 or \$42.50/ABOASF, toward the cost of the TI to be provided hereunder. The TI cost of \$183,493.00 will be amortized over the firm term at 6.5% per annum (\$43,083.02 per annum or \$9.24/RSF). In the event that the TI cost is less than \$183,493.00 it is understood that the actual TI cost balance will be amortized into the annual rent in the same manner as set forth herein. In the case that the balance of the TI cost exceeds the total TI allowance of \$183,493.00, the Government shall pay the overage by either a one-time lump sum payment or increasing the cost to be amortized during the firm term of the lease agreement. Such additional payment(s) or rental reduction, if applicable, will be memorialized in a subsequent Supplemental Lease Agreement (SLA).
14. The Lessor's Tenant Improvement Fee Schedule has been negotiated as follows:
 - a. General Conditions will be 5% of the total subcontractor's costs, estimated to be \$183,493.00
 - b. General Contractor's fee will be 5% of the total subcontractor's costs, estimated to be \$183,493.00
 - c. Architectural/Engineering fees will be \$2.50 per ABOASF
 - d. Lessor's Project Management Fee will be 5% of the total subcontractor's costs, estimated to be \$183,493.00
15. Wherever the words "Offeror" or "Successful Offeror" appear in the lease they shall be deemed to mean "Lessor". Wherever the words "Solicitation", "Solicitation for Offers" or "SFO" appear in this lease they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this lease they shall be deemed to mean the "leased premises", "demised premises", "premises" or "Premises" and where the word "Lessee" is used herein it shall be deemed to mean Government.
16. The Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose at reasonable times provided the Lessor gives the Government prior reasonable notice.
17. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or other designated representative of the U.S. General Services Administration.
18. The Lease shall not be binding on either party until it has been executed by a duly authorized official of the U.S. General Services Administration and Lessor.

term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>.

28. CB Richard Ellis ("CBRE") along with their subcontractors, John Burweger and The Crown Partnership, Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the entire firm term value of this lease ("Commission"). The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, 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 the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] ([REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

The shell rental portion of the annual rental payments due and owing under Paragraph 3 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 throughout the *third month* of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

28. Each employee of the Lessor and/or its Contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.