

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

August 17, 2011

LEASE NO.

GS-04B-23902

Bldg. No. NY7541

THIS LEASE, made and entered into this date by and between **THE UNILAND PARTNERSHIP OF DELAWARE L.P.**

whose address is **100 Corporate Parkway, Suite 500
Amherst, NY 14226-1200**

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:

A total of 4,350 rentable square feet (RSF) of office and related space, which yields 3,815 ANSI/BOMA Office Area square feet (ABOSF) of space at 6500 Sheridan Drive, Williamsville, NY 14221-4845. The space is located on the 3rd floor, as indicated on the attached floor plan labeled Exhibit A.

2. The term of this Lease shall commence upon completion of the alterations to the leased premises by the Lessor 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 below. The commencement date of this Lease shall be more specifically set forth in a Supplemental Lease Agreement executed by both the Lessor and the Government.

----- Last Item -----

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

LESSOR

[Redacted Signature]

SIGNATURE

NAME OF SIGNER

NANCY K. BOBSON

IN PRESENCE OF

[Redacted Signature]

SIGNATURE

NAME OF SIGNER

UNITED STATES OF

NAME

OFFICIAL TITLE OF SIGNER

Contracting Officer

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, and adjusted by operating cost escalations as follows: The rate per rentable square foot (RSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/BOMA Office Area Square Foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

| <u>TERM</u> | <u>ANNUAL RENT</u> | <u>PRSF RATE</u> | <u>ABOASF RATE</u> | <u>MONTHLY RATE</u> |
|-------------|--------------------|------------------|--------------------|---------------------|
| Years 1-5 | \$128,871.00 | \$29.6255 | \$33.78 | \$10,739.25 |
| Years 6-10 | \$135,372.00 | \$31.1200 | \$35.48 | \$11,281.00 |

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

**The Uniland Partnership of Delaware L.P.
 100 Corporate Parkway, Suite 500
 Amherst, NY 14226-1200**

4. The Government may terminate this Lease in whole or in part at any time on or after the fifth (5th) full year by providing at least ninety (90) days written notice to the Lessor. 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 of the rental consideration, seven (7) structured, covered, reserved parking spaces at no additional cost to the Government.

INITIALS: MMD & [Signature]
 LESSOR & GOVT

6. The following are attached hereto and made a part hereof:
- (a) Rider to Lease GS-04B-23902, Paragraphs 6 through 21
 - (b) Solicitation for Offers 0NY2288 ("SFO")
 - (c) Amendment Number 1 to SFO 0NY2288 (Paragraph 3.7, Green Lease Submittals & Paragraph 8.3 Energy Efficiency and Conservation)
 - (d) Space Alteration and Security Requirements of the [REDACTED] (b)(6)
 - (e) Information Technology Division (ITD) Document for [REDACTED]
 - (f) GSA Form 3518, Representations and Certifications
 - (g) GSA Form 3517B, General Clauses
 - (h) Exhibit "A" Floor Plan
7. In accordance with Paragraph 3.2, (Tenant Improvements Included in Offer), the maximum tenant improvement allowance shall be \$166,982.55 (\$43.77 / ABOASF), amortized over 120 months at 6.00% payable monthly at the rate of \$1,853.85 or \$22,246.18 annually and is included in the annual rent payment identified in Paragraph 3 of this Lease. In accordance with Paragraph 3.3, (Tenant Improvement Rental Adjustment), the Government, at its sole discretion, shall make all decisions as to the usage and payment for said tenant improvement allowance. If the Tenant Improvement (TI) cost exceeds \$166,982.55, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire TI of \$43.77 / ABOASF or \$166,982.55 is not used, the Government will adjust the rental rate downward to off-set the difference in the TI. The Lessor understands, in lieu of cost and pricing data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.
8. In accordance with Paragraph 4.2 (Tax Adjustment) of the SFO, the percentage of Government occupancy is established as 8.25% (based on total building area of 52,735 RSF and the Government's occupancy of 4,350 RSF).
9. In accordance with Paragraph 4.3 (Operating Costs) of the SFO, the escalation base is established as \$4.7460 per RSF (\$5.4115 per ABOASF), \$20,645.00 per annum.
10. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of the SFO, the rental rate reduction is established as \$2.00 per ABOASF.
11. In accordance with Paragraph 4.6 (Overtime Usage) of the SFO, the rate for overtime usage is established as \$45.00 per hour for HVAC usage beyond the normal hours.
12. In accordance with Paragraph 4.8 (Janitorial Services) of the SFO, cleaning services requiring access to the Government's leased space shall be performed during normal operating hours of 7:30 AM and 5:30 PM.
13. This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this Lease. In the

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LESSOR GOVT

event of any conflict or inconsistency between the SFO, the Rider and approved Construction Drawings it is agreed that the Rider and the approved Construction Drawings shall control and govern.

- 14. All questions pertaining to this Lease shall be referred in writing to the contracting officer of the General Services Administration ("GSA Contracting Officer"). The Government assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by the GSA Contracting Officer.
- 15. Whenever the words "Offeror", "Lessor" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; whenever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; whenever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".
- 16. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit) of the SFO, the Lessor and the Broker 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]. 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 Paragraph 2.3 of the SFO and the separate commission agreement executed by both parties. The [redacted] balance which equates to [redacted] is to be paid to the Broker as follows: Fifty percent (50%) is due and payable within thirty (30) days after lease award and the remaining fifty percent (50%) is payable at occupancy.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease 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 as indicated in this schedule for adjusted monthly rent:

First month's rental payment \$10,739.25 minus prorated Commission Credit of [redacted] equals [redacted] adjusted first month's rent.

Second month's rental payment \$10,739.25 minus prorated Commission Credit of [redacted] equals [redacted] adjusted second month's rent.

- 17. 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 Alien Registration Receipt Card, Form 1-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

INITIALS: hmd & mm
LESSOR & GOVT

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18. If during the term of this Lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the GSA Contracting Officer of said transfer. The following information shall accompany this notification:

- A certified copy of the deed transferring title to the property from the Lessor to the new owner.
- A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this Lease.
- A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
- The new owner's employer identification or Social Security Number.
- A completed "Payment Information Form" SF3881 (Provided to the Lessor by the Government)
- The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners fully and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of that month (or later), in which the transfer of title will be effected, the full contract rental for the month will be forwarded to the Lessor. In this instance, it will be the responsibility of both the Lessor and the new owner to submit, in conjunction with the other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as the GSA Contracting Officer receives all documentation.

19. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
20. The Lessor agrees that the Government shall have no obligation to restore the premises as a result of initial or future alterations whether performed by the Lessor or the Government.
21. The Lease shall not be binding on either party until executed by a duly authorized official of the U.S. General Services Administration.

INITIALS:

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LESSOR GOVT