

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

December 21, 2009

LEASE NO.

GS-02B-23736

NY7499

THIS LEASE made and entered into this date by and between Genesee Gateway, LLC

whose address is: 726 Exchange Street, Suite 825
Buffalo, New York 14210

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:

10,910 rentable square feet (RSF) yielding 9,924 ANSI BOMA office area square feet (ABOASF) of office and related space located on the 1st and 2nd floors, with the separate floor spaces measuring 7,916 ABOASF and 2,008 ABOASF, respectively, of the premises known and designated as 123 Genesee Street, Buffalo, New York, as shown on the floor plans labeled Exhibit "A" and Exhibit "B", and five (5) secured, reserved parking spaces to be used for office and related purposes and parking.

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 9 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent in accordance with Paragraph 12 of the Rider to the Lease. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Genesee Gateway, LLC
726 Exchange Street, Suite 825
Buffalo, New York 14210-1486

4. The Government may terminate this lease in whole or in part at any time after the fifth (5th) year by providing at least ninety (90) days written notice 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.

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: **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: GENESEE GATEWAY, LLC

BY _____
(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY Mary J. Dowd
(Signature)

Leasing Contracting Officer
(Official title)

hour for every 1,500 ABOASF of leased space or portion thereof; provided, there will be no additional charge for any 24-hour LAN room.

19. For the purposes of Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the SFO portion of this Lease, the Government will occupy 20.78% of the rentable area of the building.
20. For the purposes of Adjustment for Vacant Premises, in accordance with Paragraph 4.4 of the SFO portion of this Lease, the rent shall be reduced by \$2.39/ABOASF.
21. In accordance with Paragraph 4.8 "Janitorial Services", cleaning services requiring access to the Government's leased space shall be accomplished during the Government's working hours of 7:00 AM to 6:00 PM, Monday through Friday, in accordance with the specifications set forth in this Lease.
22. The Lessor shall provide five (5) secured, reserved parking spaces at the building. All parking costs are included in the rental consideration set forth in Paragraph 14 of the Rider to the Lease.
23. The Lessor shall be solely responsible for the technical accuracy of the construction documents to be developed by the Government from the approved design intent drawings and the construction of the leased premises as required by this Lease including but not limited to, HVAC requirements, lighting placement, plumbing and fire/life safety requirements.
24. In the 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.
25. 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 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.
26. 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 employees of the General Services Administration or personnel authorized by the Contracting Officer.
27. The Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, 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.

28. 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 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 Contracting Officer receives all documentation.

29. The Government shall have 24-hour/day, 7-day/week access to the leased premises.
30. 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.