

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

7/13/2012

LEASE NO. GS-02B-23903

THIS LEASE, made and entered into this date by and between Corporate Place, LLC whose address 255 East Avenue, Rochester, New York 14604-2625.

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:

23,912 rentable square feet (RSF) which yields 21,543 ANSI BOMA (ABOA SF) office area square feet of office and related space located on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) floors of the building known and designated as Corporate Place, LLC located at 255 East Avenue, Rochester, New York, 14604-2625 as shown on the demising floor plans labeled Exhibit "A" attached hereto and made part hereof, to be used for office and related purposes, together with twenty one (21) reserved parking spaces for Government vehicles to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on \_\_\_\_\_ through \_\_\_\_\_, subject to termination and renewal rights as may be hereinafter set forth.

SEE PARAGRAPH 12 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of

\$ \_\_\_\_\_

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE

Rent for a lesser period shall be prorated.

Rent checks shall be made payable: Corporate Place, LLC  
255 East Avenue  
Rochester, New York 14604-2625

4. The Government may terminate this lease in whole, or in part, at any time after five (5) years 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. 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. (Intentionally Deleted)~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
**SEE THE RIDER TO THIS LEASE**

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

**SEE PARAGRAPH 8 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  
BY \_\_\_\_\_  
(Signature)

IN \_\_\_\_\_  
(Signature) 255 East Ave, Rochester, NY  
(Address)

UNITED STATES GOVERNMENT ADMINISTRATION  
BY \_\_\_\_\_  
Contracting Officer  
(Official title)

STANDARD FORM 2  
FEBRUARY 1965 EDITION

Initials: DB & DB  
Lessor Government





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payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

14. All services, maintenance and utility costs are included in the rental consideration, including tenant electricity for lights, office machines and related equipment and HVAC. Services, utilities and maintenance shall be provided by the Lessor in accordance with the specifications in this lease at no additional cost to the Government.
15. For the purpose of Operating Cost Escalations, in accordance with Paragraph 4.3 of this Lease, the base cost of services is \$94,452.40 per annum, or \$3.95 per RSF.
16. Pursuant to Paragraph 4.6 of the Lease "Overtime Usage", there shall be no overtime charge for heating, ventilating, and air-conditioning beyond the Government's normal hours of operation. Normal hours for services, utilities and maintenance are 7:00AM to 7:00 PM except Saturdays, Sundays, and federal holidays. There shall be no charge or additional expense related to cooling specific rooms that require 24-hour, 7-days a week, 365 days per year HVAC.
17. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the Lease, the Government will occupy 14% of the rentable area of the building.
18. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the Lease, the rent shall be reduced by \$1.35 RSF/\$1.50 ABOA SF.
19. Pursuant to the attached floor plans dated 4.20.12, the first and third floors have been scaled and collectively measure 22,527 ABOA SF. The Landlord recognizes that any additional square feet over the ANSI BOMA measurement identified in paragraph 1 of this Lease will not carry an additional cost in this Lease nor will any additional Tenant Improvement Allowance be applied.
20. Pursuant to Paragraph 4.8 of the Lease, "Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours, Monday through Friday, in accordance with the specifications set forth in this Lease.
21. Prior to occupancy and at no additional cost to the Government, the Lessor shall use best efforts to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the 5 year firm 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

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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>

22. 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 provided the Lessor gives the Government reasonable notice.
23. 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.
24. 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.
25. The Government reserves the right to post Government rules and regulations where the Government leases space within the demised premises.
26. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs, maintenance, alterations, and overtime services, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the U.S. General Services Administration.
27. 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 Contracting Officer of said transfer. The following information shall accompany notification:
  - a) A certified copy of the deed transferring title to the property from the Lessor to the new owner;
  - b) A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease;
  - c) A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of transfer;
  - d) Documentation regarding the new Lessor's organizational structure. If a corporation, indicate the state of incorporation. If a partnership, list all partners fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give the names of all trustees and the recording date of the trust;



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payable to Studley, Inc. with the remaining [REDACTED], which is the "Commission Credit" credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments.

Notwithstanding Paragraph 13 of this Lease, 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 \$42,224.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$42,224.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Third Month's Rental Payment \$42,224.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent;

Fourth Month's Rental Payment \$42,224.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent;

Fifth Month's Rental Payment \$42,224.60 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent;

NOTE: Commissions and/or credits are treated as confidential financial information and are not for public disclosure. The information is not for use for any other purpose than that for which it is provided without consent of the GSA Lease Contracting Officer.

32. 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.