STATE OF NEW YORK
EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
REAL ESTATE PLANNING & DEVELOPMENT
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
CORNING TOWER, 26TH FLOOR
ALBANY, NY 12242

AGREEMENT OF LEASE

Premises Address:

Landlord Name
Landlord Address:

Project No.:
SFS Project No.:

Agency Name: New York State

Contents

1. LETTING / PREMISES / USE 1
2. TERM 1
3. FIXED RENT 1
4. TAX ESCALATIONS 2
5. OPERATING EXPENSE ESCALATIONS 6
6. EXECUTORY PROVISION 15
7. POSSESSION 15
8. RENEWAL 16
9. CANCELLATION 16
10. HOLDOVER 17
11. ELECTRIC SERVICE 17
12. HEATING, VENTILATING AND AIR CONDITIONING (HVAC) 18
13. BUILDING ACCESS FOR UTILITY SERVICES, TENANT AND OCCUPYING AGENCY ACCESS, AND ELEVATOR SERVICE 20
14. PARKING 21
15. WATER 21
16. JANITORIAL SERVICE 21
17. PEST CONTROL 22
18. REPAIRS 23
19. ISSUES / PROCESS 23
20. COMPLIANCE WITH LAWS 24
21. LANDLORD'S RIGHT OF ENTRY 24
22. TO LET SIGNS 24
23. DESTRUCTION OF PREMISES 24
24. SET OFF 25
25. MITIGATION OF DAMAGES 25
26. SUBORDINATION 25
27. QUIET ENJOYMENT 26
28. NUISANCE CONTROL 26
29. CONDITION OF PREMISES 26
30. NEW LANDLORD / NON ASSIGNMENT 26
31. BROKERAGE FEES / UNLAWFUL INDUCEMENT 27
32. LANDLORD'S INTEREST 28
33. ALTERATIONS BY TENANT 28
34. ALTERATIONS BY LANDLORD 28
35. HAZARDOUS MATERIALS ..... **Error! Bookmark not defined.**
36. SIGNAGE 30
37. INSURANCE REQUIREMENTS 30
38. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE 34
39. AUTOMATED EXTERNAL DEFIBRILLATORS 35
40. FIRE EXTINGUISHERS 35
41. REDECORATION 35
42. GENERAL PROVISION AS TO REMEDIES 36
43. WORK LETTER 37
44. LANDLORD'S CONSENT 37
45. SECTIONAL HEADINGS 37
46. BINDING EFFECT 37
47. INTERPRETATION 37
48. REMOVAL OF PERSONAL PROPERTY 38
49. NO DEVIATIONS 38
50. MERGER 38
51. NOTICE 39
52. Intentionally Deleted ..... **Error! Bookmark not defined.**
53. NON-PUBLIC PERSONAL INFORMATION SECURITY BREACH 39
54. PRIOR LEASE / CANCELLATION 39
55. ENCOURAGING USE OF NEW YORK STATE BUSINESSES 39
56. VENDOR RESPONSIBILITY 40
57. FORCE MAJEURE 41
58. APPENDI (X/CES), EXHIBIT (S) AND SCHEDULE (S) 41

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PARTIES

This agreement of lease (hereinafter referred to as the "Lease") is made this ____ day of _____ in the year Two Thousand ____ by and between LANDLORD'S NAME, having a principal place of business located at _____, for itself, its heirs, executors, administrators, trustees, distributees, successors, assigns, and legal representatives (hereinafter referred to as the "Landlord"), and The People of the State of New York, acting by and through the Commissioner of General Services (hereinafter referred to as the "Commissioner"), pursuant to Article 2, Section 3(12) of the New York State Public Buildings Law (hereinafter referred to as the "State" or the "Tenant"). The foregoing are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH; the Parties for the considerations set forth herein covenant and agree as follows:

1. LETTING / PREMISES / USE

The Landlord hereby leases and grants exclusive possession to the Tenant, and the Tenant hereby hires from the Landlord the following Premises: _____ in the building located at _____, in the City of _____, County of _____, State of New York (hereinafter referred to as the "Building") as shown on the plan designated _____, which is annexed to this Lease as Exhibit "1" (hereinafter referred to as the "Premises" or the "Demised Premises"). The Demised Premises shall be used for the official business of the State by the New York State _____ or by such other departments, commissions, boards or officers of the State of New York as may be entitled by law to use the same or to which the Premises may be allotted by the Commissioner as provided by the Public Buildings Law (the foregoing are hereinafter collectively referred to as the "Occupying Agency").

2. TERM

This Lease shall be for a period commencing on _____ (hereinafter referred to as the "Commencement Date") and terminating on _____ (hereinafter referred to as the "Expiration Date" or the "Termination Date") as the same may be modified pursuant to Section 7 of this Lease. The foregoing is collectively referred to as the "Term" or the "Lease Term."

3. FIXED RENT
LA -Use this clause if payment is to be made by the OGS BSC:

Beginning on the Commencement Date, the Tenant shall pay to the Landlord, on behalf of the Occupying Agency, rent (hereinafter

referred to as the "Rent") for the Premises at a rate of _____and _____/100 Dollars ($____) per annum. Payment shall be made on a monthly basis, on the first day of the month, in the amount of _____and _____/100 Dollars ($_____).

Payment shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including, but not limited to, Article 11-A of the New York State Finance Law. The Landlord shall comply with the Office of the State Comptroller's (OSC's) procedures to authorize electronic payments. Authorization forms are available at the OSC website at http://www.osc.state.ny.us/vendors/ePayments.htm, by e-mail at epayments@osc.state.ny.us or by telephone at 518-474-4032. The Landlord acknowledges that it will not receive any payment allowed for in this Lease, or payment on any invoice submitted under this Lease, if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by check as set forth above.

LA - Use this clause if payment is not to be made by the OGS BSC:

Beginning on the Commencement Date, the Occupying Agency shall pay to the Landlord rent (hereinafter referred to as the "Rent") for the Premises at a rate of _____and _____/100 Dollars ($____) per annum (. Payment shall be made on a monthly basis, on the first day of the month, in the amount of _____and _____/100 Dollars ($_____).

In order to receive payment, the Landlord shall provide invoices for the Rent to the Occupying Agency, in accordance with Section 51 of the Lease, and the name and address that should be used on those invoices for the Landlord is:_____(name), _____ (address).

The invoices must contain all information and supporting documents required by this Lease, the Occupying Agency, the Tenant and/or the Office of the State Comptroller (hereinafter referred to as "OSC").

Payment for invoices submitted by the Landlord shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in her sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices, including but not limited to, Article 11-A of the New York State Finance Law. The Landlord shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC website at http://www.osc.state.ny.us/vendors/ePayments.htm, by e-mail at epayments@osc.state.ny.us or by telephone at 518-474-4032. The Landlord acknowledges that it will not receive any payment allowed for in this Lease, or payment on any invoice submitted under this Lease, if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by check as set forth above.

4. TAX ESCALATIONS

a. As used herein:

1. The term "Base Year" shall mean: CHOOSE ONE OF THE FOLLOWING:

   The _____ calendar year.

   The twelve-month period, commencing on the first day of the month following the date possession of the Demised Premises is given or beneficial use is conferred under this Lease.

   The twelve-month period, commencing on the first day of the month following the full execution, approval and delivery of this Lease to the Landlord in accordance with Section 46 of this Lease. Notwithstanding the foregoing, in the event that this Lease is delivered to the Landlord, in accordance with Section 46 of this Lease, on the first day of a month, the aforementioned twelve-month period shall begin on that day of delivery.

   The first tax year in which the Building is completed and fully assessed. The term "Tax Year" shall mean the twelve-month period commencing on July 1st of each year, or such other twelve-month period as hereinafter may be duly adopted as the fiscal year for real estate tax purposes in the city, county, or other taxing authority in which the real property of which the Building and Premises are a part is located.

2. The term "Escalation Year" shall mean each twelve-month period (or portion thereof within the Term or holdover period) the first day of which shall commence on the first day immediately following the end of the Base Year. Each successive Escalation Year shall commence on the anniversary of the immediately preceding Escalation Year.

3. The term "Taxes" shall mean all real estate taxes; water consumption charges and sewer rents (provided such water consumption charges and/or sewer rents are not included in Operating Expenses as the same is defined in Section 5 of this Lease); county taxes; transit taxes or any other governmental charge of a similar nature, including business improvement district (BID) charges, which may be levied or assessed upon, or with respect to, all or any part of the real property of which the Building and the Premises are a part, by the city, county or any other taxing authority having jurisdiction over such real property.

   If, at any time during the Term, the method of taxation prevailing at the date of this Lease shall be altered so that in lieu of, or as an addition to, or as a substitute for, the whole or any part of the taxes, levies, impositions or charges now levied, assessed or imposed on all or any part of the real property of which the Building and the Premises are a part, there shall be levied, assessed or imposed (i) a tax, levy, imposition or

charge based on the rents received therefrom, whether or not wholly or partially as a capital levy or otherwise, or (ii) a tax, levy, imposition or charge measured by or based in whole or in part upon all or any part of the real property of which the Building and the Premises are a part and imposed upon the Landlord, or (iii) a license fee measured by the Rent payable by the Tenant to the Landlord, or (iv) any other tax, levy, imposition, charge or license fee, however described or imposed, then all such taxes, levies, impositions, charges or license fees, or the part thereof so measured or based, shall be deemed to be Taxes.

Taxes shall also include all reasonable expenses, including reasonable attorney's fees, incurred by the Landlord in connection with any successful application for a reduction in the assessed valuation of the real property of which the Building and the Premises are a part; however, in no event shall the amount of such expenses exceed the amount of any reduction in Taxes resulting from such application. Such reasonable expenses shall be allocated to the Escalation Years for which a successful reduction in the assessed value is granted in an amount proportionately related to the amount of the reduction in the assessed value for such Escalation Years.

The foregoing notwithstanding, Taxes shall not include:

a) any special ad valorem levies;
b) special assessments;
c) assessments for specific local improvements; or
d) general income, franchise, corporate, personal property, capital levy, capital stock, excess profits, transfer, revenue, estate, inheritance, gift, devolution or succession taxes.

4. The term "Tenant's Proportionate Share" shall mean a fraction, the denominator of which is the rentable area of the Building (____ square feet) and the numerator of which is the rentable area of the Demised Premises (____ square feet). The Tenant's Proportionate Share, expressed as a percentage, is ___ percent (___%). If the numerator or denominator used in the square footage percentage calculation is found to be inaccurate, the State retains the right to conduct a survey of the Premises and calculate the numerator and denominator set forth above in accordance with applicable standards in order to determine a revised Tenant's Proportionate Share (hereinafter referred to as the "Revised Tenant's Proportionate Share"). The survey and the proposed Revised Tenant's Proportionate Share will be provided to the Landlord by the Tenant, and the Landlord shall have sixty (60) days to review the same. If the Landlord does not object to the survey and the proposed Revised Tenant's Proportionate Share

within sixty (60) days from the receipt of the same, the Revised Tenant's Proportionate Share shall be deemed to be accepted and the Tenant shall seek adjustment of the billings for tax escalations based upon the Revised Tenant's Proportionate Share. If the Landlord objects to the survey and the proposed Revised Tenant's Proportionate Share within sixty (60) days from receipt of the same, the Parties shall work to resolve the dispute; but such dispute, if the Parties are unable to agree, shall be finally determinable by the Commissioner.

b. In the event that the Taxes for any Escalation Year shall be more or less than the Taxes for the Base Year, then the Rent shall be adjusted up or down, as the case may be, by an amount equal to the Tenant's Proportionate Share of such increase or decrease (hereinafter referred to as the "Tax Escalation Payment"). The Landlord shall submit a written claim for a Tax Escalation Payment, along with copies of paid bills for Taxes, within one (1) year of the end of the applicable Escalation Year.

(LA - Use this clause if the Occupying Agency is a customer of the OGS BSC):

Written claims shall be sent to the Tenant, in care of the New York State Office of General Services' (hereinafter referred to as "OGS") Business Services Center by e-mail to: Accountspayable@ogs.ny.gov or by mail to: (Insert the name of the Occupying Agency), c/o NYS OGS BSC Accounts Payable, Building 5, 5th Floor, 1220 Washington Avenue, Albany, NY 12226-1900. Notwithstanding the foregoing, the Tenant shall also have the right to independently review the Landlord's payments of Taxes.

(LA - Use this clause if the Occupying Agency is not a customer of the OGS BSC):

Written claims shall be sent to the Tenant, in care of the New York State Office of General Services ("OGS") Lease Audit Unit by e-mail to: LeaseAudit@ogs.ny.gov or by mail to: The New York State Office of General Services, Lease Audit Unit, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 32nd Floor, Albany, NY 12242. Notwithstanding the foregoing, the Tenant shall also have the right to independently review the Landlord's payments of Taxes.

Any amount due either Party, shall be due and payable within thirty (30) days following the completion of the review by the Tenant of the Landlord's written claim for a Tax Escalation Payment and paid bills for Taxes. Payment to the Landlord shall be governed by Article 11-A of the New York State Finance Law. The remittance address for payments to the Landlord is: (insert remittance address for the Landlord). Such payment shall not preclude any subsequent audit by the Tenant. Any amount due to the Tenant shall be in the form of a credit against the next payment(s) of Rent due pursuant to the provisions of this Lease. The provisions of this Section shall survive the end of the Lease Term. In the event that the Term of the Lease has ended, the Landlord,

the Tenant and/or the Occupying Agency shall still be required to make payment in accordance with this Section.

If the Landlord fails to make its request for a Tax Escalation Payment, as set forth above, within one (1) year from the last day of the applicable Escalation Year, no increase shall be allowed and the claim therefor shall be deemed waived. No claim for a Tax Escalation Payment shall be allowed unless satisfactory written substantiation has been submitted as set forth above, demonstrating that the Taxes have been paid. The Occupying Agency shall be provided with an informational copy of all submissions made to the Tenant, which shall be sent to (insert Occupying Agency's name and exact address here). The Landlord, Tenant and Occupying Agency shall notify each other of all changes in the above referenced addresses within ten (10) business days of the effective date of such change.

The Landlord may take the benefit of the provisions of any statute or ordinance permitting any Taxes to be paid over a period of time, and the installments of any such Taxes as shall become due and payable during any year of the Lease Term, or holdover period, shall be included in the calculation of any Tax Escalation Payment provided for in this Section. However, in no event shall the Tenant be liable for any interest, carrying charges or any other charges arising out of or in any way attributable to the Landlord's election to take the benefit of the provisions of any statute or ordinance permitting Taxes to be paid over a period of time.

The amount of Taxes for the Base Year, as defined above, shall be the amount finally determined to be legally payable by legal proceedings or otherwise; provided further, however, that in the event the Base Year Taxes are reduced through legal proceedings after the execution of this Lease, the Landlord shall contest any subsequent increase in assessed valuation unless the Landlord, acting reasonably and in good faith, determines that such contest would be futile.

In no event shall the Tenant be liable for any increase in Taxes, or any portion thereof, attributable to the Landlord's election to take the benefit of any tax abatement statutes or similar provisions but, instead, the Base Year Taxes shall be computed as if no such abatement existed. In addition, subsequent Escalation Years shall be calculated based on the actual Taxes paid with the abatement included with the understanding that the State will not take a credit for lower Taxes paid in Escalations Years due to the handling of the abatements.

5. OPERATING EXPENSE ESCALATIONS

a. As used herein:

1. The term "Base Year" shall mean: CHOOSE ONE OF THE FOLLOWING:

   The twelve-month period, commencing on the first day of the month following the date possession of

the Demised Premises is given or beneficial use is conferred under this Lease.

The twelve-month period, commencing on the first day of the month following the full execution, approval and delivery of this Lease to the Landlord in accordance with Section 46 of this Lease. Notwithstanding the foregoing, in the event that this Lease is delivered to the Landlord, in accordance with Section 46 of this Lease, on the first day of a month, the aforementioned twelve-month period shall begin on that day of delivery.

The _____ calendar year.

Note: When possible, Base Years for multiple State leases in the Building should be expressed in the same format. For example, all expressed on a calendar year or all expressed as running from April 1 to March 31.

2. The term "Escalation Year" shall mean each twelve-month period (or portion thereof within the Term or holdover period), the first day of which shall commence on the first day immediately following the end of the Base Year. Each successive Escalation Year shall commence on the anniversary of the immediately preceding Escalation Year.

3. The term "Tenant's Proportionate Share" shall mean a fraction, the denominator of which is the rentable area of the Building (____ square feet) and the numerator of which is the rentable area of the Demised Premises (____ square feet). The Tenant's Proportionate Share, expressed as a percentage, is ___ percent (__%). If the numerator or denominator used in the square footage percentage calculation is found to be inaccurate, the State retains the right to conduct a survey of the Premises and calculate the numerator and denominator set forth above in accordance with applicable standards in order to determine a revised Tenant's Proportionate Share (hereinafter referred to as the "Revised Tenant's Proportionate Share"). The survey and the proposed Revised Tenant's Proportionate Share will be provided to the Landlord by the Tenant and the Landlord shall have sixty (60) days to review the same. If the Landlord does not object to the survey and the proposed Revised Tenant's Proportionate Share within sixty (60) days from receipt of the same, the Revised Tenant's Proportionate Share shall be deemed to be accepted, and the Tenant shall seek adjustment of the billings for operating expense escalations based upon the Revised Tenant's Proportionate Share. If the Landlord objects to the survey and the proposed Revised Tenant's Proportionate Share within sixty (60) days from receipt of the same, the Parties shall work to resolve the dispute; but such dispute, if the Parties are unable to agree, shall be finally determinable by the Commissioner.

b. In the event that the costs for operating expenses (as defined hereinafter) for any Escalation Year shall be more or less than the costs for operating expenses (as defined hereinafter) for the Base Year, then the Rent shall be adjusted up or down, as the case may be, by an amount equal to the Tenant's Proportionate Share of such increase or decrease (hereinafter referred to as the "Operating Expense Escalation Payment"). The Landlord shall submit a written claim for an Operating Expense Escalation Payment, along with copies of paid bills and any supporting documentation, within one (1) year of the end of the applicable Escalation Year.

(LA - Use this clause if the Occupying Agency is a customer of the OGS BSC):

Written claims shall be sent to the Tenant, in care of the New York State Office of General Services ("OGS") Business Services Center by e-mail to: Accountspayable@ogs.ny.gov or by mail to: (Insert the name of the Occupying Agency), c/o NYS OGS BSC Accounts Payable, Building 5, 5th Floor, 1220 Washington Avenue, Albany, NY 12226-1900. Notwithstanding the foregoing, the Tenant shall also have the right to independently review the Landlord's payments of operating expenses.

(LA - Use this clause if the Occupying Agency is not a customer of the OGS BSC):

Written claims shall be sent to the Tenant, in care of the New York State Office of General Services ("OGS") Lease Audit Unit by e-mail to: LeaseAudit@ogs.ny.gov or by mail to: The New York State Office of General Services, Lease Audit Unit, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 32nd Floor, Albany, NY 12242. Notwithstanding the foregoing, the Tenant shall also have the right to independently review the Landlord's payments of operating expenses.

Any adjustment(s) to the Landlord's request for an Operating Expense Escalation Payment shall be made within thirty (30) days following the completion of the review by the OGS Lease Audit Unit of the Landlord's request for an Operating Expense Escalation Payment and supporting documentation, and shall show the details and reasons for the proposed adjustment(s). Said review may necessitate the provision of additional documentation by the Landlord as requested by the Tenant. If the Landlord is unable or refuses to produce sufficient documentation, in accordance with Generally Accepted Accounting Principles (hereinafter referred to as "GAAP"), consistently applied, to support the amounts set forth and included in the Base Year or any Escalation Year, to the Tenant as set forth above, within one hundred twenty (120) days of demand therefor, such escalation amounts shall be disallowed and payment therefor denied without recourse. Any amount due either Party, shall be due and payable within thirty (30) days following the completion of the review by the Tenant of the Landlord's written claim for an Operating Expense Escalation Payment and all substantiating documentation, including, but not limited to, paid bills for operating expenses. Payment to the Landlord shall be governed by

Article 11-A of the New York State Finance Law. The remittance address for payments to the Landlord is: (insert remittance address for the Landlord). Such payment shall not preclude any subsequent audit by the Tenant. Any amount due to the Tenant shall be in the form of a credit against the next payment(s) of Rent due pursuant to the provisions of this Lease.

c. If the Landlord fails to submit a written claim for an Operating Expense Escalation Payment to the Tenant, within one (1) year from the end of the respective Escalation Year, no payment will be allowed for such period and the claim therefor shall be deemed waived. The Occupying Agency shall be provided with an informational copy of all submissions made to the Tenant, which shall be sent to (insert Occupying Agency's name and exact address here). The Landlord, Tenant and Occupying Agency shall notify each other of all changes in the above referenced addresses within ten (10) business days of the effective date of such change.

d. The provisions of this Section shall survive the end of the Lease Term. In the event that the Term of the Lease has ended, the Landlord, the Tenant and/or the Occupying Agency shall still be required to make payment in accordance with this Section.

e. "Operating Expenses" shall mean the aggregate of those costs, expenses, disbursements and expenditures, paid or incurred by or on behalf of the Landlord, whether directly or through independent contractors with respect to the operation, maintenance, repair, cleaning, and security of the Building and the Demised Premises. Operating Expenses shall be "net" only, and for that purpose shall be reduced by the amounts of any insurance or other reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance or the like, received by the Landlord in connection with such Operating Expenses.

1. Operating Expenses shall include:

i) Costs incurred in connection with the repair and maintenance of the Building and building equipment, facilities and installations, including, but not limited to, repairs and maintenance to the heating, ventilating and air conditioning systems (hereinafter referred to as "HVAC") and the costs of providing and replacing electric ballasts, lamps and bulbs in lighting fixtures during the Term of the Lease;

ii) Payroll, taxes, wages and salaries of all persons engaged in the operation, repair, cleaning, security and maintenance of the Building and the Demised Premises through and including the Building Manager, and fringe benefits including social security taxes, unemployment taxes, workers' compensation premiums, coverage for disability benefits, contributions to any pension, hospitalization, welfare, or retirement

plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement and any other similar or like expense incurred to provide benefits for employees not covered by collective bargaining agreements who are engaged in the operation, repair, cleaning, security and maintenance of the Building;

iii) Water consumption and sewage charges, provided the same are not included in Taxes, as that term is defined in Section 4 of this Lease;

iv) Costs of fuel consumed for the heating of the common areas of the Building (and for the Demised Premises, if the same is included in the Rent);

v) Costs of electricity for the common areas of the Building (and for the Demised Premises, if the same is included in the Rent);

vi) Costs of building services for cleaning, including, but not limited to, janitorial and window cleaning and exterminating;

vii) Costs of service and maintenance contracts with independent contractors, including contracts for HVAC and elevators;

viii) Costs of insurance coverage on the Building (excluding the cost of rent loss and plate glass insurance) and the costs of the insurance required by Sections 37 and 38 of this Lease;

ix) Costs of grounds maintenance, including, but not limited to, snow removal; and

x) Costs of supplies used in such operation, cleaning, security, repair and maintenance.

2. It is agreed that Operating Expenses shall exclude or be adjusted to exclude the following:

i) Any costs that would be required to be capitalized under GAAP, consistently applied, as a capital repair or improvement (as that term is defined in Section 5(f)(1)(i) of this Lease);

ii) Salaries, payroll taxes and fringe benefits including social security taxes, unemployment taxes, workers' compensation premiums, coverage for disability benefits, contributions to any pension, hospitalization, welfare, or retirement plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement and any other similar or like expense incurred to provide benefits for employees not covered

by collective bargaining agreements of any employee above the position of Building Manager, including any form of compensation to principals, officers or partners of the Landlord;

iii) Any cost paid to a related or affiliated person or company of the Landlord which is in excess of the amount which would have been paid in an arms-length transaction;

iv) Any real estate Taxes, as that term is defined in Section 4(a)(3) of this Lease, special ad valorem levies; assessments for specific local improvements; general income, franchise, corporate, personal property, capital levy, capital stock, excess profits, transfer, revenue, estate, inheritance, gift, devolution or succession taxes; special assessment charges, Business Improvement District (B.I.D.) payments, or Payment in Lieu of Taxes (P.I.L.O.T.) payments or any fees or costs to have such items reduced;

v) Leasing commissions or other portions of general and administrative expenses, including advertising, travel and entertainment attributable to leasing in the Building. Also excluded are expenses, if any, for the entertainment of tenants and/or political or charitable contributions;

vi) Late charges, interest or carrying charges;

vii) Management or attorney's fees;

viii) Mortgage payments, mortgage refinancing costs, ground lease payments, if any, and depreciation of the Building and capital improvements located therein;

ix) The cost of any service which is provided to another tenant in the Building but not provided to the Tenant and/or the Occupying Agency; for example: Electricity that is provided to another tenant as part of its base rent when the electricity used in the Demised Premises is measured through a meter and the costs therefor are paid for by the Occupying Agency directly to the Landlord or the utility company providing such service;

x) Major new items or services not included in the Base Year; for example: elevator maintenance contract costs which are covered by warranties during the Base Year, unless such items were included under general maintenance line items for the Building for the Base Year. However, notwithstanding anything herein provided to the contrary, any subsequent or new expense item(s) incurred after the Base Year, which the Landlord and

the Tenant mutually agree can be added to Operating Expenses, as that term is defined in Section 5(e)(1) of this Lease, for the remaining Lease Term, are to be added both to the Operating Expenses for the Escalation Year in which they were incurred, and to the Base Year, so that thereafter in the remaining Escalation Years, such item(s) will qualify as an Operating Expense subject to the terms of this Lease;

xi) The cost of major repairs to the structure of the Building; for purposes of this Section, structure shall mean the exterior walls, including curtain and window walls, structural slabs, foundations, roof and supportive members, columns, and beams or bearing walls;

xii) The cost of any work performed (such as preparing the Tenant's space for occupancy, including painting, decorating, or redecorating) or services provided (such as above-standard cleaning services) for any tenant, including the Tenant, at such tenant's cost, or provided by the Landlord without charge as an inducement to lease (such as a rent adjustment, improvement allowance or free overtime air-conditioning);

xiii) The cost of any work or services done to ensure that the Building and the Premises comply with all applicable laws, rules, ordinances and regulations in effect as of the Commencement Date or to bring the Building or Premises into compliance after issuance of a Notice or Letter of Non-Compliance with such laws, rules, ordinances and regulations issued by a governmental entity (including federal, state, or local governmental entities) or issued by a contractor or inspector hired by the Landlord;

xiv) Any cost which does not comply with the terms and conditions of the Lease, as applicable; and

xv) Any cost for which sufficient documentation of payment is not provided in accordance with the requirements pertaining thereto set forth in this Lease.

f. Notwithstanding anything to the contrary contained herein, the Parties agree that the following provision shall apply to this Lease:

1. Definitions:

i) "Capital Improvement" means any alteration, addition, change, repair or replacement (whether structural or nonstructural) made

by the Landlord in or to the Building or the common areas or equipment or systems thereof, which under GAAP, consistently applied, is properly classified as a capital expenditure. The aggregate costs of any Capital Improvement shall be deemed to include, without limitation, architectural, engineering and expediting fees and legal, consulting, inspection and commissioning fees actually incurred in connection therewith, but shall be deemed to exclude actual or imputed financing costs in connection therewith.

ii) "Independent Engineer" means an engineer selected by the Landlord. From time to time, but not more than once during any period of twelve (12) consecutive months, the Landlord and the Tenant may each recommend one or more independent professional engineers licensed by the State of New York or energy management specialists, in each case with at least six (6) years' experience in performing energy audits on commercial property similar in size and use to the real property of which the Premises are a part, for inclusion on the list of independent engineers maintained by the Tenant. Requests for copies of the list may be made to the Tenant, in compliance with Section 51 of this Lease. Any such recommendation(s) by the Landlord or the Tenant shall be subject to the written approval of the other Party, which shall not be unconditionally withheld, delayed or conditioned.

iii) "Projected Annual Savings" means the average annual base building utility cost savings anticipated to be generated by a Capital Improvement, determined using commonly applied engineering methods and an estimate provided in writing by the Independent Engineer.

iv) "Simple Payback Period" means the length of time (expressed in months) obtained by dividing (x), the aggregate costs of any such Capital Improvement, by (y), the Projected Annual Savings.

2. Capital Improvements: The Landlord may include the costs of certain Capital Improvements in Operating Expenses pursuant to Section 5(e)(1) of this Lease in accordance with the following:

Capital Improvements intended to improve Energy Efficiency. In the case of any Capital Improvement that the Independent Engineer certifies in writing will, subject to reasonable assumptions and qualifications, reduce the Building's consumption of electricity, oil, natural gas, steam, water or other utilities, and notwithstanding anything to

the contrary contained in Section 5(e)(2) of this Lease:

The costs of such Capital Improvement shall be deemed reduced by the amount of any NYSERDA or similar government or other incentives for energy efficiency improvements actually received by the Landlord to defray the costs of such Capital Improvement, and shall further be reduced by any energy efficiency tax credits or similar energy-efficiency-based tax incentives actually accruing to the Landlord as a result of such Capital Improvement.

Commencing with the first Escalation Year following the year in which such Capital Improvement is completed and placed in service, and continuing for the duration of the Adjusted Payback Period (as hereinafter defined), the Landlord may include in Operating Expenses a portion of the aggregate costs of such Capital Improvement equivalent to eighty percent (80%) of the Projected Annual Savings, so that the aggregate costs of such Capital Improvement will be fully amortized over one hundred twenty-five percent (125%) of the Simple Payback Period (such period of time being hereinafter referred to as the "Adjusted Payback Period").

g. If, during the Base Year or any Escalation Year, the Landlord shall furnish any particular item(s) of work or service which would otherwise constitute an Operating Expense hereunder to some, but not all of the Building, due to the fact that (i) less than the entire rentable space of the Building is occupied or leased, (ii) such item(s) of work or service is not required or desired by a tenant, (iii) a tenant is itself obtaining and providing such item of work or service or (iv) the Building has not yet opened or is unoccupied, then, for purposes of computing Operating Expenses for such Escalation Year, the amount included in Operating Expenses for such item(s) for such period shall be deemed to be increased to reflect the Operating Expenses that would have been payable had the Building been ____ percent (__%) occupied for the entire Base Year or Escalation Year (as the case may be) or if such item(s) of work or service had been furnished to ____ percent (__%) of the entire Building.

h. The Landlord shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to its performance under this Lease (hereinafter, collectively referred to as the "Records") in accordance with GAAP, consistently applied. The Records must be kept for the balance of the calendar year in which they were made and through the expiration of six (6) additional years after the expiration of the Lease. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Lease, shall have access to the Records during Normal Business Hours, as that term is defined in Section 13 of this Lease, or

during such other hours as mutually agreed to by the Parties, at an office of the Landlord within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State of New York, for the term specified above for any purpose performed in accordance with Generally Accepted Auditing Standards (hereinafter "GAAS"). The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the New York State Public Officers Law (hereinafter referred to as the "Statute"), provided that (i) the Landlord shall timely inform an appropriate State official, in writing, that said Records should not be disclosed; (ii) said Records shall be sufficiently identified; and (iii) said Records are determined by the State to be exempt under the Statute. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

i. At the Commencement Date, the Landlord shall provide a copy of its capitalization policy to the OGS Lease Audit Unit by e-mail to: LeaseAudit@ogs.ny.gov or by mail to: The New York State Office of General Services, Lease Audit Unit, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 32nd Floor, Albany, NY 12242.

6. EXECUTORY PROVISION

As required by law, this Lease shall be deemed executory only to the extent of the monies available to the Tenant or the Occupying Agency for the leasing of said Premises and no liability shall be incurred by the State beyond the monies available for such purpose. Notwithstanding the foregoing, if the monies available therefor are monies appropriated for and made available to one or more departments, commissions, boards, or officers other than the Tenant or the Occupying Agency, this Lease shall be deemed executory only to the extent of the monies available to the one or more departments, commissions, boards, or officers to which the Premises shall be allotted by the Commissioner and no liability in such cases shall be incurred by the State beyond the monies available for such purposes.

7. POSSESSION

Notwithstanding the provisions of Section 2, the Lease Term, and the obligation to pay Rent, shall commence upon the first day of the month following CHOOSE ONE: NOTE: By using (i), (ii) or (iii) you need to finish this section with verbiage regarding what happens if Substantial Completion is not defined in Schedule B and Section 43. (i) the date of full execution, approval and delivery of this Lease to the Landlord in accordance with Section 46 of this Lease, unless such delivery occurs on the first day of the month, in which case the Lease Term and the obligation to pay Rent shall commence on that day; (ii) the date of "Substantial Completion" of the "Landlord's Work" or the "Work," as those terms are defined in Schedule B, the Work Letter, incorporated by Section 43 of this Lease, or, if those terms are not so defined, (iii) the date the Demised Premises are ready for occupancy (hereinafter referred to as the "Commencement Date"), and the Lease Term shall terminate on the last day of that calendar month immediately preceding the ___ (_____) anniversary of the Commencement Date.

It is further agreed that all terms or events provided for in this Lease which are intended to run coincident with or are measured from the commencement or termination of the Lease Term, including but not limited to Base Years, Escalation Years and Rent or other payment provisions, shall be computed or determined in a manner consistent with the preceding paragraph. The Commissioner, at her sole discretion, shall determine if Rent shall be paid on a pro-rata basis for any days from the date of Substantial Completion to the Commencement Date.

The Landlord shall make a good faith and determined effort to perform the Work, as defined in Section 43 and Schedule B of this Lease, such that the Tenant/Occupying Agency may occupy the Demised Premises at the Commencement Date set forth in Section 2. If the Landlord has commenced such Work within ____ (_____) days of delivery of a fully executed copy of this Lease to the Landlord by the Tenant and has used its good faith and determined efforts to complete the Work by the timeframe set forth in Schedule B, the failure to give possession on such date shall not affect the validity of this Lease. However, without limiting any other remedy the Tenant may have, including termination, if the Tenant reasonably determines that the Landlord has not made a good faith and determined effort to complete the Work in a timely fashion, the Tenant shall be entitled to offset Rent otherwise due to the extent of any expenses, costs or other losses it or the Occupying Agency may have suffered as a result of such delay.

8. RENEWAL

At the option of the Tenant, this Lease may be renewed, on the same terms and conditions as set forth in this Lease or as the same are modified by the Parties in writing, for a term of ___ (___) year(s) commencing on _____ and terminating on _____ (the foregoing is hereinafter collectively referred to as the "Renewal Term"). The Rent for the Renewal Term shall be _____.

The Tenant shall exercise its renewal option by giving to the Landlord written notice, in compliance with Section 51 of this Lease (hereinafter referred to as the "Renewal Letter"), on or before the date that is _____ (_____) days prior to the end of the Term. The renewal of this Lease shall be binding upon the Parties and their respective successors and assigns upon the full completion of the (i) execution of the Renewal Letter by all necessary Parties; (ii) approval of the Renewal Letter by the Office of the Attorney General and OSC, as necessary; and (iii) delivery of the fully executed and approved Renewal Letter to the Landlord by the Tenant.

9. CANCELLATION

At any time after _____, 20__, the Commissioner may, in her sole discretion and regardless of whether monies are available for the payment of Rent, give the Landlord notice, in compliance with Section 51 of the Lease, of the State's election to terminate this Lease, or any renewal thereof, on a day therein mentioned and not fewer than _____ (___) days from the date of such notice; and thereupon this Lease, or the renewal thereof, shall terminate on the day set forth in the notice with the same force and effect as though that day were the last day of the Term of this Lease.

10. HOLDOVER

Any holdover after the expiration of the Term, or any extensions thereof, shall be construed to be a tenancy from month-to-month and shall to the extent not inconsistent with this provision be on the same terms and conditions as set forth in this Lease.

11. ELECTRIC SERVICE

The Commissioner encourages landlords and tenants to take steps to reduce energy consumption with respect to this section. Floor plans and design shall, to the extent possible, be developed in a manner to maximize natural lighting and heating, ventilating and air conditioning (hereinafter referred to collectively as "HVAC") efficiencies that meet or exceed the Energy Conservation Construction Code and the specifications contained in the OGS Material Specifications for Leased Facilities (hereinafter referred to as the "MSLF"), attached to this Lease as Exhibit "4." These specifications require the use of energy conservation measures, such as: Energy Star rated products, programmable thermostats, motion and lighting sensors, low wattage fluorescent lighting, and high efficiency variable speed motors/controllers. The Landlord and the Tenant shall also work cooperatively together to improve building efficiency and operational procedures through the use of measures such as angling blinds to limit solar gains.

At its sole cost and expense, the Landlord shall furnish and maintain, throughout the Term of this Lease or the extension thereof, the following: electric service distribution equipment, lighting fixtures, wiring, electric service of sufficient capacity and quality for properly lighting the Premises and for the operation of the Tenant's occupancy including, in addition to normal building requirements, electrical services for the Occupying Agency's computer, data or telephone server and distribution rooms, electrical office equipment and appurtenances.

At its sole cost and expense, the Landlord shall also install and maintain a revenue grade electric meter or submeter to clearly measure all electrical power consumption within the Demised Premises.

LA - Use this paragraph if the Landlord pays for electric

The cost of electric current consumed in the Building and the Demised Premises and for the general lighting and operation of the Occupying Agency's office appliances and air conditioning equipment shall be paid for by the Landlord.

LA - Use this paragraph if the Occupying Agency pays for electric

Electric current consumed for general lighting, operation of the Occupying Agency's office appliances and for the operation of air conditioning equipment shall be separately metered and consumption charges paid for by the Occupying Agency to the local utility firm providing such service in compliance with Article 11-A of the New York State Finance Law. It is further agreed and understood that no electric current consumption except that which is consumed in the Demised Premises shall be registered in the metering device or devices used to measure electric consumption in the Demised Premises.

Notwithstanding the foregoing, the cost of electric current consumed in the common areas of the Building shall be paid by the Landlord, at its sole cost and expense.

At its sole cost and expense, the Landlord shall provide and replace all electric ballasts, lamps and bulbs in lighting fixtures in the Building and the Premises during the Term of the Lease. The Landlord shall implement a program to appropriately recycle the replaced lighting ballasts, lamps and bulbs in an environmentally sensitive manner.

Lighting levels, electrical devices and the design of energy consuming equipment shall comply with the most current adopted version of the Energy Conservation Construction Code that is in place at the time the building permit is issued and the OGS MSLF, attached to this Lease as Exhibit "4." Within the limitations of the Energy Conservation Construction Code the following general levels of illumination, measured in foot candles, shall be provided and maintained:

a. Office Areas – 45, at work surface (generally 30 inches above finished floor),
b. Corridors – 35,
c. Lobbies – 40.

The measurement of the actual foot candle levels will be accomplished in accordance with the Illuminating Engineering Society's standards and practices and procedures for measuring light level uniformity. Exit and emergency illumination shall be designed and installed in accordance with the latest adopted version of the New York State Building Code.

12. HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

The Commissioner encourages landlords and tenants to take steps to reduce energy consumption. The Landlord shall provide a written description of the existing Building and/or Demised Premises HVAC system(s), including operating hours, energy management, maintenance schedules and any other pertinent requirements, and indicate any portion(s) of the HVAC system(s) that are serving other tenants or the common areas of the Building. The Landlord shall furnish, install and operate an adequate and suitable year-round environmental control system and appurtenances which shall be capable of providing the following:

a. The heating portion of the system shall be capable of maintaining heat when necessary for the proper comfort of the occupants, which shall be not less than sixty-eight (68) degrees Fahrenheit or more than seventy-five (75) degrees Fahrenheit, throughout the Demised Premises.

b. The ventilation of the said system shall be in accordance with the current New York State Building Standards and Codes including applicable American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (hereinafter referred to as "ASHRAE") standards (e.g., ASHRAE 55, 62.1 and 90.1). For example, current requirements for office spaces may call for the introduction of a minimum of 20 cubic feet per minute (CFM) per person of outside air, tempered as required. The capacity of the system(s) shall be based on climatic design conditions for one percent (1%) frequency of design dry-bulb and mean coincident wet-bulb as described in said New

York State Codes and reference standards. The Tenant and the Occupying Agency stipulate that for the purpose of this Section the maximum number of people in the Demised Premises shall not exceed building code limitations for occupancy and use.

c. The air conditioning or cooling portion of the system shall be capable of maintaining indoor conditions of not more than seventy-eight (78) degrees Fahrenheit dry-bulb and not greater than sixty percent (60%) relative humidity. When the air conditioning system is operational, no energy shall be used to maintain a relative humidity in the space below sixty percent (60%) in accordance with the New York State Energy Conservation Construction Code. Conference, training and hearing rooms shall be capable of maintaining temperature and ventilating conditions as stated above by means of an independent thermostatic control for each room. Use of a dedicated variable air volume box will be acceptable if temperature and ventilating requirements can be maintained at full room occupancy load; otherwise a separate independent air conditioning system will be required. Outside air, tempered as required, shall be supplied for ventilation as stated in paragraph (b) above for the number of occupants calculated in accordance with the New York State Building Code for each conference, training and hearing room.

d. Thermostatic controls in the Demised Premises shall allow the Tenant and the Occupying Agency to lower the heating set point or raise the air conditioning set point beyond the above levels if directed to do so by the Commissioner or other appropriate authority in order to conserve energy.

e.

LA - Use this paragraph if the Landlord pays for heat

The cost of heating fuel consumed in the Building and the Demised Premises shall be paid for by the Landlord. The Landlord shall also pay for all costs of service and maintenance, including filter changes for the HVAC system(s) servicing the Building and the Demised Premises.

LA - Use this paragraph if the Occupying Agency pays for heat

Fuel consumed in order to heat the Demised Premises shall be separately metered and consumption charges paid for by the Occupying Agency to the local utility firm providing such service in compliance with Article 11-A of the New York State Finance Law. It is further agreed and understood that no heating fuel consumption, except that which is consumed only for the heating of the Demised Premises, shall be registered in the metering device or devices used to measure heating fuel consumption in the Demised Premises.

Notwithstanding the foregoing, the cost of fuel consumed in order to heat the common areas of the Building shall be paid by the Landlord, at its sole cost and expense. The Landlord shall also pay for all costs of service and maintenance, including filter changes for the HVAC system(s) servicing the Building and the Demised Premises.

13. BUILDING ACCESS FOR UTILITY SERVICES, TENANT AND OCCUPYING AGENCY ACCESS, AND ELEVATOR SERVICE

The Landlord shall at all times provide the Tenant and the Occupying Agency with reasonably direct access from the Premises to the points of entry to the Building for all utility services usually and customarily utilized by office tenants and available at the Building, including, without limitation, telephone, electric, gas and cable (hereinafter referred to collectively as the "Utility Services").

The Tenant, or the Occupying Agency on behalf of the Tenant, shall have the right to install, use, repair, replace and maintain Utility Services between points of access to the Building and the Premises and shall have and enjoy continual rights of access, ingress and egress over the lands on which the Premises are situate, to enable the Tenant, or the Occupying Agency on behalf of the Tenant, to effectively access and use such Utility Services. These rights can be exercised by the Tenant, the Occupying Agency or utility companies or other third parties acting on behalf of the Tenant or the Occupying Agency.

To the extent necessary for access to and use of the Utility Services, the Tenant, or the Occupying Agency on behalf of the Tenant, shall have, appurtenant to the Premises, the non-exclusive right to use, in common, all necessary facilities, areas and spaces of the Building used or identified as common areas, including, without limitation, lobbies, corridors, stairways, elevators, loading docks, shafts, pipe chases, vents and ducts located in the Building or on the Premises, as the case may be.

The Landlord shall, upon the Tenant's request, afford utility companies or other third parties access to the Building and the Premises for the purpose of locating, installing and maintaining Utility Services, and the Landlord shall execute, at its expense, any and all documents, agreements and instruments in order to effectuate the same. The Tenant, or the Occupying Agency on behalf of the Tenant, shall have the right to enter into reasonable agreements with utility companies or other third parties providing Utility Services creating easements in favor of such companies and/or other third parties as are required in order to service the Premises, and the Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate the same, all at the Occupying Agency's cost and expense.

No action shall be taken by the Occupying Agency pursuant to this Section without the prior, written consent of the Tenant.

The Landlord shall provide the Tenant and the Occupying Agency access to the Building daily from _____ A.M. to _____ P.M., Mondays through Fridays and from _____ A.M. to _____ P.M. on Saturdays, Sundays and State Legal Holidays. The Demised Premises shall be open daily from ____ A.M. to ____ P.M. (hereinafter referred to as the "Normal Business Hours"). As used herein, the term "State Legal Holidays" shall mean the calendar of legal holidays as established and maintained by the New York State Department of Civil Service. Annual updates of the State Legal Holidays are available at http://www.cs.ny.gov/attendance leave/index.cfm; once you are on the website, scroll down to *Calendars of Legal Holidays* and click on the year in question. Notwithstanding the forgoing, any day that is determined to be a floating holiday by the State shall not

be considered to be a State Legal Holiday, but shall be considered to be a normal work day for the Tenant and the Occupying Agency, and the Landlord shall provide all services required to be provided by this Lease on such days.

The Landlord shall, at its expense, furnish safe and reliable elevator service at all times to the Tenant and the Occupying Agency. Variations of full service passenger elevators, such as devices defined as LU/LA (limited use, limited application), will not be permitted unless specifically defined or specified on the drawings attached to this Lease as Exhibit "1" or the room data sheets attached to this Lease as Exhibit "1A" and approved in writing by the Tenant prior to installation or the Tenant's occupancy. In no event shall the number of elevators providing service to the Premises be fewer than the number of elevators providing service to the Premises on the Commencement Date.

14. PARKING

The Landlord shall provide the Tenant with _____ (___) designated, on-site, paved parking spaces, for the exclusive use of the Occupying Agency, and will keep such parking spaces free of ice, snow and debris, at no additional charge to the Tenant or the Occupying Agency, during all times that the Tenant and the Occupying Agency have access to the Building.

15. WATER

The Landlord shall furnish, at its own expense, hot and cold potable water from the local supply sufficient for drinking, washroom and cleaning purposes in the Demised Premises.

16. JANITORIAL SERVICE

The Landlord shall provide janitorial services in accordance with the specifications set forth in Schedule "A" annexed to and made a part of this Lease.

Governor Paterson's Executive Order 4 (hereinafter referred to as "EO-4"), which was continued by Governor Cuomo's Executive Order 2, directs all State agencies and authorities to purchase green products and promote sustainability. EO-4, a copy of which is annexed to this Lease as Exhibit "5," directs State agencies and authorities to develop and implement specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: the reduction or elimination of the use and generation of toxic substances, pollution and waste; the reduction, reuse, recycling and composting of solid waste; and the maximization of the use of environmentally preferable or "green" commodities, services and technology.

In an effort to assist State agencies and authorities in complying with these directives, the New York Interagency Committee on Sustainability and Green Procurement approved specifications for Industrial/Institutional Cleaning Products and Hand Soap/Cleaner. These specifications, along with other approved specifications, can be found at: http://www.ogs.ny.gov/EO/4/ApprovedSpecs.asp.

In order to comply with these directives, the Landlord and the Occupying Agency have agreed that the Landlord will make careful selection of effective janitorial cleaning products and

equipment that reduce or eliminate the health and environmental risks from the use or release of toxic substances and minimize the risks of discharge of pollutants into the environment.

In addition, EO-4 requires State agencies and authorities, to the maximum extent practicable, to purchase janitorial paper and other paper supplies, including but not limited to bathroom tissue and paper towels, that are processed chlorine-free and composed of 100% post-consumer recycled content. EO-4 also requires State agencies and authorities, to the extent practicable, to implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery and reduce waste. The Landlord agrees to assist the Occupying Agency in meeting these requirements by, to the maximum extent practicable, making careful selection of janitorial paper and other paper supplies, including but not limited to, bathroom tissue and paper towels, in order to use products that are composed of one hundred percent (100%) post-consumer recycled content and processed chlorine-free.

Additional information on these requirements and EO-4 are available from OGS, upon request.

The Landlord acknowledges an understanding of these State policies and pledges to cooperate with the State in their implementation.

The Landlord and the Occupying Agency shall also comply with local recycling laws enacted under New York State General Municipal Law § 120-aa, requiring that solid waste be separated into recyclable, reusable or other components.

17. PEST CONTROL

The Landlord shall implement and maintain, at its cost, an Integrated Pest Management (hereinafter referred to as the "IPM") program for the Building and grounds of which the Demised Premises are a part. The IPM program shall provide for an overall plan which minimizes the use of toxic pesticides, and provides for an on-going, practical, least-toxic approach to preventing and/or treating pest infestation. It shall provide for technical training for the Landlord's employees directly involved in pest control; establish an inspection program to identify infested zones, type(s) of infestation, and pest population levels; and detail procedures to be implemented should a pest infestation problem develop.

The Landlord shall initially employ non-chemical means to eliminate pest infestation, localizing treatment whenever necessary to a defined affected area, using baits and traps rather than traditional chemical applications. At a minimum, semi-annual inspections (spring and fall) shall be conducted by the Landlord or its contractor to identify and correct structural conditions allowing pests access (interior and exterior cracks, openings, crevices and ledges, etc.). The preventative measures of this IPM program shall include controls to ensure proper cleaning/maintenance, handling and disposal of food and organic waste products, and reviews of environmental conditions or practices of the Tenant or the Occupying Agency which increase the potential for pest problems.

Application of pesticides should be avoided unless subsequent inspection or monitoring indicates the continued presence of pests

in a specific area after non-chemical means have been exhausted or have been found to be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied. The least toxic pesticide, of the pesticides available to treat a specific problem, shall be selected. All pesticides used must be registered with the Environmental Protection Agency and appropriate State and/or local jurisdictions, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

The Landlord and the Occupying Agency shall each designate an on-site liaison to review and coordinate necessary IPM program activities in the Building and the Demised Premises. The Tenant and the Occupying Agency shall be given an opportunity to review, and reasonable time to comment on the content of, and coordinate with, the schedule of events specified in the IPM program. This opportunity will be provided through notification from the Landlord prior to the implementation of the IPM program.

Pesticide and herbicide treatment(s), when necessary, shall be scheduled for late Friday afternoons or evenings unless alternative times for such treatment applications are scheduled by mutual agreement with the Occupying Agency's IPM program liaison. The Tenant and the Occupying Agency shall be notified of the location(s) of planned pesticide and herbicide treatments twenty-four (24) hours prior to such chemical application(s). The Landlord shall furnish the Occupying Agency's IPM program liaison(s) with Material Safety Data Sheets for all pesticides and herbicides prior to their use in the Building or on the grounds of which the Demised Premises are a part.

18. REPAIRS

The Landlord shall take good care of the Building, the Demised Premises, and the fixtures and appurtenances thereto, and shall make all repairs necessary to put and keep the same in good order and condition, at its own cost and expense, except that repairs which are required as a result of negligence of the Tenant or the Occupying Agency or their officers and employees, when acting within the course and scope of their employment shall be performed by the Landlord, at the Tenant or the Occupying Agency's cost, as the case may be.

19. ISSUES / PROCESS

The Landlord and the Occupying Agency shall each designate an on-site representative. All issues, complaints and requests for services shall be in writing, utilizing the "Request for Lease Compliance Services" form attached to this Lease as Exhibit "2," which form shall be delivered electronically by the Occupying Agency's representative to the Landlord's representative. A copy of such form shall be returned to the Occupying Agency's representative, electronically, at such time as the issue is resolved, indicating what, if any, action was taken and, if no action was taken, the reason therefor. The Landlord's representative shall maintain a log in which shall be recorded the date and nature of the request, and the date and resolution of the request. Such log shall be available, electronically, upon request, for the Tenant and the Occupying Agency's inspection. The provisions of this Section shall not be construed as superseding the other notice requirements and provisions of this Lease.

20. COMPLIANCE WITH LAWS

The Landlord shall, at its own cost and expense, ensure that the Building and the Premises comply with all applicable federal, State or local laws, rules, orders, ordinances and regulations at any time issued or in force, and the requirements of any insurance policy covering the Building, the Premises and the contents or improvements thereto, which supersede base building code and/or municipal codes and laws. The Tenant and the Occupying Agency agree that they will not use the Premises for any purpose which shall be violative of any applicable laws, rules, orders, ordinances and regulations.

21. LANDLORD'S RIGHT OF ENTRY

The Tenant and the Occupying Agency shall permit the Landlord, at all usual and proper times, to enter the Premises for the purposes of inspection or sale, and to make repairs and improvements to all parts of the Building, and to comply with all governmental orders and requirements applicable to the Building and the Premises. The Landlord, in exercising its rights under this Section, shall not unreasonably interfere with the Tenant and the Occupying Agency's access, use and occupancy of the Premises.

22. TO LET SIGNS

The Tenant and the Occupying Agency shall permit the Landlord, during the three (3) months immediately prior to the expiration of the Term, to place the usual notices of availability upon the exterior of the Demised Premises.

23. DESTRUCTION OF PREMISES

If the Building or the Demised Premises are destroyed or so injured by fire or the elements or any cause as to render the Premises untenantable or unfit for the Tenant's or the Occupying Agency's uses, as the Tenant in its sole discretion may determine, the Tenant may serve notice, in compliance with Section 51 of this Lease, declaring its intent to vacate the Premises and may thereafter, as soon as practicable subsequent to the provision of notice, quit and surrender the entire Demised Premises, in which event Rent shall abate from the time of the destruction or injury, and the Tenant and the Occupying Agency shall be relieved of further liability under this Lease.

If, however, the Building (in the reasonable judgment of the Landlord) or the Demised Premises (in the reasonable judgment of the Tenant) shall be so destroyed or so injured by any cause aforesaid so as not to be rendered unfit for occupancy, then the Landlord shall repair the same with reasonable promptness, and in that case the Rent shall abate from the time of the destruction or injury until the completion of such repair period, except only that the Occupying Agency shall, during such time, pay a pro-rata portion of such Rent apportioned to that portion of the Demised Premises which are in a condition for occupancy or which may be actually occupied during such repair period.

All improvements or betterments placed by the Tenant or the Occupying Agency in the Demised Premises shall, however, in any event, be repaired and/or replaced by the Tenant or the Occupying Agency at their own expense and not at the expense of the Landlord, provided that the injury and damage to such improvements or

betterments was caused without the fault or neglect of the Landlord, its agents or employees. In the event that such injury or damage was caused through the fault or neglect of the Landlord or its agents or employees, the Landlord shall be responsible for the cost to repair or replace the same, as determined by the Tenant and/or the Occupying Agency.

If the Demised Premises are destroyed or damaged by fire or the elements or by any other cause, the Tenant shall notify the Landlord with reasonable promptness, in compliance with Section 51 of this Lease.

In the event the Premises are so damaged or destroyed as above described, any advance Rent paid by the Occupying Agency to the Landlord shall be apportioned to the date of the damage or destruction and the difference promptly returned by the Landlord to the Occupying Agency.

This Section shall be deemed an "express agreement to the contrary" within the meaning of Section 227 of the New York State Real Property Law.

24. SET OFF

In the event the Landlord refuses or fails to make repairs or to provide services for which it is responsible under the terms and conditions of this Lease, the Tenant, after five (5) business days' written notice, in compliance with Section 51 of this Lease, may, at its sole option, either: (i) make such repairs or provide such services, and the Occupying Agency may deduct all the costs incurred thereby from the Rent which is or shall be owing to the Landlord; or (ii) not make such repairs nor provide such services and the Occupying Agency may deduct from said Rent a reasonable amount for the diminution in the value of the Premises due to such disrepair or lack of services. The provisions of this Section are in addition to, and not in lieu of, any and all rights and remedies available to the Tenant at law or in equity.

25. MITIGATION OF DAMAGES

In the event the Tenant quits the Demised Premises such that the Occupying Agency remains responsible for the payment of Rent to the Landlord, the total Rent to be paid to the Landlord shall be reduced by that portion of the Rent attributable to charges for Utility Services, as the same are defined in Section 13 of this Lease, and other services which the Landlord is obligated to provide pursuant to the terms of this Lease, whether or not such charges have been itemized.

Furthermore, in the event the Tenant shall so quit the Premises, the Landlord shall be obligated to make all reasonable efforts to re-let the Demised Premises in order to cover the costs otherwise accruing to the Tenant and/or the Occupying Agency. The Landlord shall not, in any event, be required to pay the Tenant or the Occupying Agency any surplus of any sums received by the Landlord on a re-letting of said Premises in excess of the Rent reserved in the Lease.

26. SUBORDINATION

This Lease is subject and subordinate to all ground or underlying leases, and to all mortgages which may now or hereafter affect such leases, or the real property of which the Building and

the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. However, no property owned or removable by the Tenant or the Occupying Agency shall be subject to the lien of paramount mortgages. This provision shall be self-operative, and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, however, the Tenant shall, upon the reasonable request of the Landlord, promptly execute a certificate to such effect, in a format that is acceptable to the Tenant.

This Lease shall be subject and subordinate to the lien of any future mortgage or any future underlying lease, provided that the holder of any such mortgage or the landlord under any such underlying lease shall agree in the mortgage or lease, or otherwise, that this Lease shall not be terminated or otherwise affected by the enforcement of any such mortgage or underlying lease, provided that, at the time thereof, the Tenant shall not be in default, and the Tenant, when requested by the holder of such mortgage, or the landlord, under any such underlying lease, shall execute an attornment agreement, in a format that is acceptable to the Tenant, to the holder of such mortgage, or the landlord, under any such underlying lease, should either succeed to the rights of the Landlord under this Lease.

Copies of the estoppel agreement and subordination, non-disturbance and attornment agreement utilized by the Tenant can be obtained through a written request to the Tenant pursuant to Section 51 of this Lease. When making such requests, the Landlord should allow ample time for the review and execution of such forms by the Tenant.

27. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant and the Occupying Agency, on complying with the terms of this Lease, shall and may peacefully and quietly have and enjoy the said Premises.

28. NUISANCE CONTROL

The Landlord shall adopt, promulgate and enforce building rules and regulations for the Building that shall proscribe the maintenance or occurrence of nuisances including, but not limited to, noise, dust, vibration, odors or other unreasonable impacts or infringements upon the Tenant’s or the Occupying Agency’s use and enjoyment of the Premises. In addition, the Landlord shall promptly take such other measures as are reasonable and within its control to enjoin, curtail, eliminate or proscribe any such nuisances resulting from the acts of non-tenants.

29. CONDITION OF PREMISES

The Tenant and the Occupying Agency shall, at the end of the Term, quit and surrender the Demised Premises in as good order and condition as when received, normal wear and tear and damage by the elements, including fire, excepted.

30. NEW LANDLORD / NON ASSIGNMENT

Pursuant to Section 138 of the New York State Finance Law, the Landlord is prohibited from assigning, transferring, conveying, sub-letting or otherwise disposing of this Lease, or

its right, title or interest therein, or its power to execute this Lease to another person, company or corporation without the previous consent in writing of the Tenant. Therefore, prior to any such transfer, the Landlord shall submit a request, in accordance with Section 51 of this Lease, to the Tenant for consent to the same. The Landlord's request shall include submission of a properly completed and executed Consent to Assignment Form, attached to this Lease as Exhibit "6," and all necessary documentation, including the Substitute W-9, attached to this Lease as Exhibit "7," and the NYS Vendor Responsibility Questionnaire (VRQ), which may be found on the OSC website at www.osc.state.ny.us/Vendrep. Copies of these forms may be obtained through a written request made in accordance with the provisions of Section 51 of this Lease. The consent required by this Section shall not be unreasonably withheld, conditioned or delayed. When making such requests, the Landlord should allow ample time for the review and approval of the same by the Tenant, the New York State Attorney General and OSC.

In addition, in the event that the Landlord changes its name, but not its federal identification number, the Landlord is required to notify the Tenant and the Occupying Agency of the change within ten (10) business days of the effective date of such change. The Landlord shall submit a Landlord Change of Address Form, attached to this Lease as Exhibit "9," to the Tenant in accordance with Section 51 of this Lease. The Landlord shall also be responsible for making all necessary changes to its profile in the Statewide Financial System by contacting the Statewide Financial System Vendor Management Unit. The web address for the Statewide Financial System is: http://www.osc.state.ny.us/vendor management/.

31. BROKERAGE FEES / UNLAWFUL INDUCEMENT

A. The Landlord warrants that no person or selling agency other than [redacted], whose fees will be paid by the Landlord pursuant to a separate agreement between the Landlord and [redacted], has been employed or retained by the Landlord to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or other compensation. The Tenant warrants to the Landlord that it did not consult or negotiate with any broker or finder with regard to the Premises and that no broker, finder or consultant participated with the Tenant in procuring this Lease.

B. The Landlord, for itself, its agents, employees, and as the case may be, its directors, officers, managers, members or partners (limited or general), represents and warrants to the Tenant, after its due inquiry, and for the express purpose of inducing the Tenant's reliance upon such representation and warrant, that neither the Landlord, its agents, employees, nor, as the case may be, its directors, officers, managers, members or partners (limited or general) has made any payment or given any good, service or other thing of value or made any promise or representation that it will make any future payment or give any good, service or other thing of value, to entice the Tenant to enter into this Lease, and further that upon its due inquiry, neither the Landlord nor any agent, employee or, as the case may be, any director, officer, manager, member or partner

(limited or general) has been solicited by any person to give, now or in the future, any good, service, payment or other thing of value for the purpose of securing this Lease, excepting from such solicitation the ethical actions of licensed real estate brokers whose identity has been disclosed in this Lease. The Landlord makes this representation and warranty under penalty of perjury and expressly agrees that a false representation and warranty herein will be deemed to, and will in fact constitute fraud, in the inducement of the Tenant to enter into this Lease.

32. LANDLORD'S INTEREST

The Landlord represents that it owns the Demised Premises in fee simple absolute or leases it for a period exceeding the Term set forth in Section 2 of this Lease, including any renewal terms which may be herein provided. The Landlord shall provide the Tenant with a copy of underlying and ground leases, prior to the execution of this Lease by the Tenant and upon request thereafter.

33. ALTERATIONS BY TENANT

It is understood and agreed by and between the Parties that during the Lease Term, extension, renewal or holdover the Tenant and the Occupying Agency reserve the right to make minor alterations or installations, including, but not limited to, carpeting, security equipment features, data or telephone installations and the installation of related equipment.

34. ALTERATIONS BY LANDLORD

As to any alterations or improvements, other than those allowed for in Section 33 of this Lease, which may subsequently be required by the Occupying Agency, the Landlord shall provide the Tenant with cost estimates based upon the Tenant's written requirements and/or drawings (concept drawings) for the work to be performed. The Landlord shall provide the written cost estimates to the Tenant within fifteen (15) days after receipt of the Tenant's concept drawings.

Written cost estimates shall be accompanied by an itemized description of the work which shall include the following:

- an itemized description of work elements;
- quantities;
- material unit cost;
- total material unit cost;
- labor unit cost;
- total labor unit cost;
- total material and labor unit cost;
- summary of total material and labor unit cost; and architectural and engineering fees and permit fees.

Written cost estimates shall be submitted by the Landlord to the Tenant using the form attached to this Lease as Exhibit "3." The costs shall be competitive, consistent with the costs in an arm's length transaction, and employ labor at rates which do not exceed the applicable prevailing wage rates.

The total of any additional fees charged by the Landlord and/or any construction manager employed by the Landlord

attributable to overhead, profit or management fees shall be limited to the following percentages of the total direct labor and material costs: ten percent (10%) of the first $10,000.00, five percent (5%) of the next $90,000.00 and three percent (3%) of any sum in excess of $100,000.00.

Upon written approval of the cost estimate by the Tenant, the Landlord shall promptly proceed with the subject alterations or improvements. In the event the Tenant does not approve the cost estimate, the Tenant may submit a reduced scope of work to achieve cost savings. In the event the Landlord and the Tenant cannot agree on the cost of the work, the Tenant may contract directly for such work provided, however, that any Tenant-selected contractors shall be subject to the Landlord's reasonable approval, and in no event shall such work involve structural alterations or the modification of building-wide systems. Payment for work performed in accordance with this Section shall be made, by the Occupying Agency, in compliance with Article 11-A of the New York State Finance Law, upon completion of the work to the satisfaction of the Tenant, and the Landlord's submission of proper invoices to the Tenant. Notwithstanding the foregoing, in the event that this Lease provides an allowance for tenant work, the cost of work performed pursuant to this Section may be deducted from such allowance following the Tenant's approval of invoices for the work, subject to compliance with all other applicable provisions of this Section and the Lease.

35. HAZARDOUS MATERIALS

The Landlord represents and warrants, as an inducement to encourage the Tenant's initial and continued tenancy and the Occupying Agency's initial and continued occupation of the Demised Premises, and as a material term of this Lease, that the Demised Premises and the Building are free from hazard, particularly with reference to the United States Department of Labor, Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to asbestos, lead, PCBs, mold, animal droppings and mercury.

The Landlord further represents that, immediately upon the discovery of any hazardous materials within or about the Demised Premises or the Building, the Landlord shall give written notice, in compliance with Section 51 of this Lease, to the Tenant and the Occupying Agency of the existence of such materials, and shall, at its sole cost and expense, take any and all reasonable steps necessary to completely remove said hazardous materials in full compliance with all applicable federal, State, municipal or local laws, rules, or regulations relating to the removal of such hazardous materials.

Notwithstanding any provision of this Lease or any rider or addendum to this Lease, the Landlord agrees that each and every breach of any warranty or representation contained in this Section, without regard to any measure of the magnitude of the breach, shall constitute a default under this Lease which shall entitle the Tenant and the Occupying Agency, in addition to all other rights and remedies available to the Tenant or the Occupying Agency, to deduct from the Rent or other monetary obligation of the Tenant or the Occupying Agency, or to recover by action, all costs, whether direct or indirect, resulting from any cause whatsoever, incurred by the Tenant or the Occupying Agency as a result of such breach.

36. SIGNAGE

The Tenant and/or the Occupying Agency may post and maintain such signs and notices as reasonably required to inform the public as to its location in the Building, and shall have a right to have their name and other pertinent information on the Landlord's lobby directory board.

37. INSURANCE REQUIREMENTS

Prior to the Commencement Date of this Lease, the Landlord shall be required to procure, at its sole cost and expense, all insurance required by this section. During the Term of this Lease, the Landlord shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-," Class "VII" or better. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with an insurer licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Landlord shall deliver to the Tenant evidence of the insurance required by this section in a form acceptable to the Tenant. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the Tenant does not, and shall not be construed to, relieve the Landlord of any obligations, responsibilities or liabilities under this Lease.

The Landlord shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the Term of this Lease.

General Conditions

A. ***Conditions Applicable to Insurance.*** All policies of insurance required by this section shall comply with the following requirements:

   1. ***Coverage Types and Policy Limits.*** The types of coverage and policy limits required from the Landlord are specified below in Paragraph B-*Insurance Requirements*.

   2. ***Policy Forms.*** Except as otherwise specifically provided herein, or agreed to in writing by the Tenant, all policies of insurance required by this section shall be written on an occurrence basis.

   3. ***Certificate of Insurance/Notices.*** The Landlord shall provide the Tenant with a Certificate or Certificate of Insurance, in a form satisfactory to the Tenant (i.e., an ACORD certificate), prior to the Commencement Date, and thereafter, within thirty (30) days after renewal or within three (3) business days of request. Certificates shall reference the Lease number and shall name the New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A.

Rockefeller Empire State Plaza, Corning Tower, 26th Floor, Albany, New York 12242 as the certificate holder.

Policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law. The Landlord shall provide the Tenant and the Occupying Agency with a copy of any written notice of cancellation or non-renewal received from an insurer along with proof of replacement coverage that complies with the requirements of this section within ten (10) business days of receipt.

Certificates of Insurance shall:

- Be in the form acceptable to the Tenant (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Lease;
- Refer to this Lease by number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: The People of the State of New York, The New York State Office of General Services, the (insert Occupying Agency's name) and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage), General liability coverage is provided on Commercial General Liability Coverage Form CG 00 01 01 (or a form that provides equivalent coverage). Insurance is primary and non-contributory to other insurance available to the Tenant and the Occupying Agency. A waiver of subrogation is granted in favor of The People of the State of New York, The New York State Office of General Services and the (insert Occupying Agency's name). All policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law.

Only original documents (an ACORD Certificate and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

4. ***Primary Coverage.*** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Tenant and the Occupying Agency. Any other insurance maintained by the Tenant or the Occupying Agency shall be excess of and shall not contribute with the Landlord's insurance.

5. ***Breach for Lack of Proof of Coverage.*** The Term of this Lease shall not commence if the coverage provisions and limits of the policies provided by the Landlord do not meet the provisions and requirements of this section or proof of compliance is not provided to the Tenant. In addition, the failure to comply with the requirements of this section

at any time during the Term of this Lease shall be considered a breach of the terms of the Lease and shall allow the Tenant to avail itself of all remedies available under this Lease or at law or in equity.

6. ***Self-Insured Retention/Deductibles.*** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from the Tenant. Such approval shall not be unreasonably withheld, conditioned or delayed. The Landlord shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions.

7. ***Subcontractors.*** Prior to the commencement of any work by a subcontractor, the Landlord shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.

8. ***Waiver of Subrogation.*** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Landlord shall cause to be included of each of its policies a waiver of the insurer's right to recovery or subrogation against The People of the State of New York, The New York State Office of General Services, the (insert Occupying Agency's name) and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to the Tenant within three (3) days of request.

9. ***Additional Insured.*** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Landlord shall cause to be included of each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage) naming as additional insureds: The People of the State of New York, The New York State Office of General Services, the (insert Occupying Agency's name) and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Tenant prior to the Commencement Date and within three (3) days of request.

B. ***Insurance Requirements:*** The Landlord shall, at its own expense, obtain and maintain in full force and effect during the Term of this Lease, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. ***Commercial General Liability Insurance*** covering the liability of the Landlord for bodily injury, property damage and personal/advertising injury arising from all work and operations under this Lease. The limits under such policy shall not be less than the following:
   - Each Occurrence Limit-$5,000,000.00
   - General Aggregate Limit-$10,000,000.00
   - Products/Completed Operations Limit-$5,000,000.00
   - Personal Advertising Injury Limit-$1,000,000.00
   - Damage to Rented Premises Limit-$50,000.00

- Medical Expenses Limit-$5,000.00

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under this Lease;
- Cross liability for additional insureds; and
- Explosion, collapse and underground hazards.

If at any time during the Term of this Lease, the Landlord owns more than one location, the policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply separately to each location owned by the Landlord.

2. ***Comprehensive Business Automobile Liability Insurance*** covering liability arising out of any automobile used in connection with performance under this Lease, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies. If performance under this Lease shall require the removal of hazardous waste from the Building or the Demised Premises or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

   In the event that the Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease, the Landlord does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Landlord does not own, lease or hire any automobiles used in connection with performance under this Lease on a form provided by the Tenant. If, however, during the Term of the Lease, the Landlord acquires, leases or hires any automobiles that will be used in connection with performance under this Lease, the Landlord must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the Tenant within ten (10) days following the date the coverage is bound.

3. ***Commercial Property Insurance*** covering the Demised Premises in an amount not less than the Full Insurable Value of the Demised Premises covering, at a minimum, the perils insured under the ISO Basic Causes of Loss Form CP 10 10. Full Insurable Value shall mean actual replacement cost of the real property (exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings).

The Occupying Agency shall receive a copy of all submissions made to the Tenant in compliance with this Section at the following address: (insert Occupying Agency's name and exact address here).

38. WORKERS' COMPENSATION INSURANCE & DISABILITY BENEFITS COVERAGE

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of this Lease.** Therefore, prior to the Commissioner executing this Lease, the Landlord must submit proof to the Tenant that it has workers' compensation and disability benefits coverage as required by the New York State Workers' Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the Landlord shall provide one of the following forms to the Tenant prior to execution of the Lease by the Commissioner:

A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);

B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the Tenant by the Landlord's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Tenant upon request; or

C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Landlord's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the Landlord shall provide one of the

following forms to the Tenant prior to execution of the Lease by the Commissioner:

A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);

B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to the Tenant by the Landlord's insurance carrier upon request; or

C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, http://www.wcb.ny.gov. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Proof of compliance shall be submitted to The New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 26th Floor, Albany, New York 12242. The Occupying Agency shall receive a copy of all submissions made to the Tenant in compliance with this Section at the following address: (insert Occupying Agency's name and exact address here).

39. AUTOMATED EXTERNAL DEFIBRILLATORS

The Landlord covenants and agrees to cooperate with the Tenant and the Occupying Agency with regard to the installation of Automated External Defibrillators (AEDs) within the Demised Premises which comply with all applicable laws, rules, regulations and orders, at the Occupying Agency's expense.

40. FIRE EXTINGUISHERS

The Landlord, at its own cost and expense, shall provide, test and maintain, the fire extinguishers in the Premises and elsewhere throughout the Building. The types of extinguishers provided and their locations, testing and maintenance shall, at all times during the Lease Term, comply with the standards of the Occupational Safety and Health Administration of the United States Department of Labor, as such standards are contained in Title 29 of the Code of Federal Regulations at Section 1910.157, as the same shall be amended from time to time, unless State statutes or local ordinances impose stricter requirements, in which event the Landlord shall comply with the strictest requirements. All fire extinguisher installations shall be done in compliance with the New York State Fire Prevention and Building Code and the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG").

41. REDECORATION

Either as part of the Landlord's Work, as that term is defined in Section 43 and Schedule B of this Lease, or in addition to the Landlord's Work, the Landlord shall, without cost to the Tenant or

the Occupying Agency, completely redecorate the entire Demised Premises, as set forth in this Section, at the Commencement Date, or, if the Commencement Date has passed, at the time the Landlord receives a fully executed copy of the Lease, and again at five (5) year intervals during the Term and any Renewal Term. All plaster surfaces, wall and trim surfaces ordinarily painted, shall be painted in adequate coats of architectural quality latex paint, eggshell finish (Benjamin Moore or equal), not to exceed 150 grams/liter Volatile Organic Compound (VOC), in colors to be selected by the Tenant and/or the Occupying Agency. Wood surfaces shall be cleaned and refinished with clear water based urethane (Benjamin Moore or equal), not to exceed 150 grams/liter VOC. In addition, any vinyl-covered walls, or walls ordinarily cared for by washing, shall be washed to present a clean, finished appearance. Notwithstanding the foregoing, heavily used areas such as hallways, waiting rooms, common areas and facilities used by visitors shall be redecorated at two and one-half (2 ½) year intervals during the Term and any Renewal Term. All work performed under this Section shall be done outside of Normal Business Hours, as the same are defined in Section 13 of this Lease, if so requested by the Occupying Agency, at no additional cost to the Tenant or the Occupying Agency.

42. GENERAL PROVISION AS TO REMEDIES

a. The Landlord, Tenant and the Occupying Agency may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds, the exercise of another.

b. A single or partial exercise of a right or remedy by the Landlord, Tenant and/or the Occupying Agency shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time.

c. No delay or omission in exercising a right or remedy by the Landlord, Tenant and/or the Occupying Agency shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event of default.

d. No waiver of an event of default by the Landlord or the Tenant shall extend to or affect any other event of default or impair any right or remedy with respect to an event of default.

e. No action (including the payment or acceptance of Rent or additional rent) or inaction shall constitute a waiver of an event of default.

f. No waiver of any event of default shall be effective, unless it is in writing.

g. The payment of Rent or additional rent shall not be construed as a waiver of any claim the Tenant or the Occupying Agency may have against the Landlord.

h. The rights and remedies granted hereunder are cumulative, and are not in lieu of, but are in addition to, and shall not be affected by the exercise of any

other remedy or right now or hereafter existing at law or in equity.

i. The New York State Court of Claims Act (McKinney's Consolidated Laws of New York) sets forth the exclusive jurisdiction of the New York State Court of Claims to render judgment of such sums as should be paid by the State. Nothing herein shall be interpreted or construed to limit, waive or nullify the rights of the State existing by virtue of its sovereign status.

43. WORK LETTER

The "Landlord's Work" or the "Work" to be performed at the Building and in the Premises is set forth in Schedule "B" annexed to and made a part of this Lease.

44. LANDLORD'S CONSENT

Whenever the Landlord's consent is required under any provisions of this Lease such consent shall not be unreasonably withheld, conditioned or delayed.

45. SECTIONAL HEADINGS

The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as a part of this Lease or as a limitation of the scope of the particular section to which they refer.

46. BINDING EFFECT

This Lease shall be binding upon the Parties and their respective successors and assigns. The submission of any unexecuted copy of this Lease shall not constitute an offer to be legally bound by the provisions of the document submitted. No Party shall be bound by this Lease until it (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved by OSC; and (iv) has actually been delivered by the Tenant to the Landlord. This Lease may be executed in counterparts, and each counterpart constitutes an original document, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

47. INTERPRETATION

a. A provision of this Lease which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Lease which prohibits a Party from performing an act shall, if required, be construed as to prohibit the Party from permitting others within its control to perform the act.

b. Each Party shall be deemed to be required to perform each of its obligations under this Lease at its own expense, except to the extent, if any, that this Lease specifies otherwise.

c. This Lease shall be governed by the laws of the State of New York.

d. All prior agreements of the Parties are merged into this Lease and neither Party is relying upon prior statements or representations.

e. If any provision of this Lease shall be invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

f. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

g. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Lease, refer to this Lease.

h. Unless otherwise specifically set forth herein, the term "day" shall refer to a calendar day, including Saturdays, Sundays and State Legal Holidays, as that term is defined in Section 13 of this Lease.

48. REMOVAL OF PERSONAL PROPERTY

Any and all articles of personal property, including, without limitation, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting and water coolers, owned or installed by the Tenant or the Occupying Agency are and shall remain the property of the Tenant or the Occupying Agency, and may be removed by them at any time during the Lease Term, Renewal Term, extension or holdover period, but the Tenant or the Occupying Agency shall not be required to remove them at the end of the Lease Term, Renewal Term, extension or holdover period unless they so elect, provided that if such business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, and water coolers are removed, the cost of repairing any damage to the Building arising from such removal shall be paid by the Occupying Agency.

49. NO DEVIATIONS

The Commissioner or her designees are the only individuals on behalf of the Tenant authorized to allow any deviations from the provisions of this Lease, including substitutions for, or additions to, items of construction or alterations, or to commit the State in any way, and the Occupying Agency is not designated for this purpose. All requests for deviations from the provisions of this Lease shall be made to the Tenant in compliance with the notice provisions contained in Section 51 of this Lease.

50. MERGER

No representations or promises have been made in respect to the Demised Premises other than those contained herein or as may be contained in any rider, schedule, appendix or exhibit attached to, and made a part of, this Lease. This Lease may not be changed or canceled orally. Unless otherwise allowed for in this Lease, all modifications to this Lease shall not be effective until the same are memorialized in a Lease Modification Agreement that (i) is executed by all necessary Parties; (ii) has been approved as to form by the Office of the Attorney General; (iii) has been approved

by OSC; and (iv) has actually been delivered by the Tenant to the Landlord.

51. NOTICE

Any notice by the Tenant to the Landlord shall be deemed to be duly given if mailed by certified mail, addressed to the Landlord at the following address: _____. Any notice by the Landlord to the Tenant shall be deemed to be duly given if mailed by certified mail addressed to The New York State Office of General Services, Assistant Director, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower, 26th Floor, Albany, New York 12242 with an informational copy to the Occupying Agency sent by certified mail to: (name and address) _____.

The Landlord, Tenant and the Occupying Agency shall notify each other of all changes in the above-referenced addresses within ten (10) business days of the effective date of such change.

52. Intentionally Deleted

53. NON-PUBLIC PERSONAL INFORMATION SECURITY BREACH

The Landlord shall comply with the provisions of the New York State Information Security Breach and Notification Act (New York State General Business Law Section 899-aa and New York State Technology Law Section 208). The Landlord shall be liable for the costs associated with such breach if the same is caused by the Landlord's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Landlord's agents, officers, employees or sublandlords.

54. PRIOR LEASE / CANCELLATION

This Lease cancels and supersedes Lease No. _____ dated _____. In the event rent has been paid under such lease (or as a holdover under such lease) that is attributable to the Lease Term set forth herein, the Occupying Agency shall receive a full credit for such payments to be applied to Rent otherwise due hereunder. If Lease No. _____ allowed for escalations, the Occupying Agency and the landlord under that lease shall still be bound by the provisions of that lease pertaining to the same and the escalation year shall terminate upon the date that Lease No. _____ is cancelled.

55. ENCOURAGING USE OF NEW YORK STATE BUSINESSES

New York State businesses have a substantial presence in State leases and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, landlords are strongly encouraged and expected to consider New York State businesses, including small, minority- and women-owned business enterprises, in the fulfillment of the requirements of leases. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Tenants and occupying agencies are also strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State

businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology.

Utilizing New York State businesses in State leases will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the Landlord and its New York State business partners. New York State businesses will promote the Landlord's optimal performance under the Lease.

The State encourages landlords to provide maximum assistance to New York State businesses in their use of State leases. The potential participation by all kinds of New York State businesses will deliver great value to the State and its taxpayers.

56. VENDOR RESPONSIBILITY

OGS conducts a review of prospective landlords to provide reasonable assurance that the landlord is responsive and responsible. The NYS Vendor Responsibility Questionnaire (VRQ), which can be found on the OSC website at www.osc.state.ny.us/Vendrep, or requested from the Tenant in accordance with Section 51 of this Lease and the Building Fact Sheet, attached to this Lease as Exhibit "8," are designed to provide information to assess a landlord's responsibility to conduct business in New York State based upon its financial and organizational capacity, legal authority, business integrity and past performance history. The Landlord agrees to fully and accurately complete the VRQ and the Building Fact Sheet prior to execution of this Lease by the Commissioner, or her designee. The Landlord acknowledges that the State's execution of the Lease will be contingent upon the State's determination that the Landlord is responsible, and that the State will be relying upon the Landlord's responses to these documents when making its responsibility determination.

In order to assist the State in determining the responsibility of a landlord prior to the award of a lease, the Landlord must complete and certify the VRQ prior to the date of execution of the Lease and, thereafter, the Landlord is under the obligation to update the information provided in the VRQ when there is a material change to the responses or upon request of the Tenant, Occupying Agency or OSC. The Landlord should visit the OSC website to become familiar with all of the requirements of the VRQ in order to accurately complete it or may request information on the requirements from the Tenant.

In addition, the Landlord must complete the Building Fact Sheet prior to the date of execution of the Lease and, thereafter, the Landlord is under the obligation to update the information provided in the Building Fact Sheet when there is a material change to the responses or upon request of the Tenant, Occupying Agency or OSC.

The Landlord agrees that if it enters into this Lease with the Tenant, it shall at all times during the Lease Term remain responsible. The Landlord agrees, if requested by the Commissioner, or her designee, to present evidence of its continuing legal authority to do business in New York State and its business integrity, legal authority, experience, ability, prior performance and organizational and financial capacity.

57. FORCE MAJEURE

For purposes of this Lease, "Force Majeure" shall mean an event or effect that cannot be reasonably anticipated or controlled. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods or other similar causes beyond the control of the Landlord, Tenant or the Occupying Agency in the performance of the Lease which non-performance, by exercise of reasonable diligence, cannot be prevented but shall expressly exclude the inability of the Landlord, Tenant or the Occupying Agency to comply with any payment obligations under this Lease, such as, by way of example only, the obligation to pay Rent hereunder.

58. APPENDI (X/CES), EXHIBIT (S) AND SCHEDULE (S)

The following appendi(x/ces), exhibit(s) and schedule(s) are being attached and made part of this Lease:

Appendix "A"	Standard Clauses for New York State Contracts
Exhibit "1"	(Insert Drawing #) (Section 1 and Work Letter)
Exhibit "1A"	Room Data Sheets (Section 13 and Work Letter)
Exhibit "2"	Request for Lease Compliance Service(s) (Section 19)
Exhibit "3"	Itemized Estimate Form (Section 34)
Exhibit "4"	OGS Material Specifications for Leased Facilities (Referred to in Section 11 and the Work Letter)
Exhibit "5"	Executive Order 4 (Section 16 and Schedule A)
Exhibit "6"	Consent to Assignment Form (Section 30)
Exhibit "7"	Substitute W-9 Form (Section 30)
Exhibit "8"	Building Fact Sheet (Section 56)
Exhibit "9"	Landlord Change of Address Form (Section 30)
Exhibit "10"	Department of Labor Material Specifications for Leased Facilities (Work Letter) (For DOL Leases ONLY – delete if not applicable)
Schedule "A"	Janitorial Service Specifications (Section 16)
Schedule "B"	Work Letter (Section 43)
Schedule "C"	Construction and Renovation Schedule

**** NOTE TO LEASING AGENTS/PROJECT MANAGERS: Appendix A, Exhibit 4 (OGS MSLF), Exhibit 6 (Consent to Assignment), Exhibit 7 (Substitute W-9), and any drawings or other attachments will be attached to the hard copy leases when put in blue-backs. Please do not insert pdf or other docs into your electronic redlined lease draft as it disrupts the formatting of the whole document and is very difficult to re-format when this occurs.** (TYPISTS – Please remove this note when finalizing docs in processing. Thx)**

Remainder of the Page is Intentionally Left Blank

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed in multiple originals the day and year first written above.

The Landlord certifies that all information provided to the State of New York with respect to State Finance Law §139-k is complete, true and accurate. The State reserves the right to terminate this Lease in the event it is found that the certification filed by the Landlord in accordance with New York State Finance Law §139-j or §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Landlord in accordance with Section 51 of this Lease.

NAME OF LANDLORD

By_____
Name:
Title:

******** ********

STATE OF NEW YORK }
: SS.:
COUNTY OF _____ }

On the _____ day of_____, in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public, State of New York
Qualified in County of: _____
My Commission Expires: _____

********** **********

THE PEOPLE OF THE STATE OF NEW YORK

Commissioner of General Services

By: _____
RoAnn M. Destito

******** ********

Approved: 20__

By: _____
NYS Office of General Services –
Real Estate Planning & Development

****

APPROVED AS TO FORM:

Eric T. Schneiderman
Attorney General

By: _____
Assistant Attorney General

APPROVED:

Thomas P. DiNapoli
New York State Comptroller

By: _____

Date: _____

****

****

CERTIFICATE OF APPROVAL
The Occupying Agency hereby certifies that the Premises described in this Lease are necessary for the proper conduct of this Department, and approves such Lease for execution by the Commissioner of General Services. New York State (AGENCY NAME) _____ Print Name: _____ Date: _____

Exhibit "2"

NEW YORK STATE OF OPPORTUNITY. | Office of General Services

Lease Compliance
Phone: (518) 474-7676
Fax: (518) 486-3682

Request for Lease Compliance Service(s)

Please supply all necessary information:

Date of Request **/** **/**
Month Day Year

Requested By **Phone**

Lease Number **Landlord been notified in writing? Y or N**

Agency

Agency Contact **Phone**

Building Address

Building Contact **Phone**

Brief Description of Work - Nature of Problem

Exhibit "3"

NEW YORK STATE OF OPPORTUNITY. | Office of General Services | Real Estate Planning & Development

Corning Tower 26th Floor, Empire State Plaza, ALBANY NY 12242

DETAILED ESTIMATE **DATE:**

LANDLORD:		**LEASE NO:**	**PROJECT NO.:**
AGENCY/ADDRESS:	**DRAWING NUMBER:**	**REVISION NUMBER:**	**REVISION DATE:**

DESCRIPTION	QUANTITY	MATERIAL UNIT COST	MATERIAL COST	LABOR UNIT COST	LABOR COST	TOTAL COST

SUMMARY

Total (Material & Labor) $_____

Overhead $_____

Profit $_____

TOTAL COST $_____

OGS APPROVAL
DATE:

Exhibit "5"

EXECUTIVE ORDER No. 4:

ESTABLISHING A STATE GREEN PROCUREMENT AND AGENCY SUSTAINABILITY PROGRAM

WHEREAS, the State of New York ("State") is dedicated to the simultaneous pursuit of environmental quality, sound public health, economic prosperity and social well-being; and

WHEREAS, the production, use and disposal of materials, and the generation and use of energy, can have significant impacts on environmental quality and public health; and

WHEREAS, State government is a major consumer of materials and energy; and

WHEREAS, the State's policies include conserving, improving and protecting natural resources and the environment; preventing water, air and land pollution; and enhancing the health, safety and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste, reusing materials, and recycling materials that cannot be reused; and

WHEREAS, by making sound choices in the course of their daily activities, such as the commodities, services, and technology they consume, and the amount of waste they generate, State agencies and public authorities can minimize potential environmental and health impacts on workers and the public; and

WHEREAS, the State's procurement of commodities, services and technology can be enhanced through State agency and public authority choices that minimize the potential environmental and health impacts of their activities; and

WHEREAS, State government can be a leader in environmental stewardship through the use of green procurement and sustainable management practices.

NOW, THEREFORE, I, DAVID A. PATERSON, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

A. Definitions

1. "State agency" or "agency" shall mean any State agency, department, office, board, commission or other instrumentality of the State, other than a public authority.

2. "Public authority" or "authority" shall mean a public authority or public benefit corporation created by or existing under any State law, a majority of whose members is appointed by the Governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

B. Interagency Committee on Sustainability and Green Procurement

1. There is hereby established an Interagency Committee on Sustainability and Green Procurement (the "Committee"). The Committee shall be comprised of the Director of the Budget, the Commissioner of General Services, the Commissioner of Environmental Conservation, the Commissioner of Health, the Commissioner of Economic Development, the President of the Urban Development Corporation, the Commissioner of Transportation, the President of the Environmental Facilities Corporation, the President of the New York State Energy, Research and Development Authority, the Chair of the Power Authority of the State of New York, and the Executive Director of the Dormitory Authority of the State of New York. The Commissioner of General Services and the Commissioner of Environmental Conservation shall serve as co-chairs of the Committee.

2. Members of the Committee may designate an executive staff member to represent them and participate on the Committee on their behalf. A majority of the members of the Committee shall constitute a quorum, and all actions and recommendations of the Committee shall require approval of a majority of the total members of the Committee.

C. Green Procurement Lists and Specifications

1. The Committee, no later than September 1, 2008, and annually thereafter, shall select a minimum of three "priority categories" of commodities, services or technology, and at least twelve "priority commodities, services and technology" within each of the priority categories, for which the Committee shall develop "green procurement lists" ("procurement lists") and "green procurement specifications" ("procurement specifications") for use by State agencies and public authorities in the procurement of commodities, services and technology. The Committee shall focus on commodities, services and technology that reasonably will: (a) reduce or eliminate the health and environmental risks from the use or release of toxic substances; (b) minimize risks of the discharge of pollutants into the environment; (c) minimize the volume and toxicity of packaging; (d) maximize the use of recycled content and sustainability managed renewable resources; and (e) provide other environmental and health benefits.

2. The Committee, no later than December 1, 2008, shall develop: (a) procurement specifications to be used for the development and issuance of new contracts and new solicitations for priority commodities, services and technology; and (b) procurement lists of priority commodities, services and technology that are available under existing procurement arrangements that satisfy the requirements of this order.

3. In developing the procurement lists and procurement specifications, the Committee shall consider the following factors: (a) protection of the public health and the

environment, including the health of children and other vulnerable populations; (b) avoidance of risks from the use or release of toxic substances; (c) pollution reduction and prevention; (d) sustainable resource management and use, and sustainable manufacturing and production processes; (e) reduction of greenhouse gases; (f) the use of renewable resources, remanufactured components and recycled content; (g) waste reduction, recyclability and compostability; (h) quality, durability and utility; (i) minimizing adverse impacts throughout a commodity's or technology's life cycle; (j) cost; (k) extended producer liability; and (l) legal and regulatory requirements applicable to the use and procurement of commodities, services and technology.

4. The Committee may review the priority categories, priority commodities, services and technology, procurement lists and procurement specifications periodically and revise or supplement them as appropriate in a manner consistent with the requirements of this section.

5. The Committee shall establish specific goals to achieve reasonable reductions in the amount of solid waste generated and paper consumed annually by State agencies and authorities. The Committee shall also develop and implement strategies to assist State agencies and authorities to achieve such reduction goals.

D. Sustainability and Environmental Stewardship Programs

1. Each State agency and authority shall develop and implement a Sustainability and Environmental Stewardship Program, which shall include:

   (a) specific projects, programs and policies designed to achieve compliance with the requirements of this Order; and

   (b) specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: (i) the reduction or elimination of the use and generation of toxic substances, pollution and waste; (ii) the reduction, reuse, recycling and composting of solid waste; (iii) increasing energy efficiency; (iv) increasing the use of renewable energy sources; (v) conserving water and other natural resources; and (vi) maximizing the use of environmentally preferable or "green" commodities, services and technology.

2. Commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable, and all copy and janitorial paper shall be process chlorine-free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

3. Commencing no later than July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-

consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive.

4. State agencies and authorities shall rely on and use the procurement lists and specifications issued by the Committee when developing new solicitations and contracts for the procurement of commodities, services and technology, and for the procurement of commodities, services and technology under existing contracts, unless the head of the agency or authority determines: (a) that such commodities, services or technology will not meet required form, function or utility; (b) the cost of the commodities, services or technology is not competitive; or (c) there is an emergency or other compelling public health or safety reason not to purchase such commodities, services or technology. Such form, function, utility or other determination shall be presented in the procurement record, and notice of the determination shall be provided to the Committee Chairs.

5. All State agencies and authorities shall, to the extent practicable: (a) implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials recovery; (b) implement effective programs to reduce waste; (c) use locally available compost, mulch and soil amendments produced from secondary materials; and (d) utilize secondary materials in construction.

E. Training and Staff

1. State agencies and authorities, no later than September 1, 2008, shall assign an employee to serve as a Sustainability and Green Procurement Coordinator ("Coordinator"). Coordinators shall be given full management support and provided with the necessary resources to enable the agency or authority to comply with this order.

2. The Committee shall design and implement training and outreach programs for Coordinators and assist them with the training of appropriate staff, vendors and contractors.

3. The Commissioner of General Services, no later than September 1, 2008, shall select an employee to serve as Director of Green Procurement, who shall assist the Commissioner of General Services in carrying out his or her duties under this order.

4. The Office of General Services, the Department of Environmental Conservation, the Environmental Facilities Corporation, and the New York State Energy Research and Development Authority are authorized to assist State agencies and authorities in complying with this order, including through the development and implementation of Sustainability and Environmental Stewardship Programs.

F. Reporting

1. The Committee, no later than December 1, 2008, shall develop a format for a progress report to be used by State agencies and authorities to inform the Committee of: (a) the progress each agency and authority has made toward achieving the goals described in or established pursuant to this order; (b) the

effectiveness of the procurement lists and specifications; and (c) the specific sustainability projects that have been implemented and the effectiveness of such programs.

2. Each State agency and authority, no later than March 1, 2009, and on March first each year thereafter, shall submit a progress report to the Committee in the form and containing the information specified by the Committee. At a minimum, such report shall describe the agency or authority's efforts regarding waste reduction and recycling activities, recycled products procurement, quantities of waste generated and materials recycled, incentives and disincentives to waste reduction and recycling, and recommendations for additional measures to encourage efficient use of the State's resources.

3. The Committee, on or before June 1, 2009, and on June first each year thereafter, shall submit a report to the Governor, which shall compile the information submitted by State agencies and authorities pursuant to this section and report on progress made on the implementation of this order.

G. Sustainability and Green Procurement Advisory Council

There is hereby established a Sustainability and Green Procurement Advisory Council ("Council"), which shall consist of 11 members appointed by the Governor who have experience in the fields of green procurement, public health, waste prevention and recycling, energy efficiency, workplace safety, labor relations, environmental protection, environmental justice, or chemical manufacturing. The Governor shall select a Chair of the Council from among its members. The Council shall meet at the times requested by the Committee and provide such advice and assistance as the Committee may require.

H. Miscellaneous

1. Every agency and public authority of this State shall furnish such information and assistance as the Committee determines is reasonably necessary to accomplish its purposes.

2. Executive Order 142, issued on January 16, 1991, is hereby revoked and superseded by this Executive Order.

Given under my hand and the Privy Seal of the State in the City of Albany this twenty-fourth day of April in the year two thousand eight.

David A. Paterson
Governor.

Exhibit "8"

NYS OFFICE OF GENERAL SERVICES
REAL ESTATE PLANNING
26th FLOOR, CORNING TOWER, EMPIRE STATE PLAZA
ALBANY, NEW YORK 12242

BUILDING FACT SHEET

PROJECT NO:	**DATE:**	**OCCUPYING AGENCY:**
BUILDING ADDRESS: (street/city/state/zip/county)	**FEDERAL ID NO.:**	**SOCIAL SECURITY NO.:**
BUSINESS ENTITY NAME:	**BUSINESS ENTITY ADDRESS/TELEPHONE NO.:** **E-MAIL ADDRESS:**	

This Building Fact Sheet is required information, which is being provided in addition to your completed NYS Vendor Responsibility Questionnaire (which can be found at www.osc.state.ny.us/vendrep). **BUSINESS ENTITY/BUILDING INFORMATION:** *If explanation is required, please attach additional sheets as necessary.*	**YES**	**NO**
1. Is the Business Entity's property interest in the building of which the premises form a part fee simple ownership? **If NO, please describe the property interest (e.g. leasehold, purchase, contract, etc.) and provide a copy of all pertinent documents.**	☐	☐
2. Is the primary business of the Business Entity the leasing of space? **If NO, please provide an explanation/purpose of the Business Entity's primary business.**	☐	☐
3. (a) Is any immediate family member of any individual listed in response to question #1.6 on the NYS Vendor Responsibility Questionnaire employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? **If the answer is YES, please disclose the name of the governmental entity and indicate the relationship between the individuals.**	☐	☐
(b) Is any individual listed in response to question #1.6 on the NYS Vendor Responsibility Questionnaire employed by any governmental entity of the State of New York or serving as a member of any State Board, Commission or Authority? **If the answer is YES, please disclose the name of the governmental entity and indicate whether the individual was involved in the bidding, contracting or leasing process for this transaction.**	☐	☐
4. Is there present on, near or within 30 meters of the premises or the building of which the premises form a part, any "PCB Transformers," "PCB Articles" or "PCB Equipment" as such terms are defined in U.S. Environmental Protection Agency Regulation 40CFR761? (PCB Transformer owners were required by U.S. EPA Regulation 40CFR761 to notify owners of commercial buildings of the existence of PCB Transformers within 30 meters of such buildings not later than December 1, 1985.)	☐	☐
• If answer to #4 is YES, are such "PCB Transformers," "PCB Articles" or "PCB Equipment" labeled in accordance with U.S. Environmental Protection Agency Regulation 40CFR761?	☐	☐
• If answer to #4 is YES, have such "PCB Transformers," "PCB Articles" or "PCB Equipment" been registered with fire response personnel having primary jurisdiction, as is required by U.S. Environmental Protection Agency Regulation 40CFR761?	☐	☐
5. Are there sprinklers in the premises?	☐	☐
• If YES are they Omega, Central, Gem or Star Sprinklers?	☐	☐
• If Omega, Central, Gem or Star, have the defective parts been replaced/repaired pursuant to recent CPSC directives and building codes?	☐	☐
6. Was this building constructed prior to January 1, 1979? **If YES, include date:** _____	☐	☐
7. Is there present on or within the premises or the building of which the premises form a part, any asbestos material or material impregnated with asbestos or material of which asbestos forms a part? **If yes, please briefly describe the nature and extent of the use of asbestos, including a description of any activity which has been undertaken to preclude the asbestos from becoming friable.** Please attach a separate page, if necessary.	☐	☐
The Landlord represents and warrants that the Demised Premises and the Building are free from hazard, particularly with reference to the United States Department of Labor and Occupational Safety and Health Administration Standards for permissible exposure limits to hazardous materials including but not limited to lead, PCBs, mold, animal droppings and mercury. If NO, please attach details on separate page.	☐	☐
8. Is the building located within a historic district or is it listed on or as eligible for the State or National Register of Historic Places?	☐	☐
9. Does the Business Entity have any current or pending leases with any New York State Agencies, Authorities, Boards or Commissions? (A pending lease is one that is currently being negotiated with one of the listed governmental entities.) **If YES, please provide details.**	☐	☐
10. Will New York State businesses be used in the performance of the proposed lease? **If YES, please identify NYS business(es) that will be used (attach identifying information).**	☐	☐
11. Does the Business Entity have the financial resources necessary to fulfill the requirements of the proposed lease?	☐	☐

SIGNATURE PAGE

The undersigned, personally and on behalf of the Business Entity noted below, does hereby state and certify to the New York State Office of General Services that the information given above is true, accurate and complete with respect to State Finance Law § 139 j-k.

The undersigned: (1) recognizes that this document is submitted for the express purpose of assisting the New York State Office of General Services (hereinafter referred to as "OGS") and other New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding the award or approval of a lease or modification thereto (including, but not limited to, a renewal, modification or assignment thereof) and that OGS and other New York State government entities will rely on the information disclosed herein when making responsibility determinations; (2) acknowledges that OGS and other New York State government entities may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility and all other actions available at law or in equity.

The undersigned certifies that he/she:

- is knowledgeable about the Business Entity's business and operations;
- understands that OGS and other New York State government entities will rely on the information disclosed in this Building Fact Sheet when entering into a lease or modification thereto with the Business Entity;
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses from the time of proposal submission through the delivery of a fully executed document by OGS, and may be required to update the information at the request of OGS or other New York State government entities on the NYS Vendor Responsibility Questionnaire prior to the award and/or approval of a lease or modification thereto, or during the term of the lease; and
- is authorized to bind the Business Entity and is either (1) listed as an officer/partner/member of the Business Entity listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire; or (2) is submitting a letter, with this Building Fact Sheet, on the company's letterhead signed by an officer/partner/member of the Business Entity listed in response to question #1.6 of the NYS Vendor Responsibility Questionnaire, stating that the undersigned is authorized to sign on behalf of the Business Entity.

I affirm this _____ day of _____, _____, under the penalties of perjury under the laws of New York State, which may include a fine or imprisonment, that the statements contained herein are true, and I understand that this document may be filed in an action or proceeding in a court of law.

_____	_____
Name of Business Entity	**Signature**
_____	_____
Address	**Print or Type Name**
_____	_____
City, State, Zip	**Title**
Date: _____	**Telephone Number:** _____

Exhibit "9"

Landlord Change of Address Form

REQUEST TO:
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
Real Estate Planning & Development
Corning Tower 26th Floor
Empire State Plaza
Albany NY 12242
Phone: (518) 474-7676 Fax: (518) 474-7866

DATE: _____

TO: OGS Lease Processing Unit, 26th Floor, Corning Tower, ESP, Albany, NY 12242

FROM: Landlord Vendor ID#_____

OSC Contract #_____

Lease Building Address/City_____

Landlord New Address:

Street Number and Street _____

City-State-Zip Code _____

Contact/Phone: _____

E-Mail Contact _____

_____

_____

_____

_____

SCHEDULE "A"

SECTION 16 – JANITORIAL SERVICE SPECIFICATIONS

The Landlord shall provide the following janitorial services using materials and procedures that comply with the requirements set forth in Section 16 of this Lease. As used herein, the word "Daily" shall mean to occur once each day, Mondays through Fridays, excluding State Legal Holidays, as that term is defined in Section 13 of this Lease.

Drinking Fountains: Wash inside and outside Daily. Water shall be set at a high enough level that the mouth does not touch the faucet.

Office Floors-Resilient Tile: Dust mop Daily with cleaning products, which comply with the requirements of EO-4, which is attached to this Lease as Exhibit "5," and spot mop as necessary. Spray buff monthly with commercially prepared spray buff material or a solution of water and floor finish, which comply with the requirements of EO-4. Strip and redress annually with synthetic, metal, interlocked, non-slip material with a minimum of seventeen percent (17%) solids. Floors shall have a clean appearance at all times.

Floors-Carpeted: High traffic areas are to be vacuumed Daily. All carpet shall be completely vacuumed once a week, and shall be shampooed once a year.

Furniture: All surfaces must be cleaned and dust free.

Restrooms:

Daily – thoroughly clean all urinals, water closets and sinks, inside and outside, with a disinfectant and odor-counteractive solution, which complies with the requirements of EO-4, which is attached to this Lease as Exhibit "5." Empty all trash and sanitary receptacles. Wash and sanitize all shelves, dispensers and receptacles. Clean all mirrors. Spot wash walls, partitions, doors and furniture. Wet mop and rinse all floor areas. Fill all dispensers so as to last a full working day.

Weekly – Dust all partitions and air vents.

Monthly – Wash all furniture in lounge area and partitions in restrooms.

Annually – Wash all walls, partitions, ceilings, and all air supply and return vents.

Light Fixtures: Annually wash inside and outside of all light fixtures, tubes and diffusers.

Venetian Blinds/Window Treatments: Dust monthly. Completely wash annually. Repair as needed.

Walls, Ceilings, Entrances, Metal Trim, Doors, Etc.:

Daily – Damp wipe fingerprints, smears, smudges, etc. from all entrance doors and frames, ornamental metal elevator doors and frames, elevator car interiors, escalator sides, handrails and glass. Clean elevator door tracks. Damp wipe floor

indicators, wall surfaces and wall hung fixtures. Clean all entrance glass, both inside and outside in public areas. Clean telephone booths and fixtures. Damp mop all non-carpeted floor surfaces in lobbies, corridors and entrances. Vacuum entrance mats. Sweep and wash floor in all elevators. Sweep escalator treads.

Monthly – Spray buff all non-carpeted corridor, lobby and vestibule floors.

Semi-annually – Completely wash both sides of all outside entrances and vestibules, glass, frames, handrails, steps, risers, handicapped ramps and doors. Strip and redress corridor and lobby floors. Shampoo entrance carpets.

Annually – Wash corridor walls, vestibule walls and ceilings, and lobby walls.

Woodwork (Natural Wood Finish): Dust Daily. Clean and polish annually.

Stairwells, Landings and Concrete Floors:

Daily – Sweep, spot mop spills and remove gum Daily. Damp wipe fingerprints, smudges and smears on stairway doors, wall surfaces, hose racks and handrails.

Monthly – Mop and rinse stairway landings.

Annually – Wash and rinse walls, light fixtures, sills, treads, risers and handrails and apply dressing to all landings and treads.

Windows: To be cleaned, inside and out, in April and October. Interior partition glass to be clean at all times.

Rubbish: Wastepaper baskets and trash cans are to be emptied and trash removed from the Premises Daily. Wastepaper baskets are to be clean, odor free and lined Daily. In order to maximize materials recovery and implement effective programs to reduce waste, the Occupying Agency shall source separate all recyclable waste materials, including paper, metal, glass and plastic, hereafter referred to as "Wastes," from rubbish generated within the Demised Premises in compliance with Section 16 of this Lease. As discussed in Section 16 of this Lease, the Landlord agrees, to the extent practicable, to assist the Tenant and the Occupying Agency with implementing said programs and shall likewise source separate and remove all such recyclable waste materials, including paper, metal, glass and plastic, causing the same to be disposed of for purposes of recycling and materials recovery in accord with all laws, rules, orders, ordinances and regulations at any time issued or in force and applicable in the borough, city, county, or other municipality in which the Demised Premises are located.

Maintenance and Trimming: Grass, shrubs and trees surrounding the Building to be clipped and trimmed. Use of chemicals shall be in accord with all applicable federal, State and local laws, rules, orders, ordinances and regulations.

Sidewalks, Entrances, and Parking Areas: Remove refuse and debris Daily. In winter, remove snow and ice from the walkway and parking lots and spread de-icer as needed.

SCHEDULE "B"

WORK LETTER

Prior to the Commencement Date of the Term, as defined in Sections 2 and 7 of this Lease, the Landlord shall, at its sole cost and expense, perform all the Landlord's Work or the Work (as those terms are defined in Section 1(e) below) and shall be responsible for all demolition, architectural and engineering work and construction and all costs and fees associated with the same within the Demised Premises. The Work shall be accomplished in two phases: (1) Design and (2) Construction. OGS Drawing No. ____, Revision ____, dated _____, referenced in Section 1 of this Lease as Exhibit "1," shall be considered "concept" drawings for use by the Landlord's architect and/or engineer to develop, design and provide working drawings as required for the Work to be in accordance with all applicable federal, State and local codes, rules and regulations, including, but not limited to, all referenced standards (such as: (i) the Americans with Disabilities Act Accessibility Guidelines (hereinafter referred to as the "ADAAG"), (ii) the Occupational Safety and Health Administration Act, (iii) the New York State Building Construction Code and their Building Code of the _____ as applicable, any local rules or ordinances, as may be applicable, and the OGS MSLF, attached to this Lease as Exhibit "4," receipt of which is acknowledged by the Landlord. All specific material specifications depicted on Exhibit "1" shall be incorporated into the Landlord's working drawings. It is the responsibility of the Landlord's architect and/or engineer to verify existing site dimensions and conditions during design and construction, and to confirm that they are compatible with Exhibit "1." Any conflicts between the existing site dimensions, conditions and Exhibit "1" shall be immediately brought to the Tenant's attention.

Schedules: A preliminary project schedule with an estimated Substantial Completion date _____ days (__) following delivery by the Tenant of a fully executed and approved copy of this Lease to the Landlord is attached to this Lease as Schedule "C." Schedule "C" includes design milestones and an estimated construction duration. The Landlord agrees to begin and complete the Work at the times specified in Schedule "C." Time is of the essence of this Lease. The Landlord shall accordingly prosecute all the Work diligently, using such means and methods of construction as will assure Substantial Completion not later than the date specified therefor, or on the date to which the time of Substantial Completion has been extended due to Force Majeure, as that term is defined in Section 57 of this Lease, or Tenant Delay as defined in Section 2(j) of this Schedule "B." Nothing herein, however, grants to the Landlord the privilege to use means, methods or materials that do not accord with sound and accepted practices or the requirements of this Work Letter.

The Landlord recognizes and acknowledges that the Occupying Agency will suffer damages by virtue of the Landlord's failure to complete the Work within the time specified which damages are difficult to ascertain. Accordingly, the Landlord shall pay the Occupying Agency, not as a penalty, but as liquidated damages, the sum of _____ and/100 Dollars ($____) for each day beyond the date specified for completion of the Work (as extended) during which the Landlord fails to complete the Work, which amount represents the difference between the Rent provided in this Lease and the rent which the Occupying Agency pays at its present location.

1. Design Phase: The following procedures shall apply during this phase:

   a. The Landlord shall initiate a design kick-off meeting within ten (10) business days of receipt by the Landlord of a fully executed and approved copy of this Lease from the Tenant. The meeting shall include the Landlord's representative(s), the Landlord's general contractor, the Landlord's architect and/or engineer, and the Tenant's representatives.

   b. The Landlord shall submit, within ____ (__) business days of the design kick-off meeting, three (3) complete sets of working drawings, including specifications (stamped and signed by a New York State licensed architect or engineer), and a detailed cost estimate breakdown, by labor and material, for "Special Tenant Work," as that term is defined in Section 2(l) of this Schedule "B." The working drawings shall consist of, but not be limited to, the following: floor plans; reflected ceiling plans; interior elevations; sections; door and window details; finish schedules; electrical drawings; HVAC drawings; fire protection (sprinkler) drawings; plumbing drawings and demolition drawings.

   c. The Tenant shall review and comment on, or approve the Landlord's working drawings within fifteen (15) business days of receipt of the same.

   d. If comments are provided by the Tenant, the Landlord shall incorporate the Tenant's comments or provide a written response to each comment, as required, and resubmit three (3) complete sets of final working drawings within ten (10) business days of the Landlord's receipt of the Tenant's comments.

   e. Provided the Landlord has incorporated the Tenant's comments, the Tenant shall approve the working drawings within five (5) business days of receipt of the same. The approved working drawings shall thereafter be referred to as the "Approved Plans and Specifications," and all the Work therein described or shown shall hereinafter be referred to as the "Landlord's Work" or the "Work."

2. Construction Phase: All the Work to be furnished herein shall be completed in accordance with the following requirements:

   a. The Landlord shall initiate a construction pre-meeting within ten (10) business days after approval of the Approved Plans and Specifications. The meeting shall include the Landlord's representative(s), the Landlord's general contractor, the Landlord's architect and/or engineer, and the Tenant representative(s) including, but not limited to, the Project Manager identified in Section 2(b) of this Schedule "B."

   b. The Tenant's designated Project Manager for this Lease project is (insert project manager), whose address is The New York State Office of General Services, Lease Construction and Compliance Unit, Real Estate Planning & Development, The Governor Nelson A. Rockefeller Empire

State Plaza, Corning Tower, 26th Floor, Albany, New York 12242; telephone number (518)(insert phone #). Any notices and/or approvals given by the Project Manager shall be binding upon the Tenant and the Occupying Agency. The Tenant may change the Project Manager by written notice sent to the Landlord in accordance with Section 51 of this Lease.

c. No Work of any nature shall be undertaken without written approval of the Project Manager unless such Work is required as part of the Approved Plans and Specifications.

d. Substantial Completion shall be deemed to have been achieved only when each and every one of the following events has occurred:

1) The Landlord's architect has reviewed all Approved Plans and Specifications, and has certified in writing that the Landlord's Work has been performed in accordance with the Approved Plans and Specifications, complies with all applicable codes, rules and regulations, is suitable for occupancy notwithstanding incomplete, minor items or details, and the Tenant has acknowledged receipt of such certifications.

2) A "punch list" has been established by the Landlord's Architect and approved by the Tenant detailing all uncompleted items of the Work not essential to Substantial Completion, and the Landlord has provided to the Tenant a construction schedule for the completion of all items of the Work listed thereon.

3) All building systems, including but not limited to, HVAC, electric and fire control systems serving the Demised Premises are in working order and have operated for five (5) consecutive days to demonstrate to the Tenant's satisfaction that they are in working order.

4) All furniture, systems furniture, telecommunications systems, materials, equipment and goods necessary for equipping or furnishing the Premises, and all necessary wiring, have been installed.

5) A test and balance report has been provided to the Tenant by the Landlord, pertaining to the HVAC systems, certifying that their installation and system performance has been completed in accordance with the current Associated Air Balance Council Bureau or ASHRAE (111) standards. Testing and balancing shall also reflect all Approved Plans and Specifications, stating exceptions, if any, and setting forth recommendations for all necessary adjustments.

6) The Landlord shall have removed all construction debris and performed, as far as applicable, the janitorial services required for by this Lease in compliance with Section 16 and Schedule A of this

Lease (or, if this Lease does not provide for such janitorial services, the Landlord shall perform such cleaning services as are reasonably required so that the Occupying Agency may occupy the Demised Premises). All resilient floors shall be stripped and redressed. Carpets shall be stain free and completely vacuumed. Pre-existing light fixtures shall be washed inside and out; venetian blinds/window treatments shall be completely washed and repaired as needed. All interior windows and frames shall be cleaned on both sides; inside surfaces of exterior windows and frames shall be cleaned. All diffusers shall be cleaned. Restrooms shall be thoroughly cleaned in accordance with the procedures set forth in Section 16 and Schedule A of this Lease.

7) The Landlord shall have given the Tenant at least thirty (30) days' advance, written notice, in compliance with Section 51 of this Lease, of the expected date of Substantial Completion.

e. Changes in the Work requested by the Tenant (hereinafter referred to as "Change Orders") shall not be accepted by the Landlord unless the Project Manager shall have first reviewed and approved an estimate of the cost thereof in the manner as hereinafter provided for Special Tenant Work. Change Order proposals must indicate if the changes will impact, affect or alter the project schedule, set forth on Schedule "C" of this Lease, or delay Substantial Completion and, if so, the anticipated duration of such delay. Emergency Change Orders (i.e., those which may be of a life threatening nature or may have a severe impact upon the progress of the Work) may be immediately approved on-site by the Project Manager on the following conditions:

1) Such approval or authorization to complete the emergency work shall not be construed as an assumption of responsibility for the cost thereof by the State of New York.

2) The Party responsible for the cost of approved Emergency Change Orders must be decided upon between the Landlord and the Tenant within fifteen (15) business days after the approval or authorization of the Emergency Change Order(s).

f. After the Work has progressed sufficiently, the Landlord shall permit, schedule and coordinate with the Tenant and/or the Occupying Agency entering the Demised Premises for the purpose of taking measurements and installing the Occupying Agency's equipment, fixtures, furnishings and telephone system. The Tenant and/or the Occupying Agency, however, shall not interfere with the Landlord's performance of the Work.

g. The Landlord reserves the right to re-enter the Premises after delivery of possession to the Tenant in order to complete any unfinished portions of the Work.

h. The Landlord, at its expense, shall file with the appropriate governmental agencies all necessary

architectural plans, together with any mechanical plans and specifications, in such form (building notice, alteration or other form) as may be necessary. The Landlord shall perform any changes required by local governmental departments for the completion of the Demised Premises, and such changes shall not be deemed to be a violation of the Approved Plans and Specifications or any provisions of this Section.

i. The Landlord shall provide the Tenant with one set of record as-built drawings and one electronic (AutoCAD) file copy in dxf/dwg format within sixty (60) days of the completion of all the Work, including Special Tenant Work.

j. If the Landlord shall be delayed in Substantial Completion of the Landlord's Work because of any of the following (hereinafter referred to as "Tenant Delay"):

1) Any work performed by the Tenant or the Occupying Agency; or

2) The Tenant's changes in the Approved Plans and Specifications, specifications or materials subsequent to their submission to the Landlord; or

3) The performance or completion of work by a person, firm or corporation employed or contracted with by the Tenant or the Occupying Agency; or

4) The Tenant's failure to timely respond to requests for approvals or changes; or

5) Any Change Order delays contained in the approved estimate,

then the Landlord shall not be responsible for any such substantiated Tenant Delays resulting therefrom, and the Commencement Date shall be accelerated by the number of days attributable to such Tenant Delay. Any claim by the Landlord of Tenant Delay shall be substantiated in writing, accompanied by an updated construction schedule noting that Tenant Delay and sent to the Project Manager in a timely manner.

k. The Occupying Agency shall be responsible for securing and scheduling a move vendor prior to the Landlord’s delivery of the notice of Substantial Completion to the Tenant. The Landlord shall assist in coordinating building access, security clearance, and freight elevator usage with the Occupying Agency’s move vendor.

l. The Occupying Agency shall reimburse the Landlord for the Landlord's actual costs including redesign costs for providing Special Tenant Work which shall mean change Orders requested and approved pursuant to Section 2(e) of this Schedule “B.”

m. Special Tenant Work shall not commence unless the Landlord has submitted to the Tenant (i) written estimates which must include as a minimum:

o an itemized description of work elements;

- quantities;
- material unit cost;
- total material unit cost;
- labor unit cost;
- total labor unit cost;
- total material and labor unit cost;
- summary of total material and labor unit cost; and
- architectural and engineering fees and permit fees.

No lump sum cost will be accepted. The estimate shall also include a credit for avoided costs for any Work not performed as a result of such Change Order; (ii) the number of substantiated days of Tenant Delay, if any, and the substantiated cost or charges therefor; (iii) indication by the Landlord's architect that such estimate and Tenant Delay (if any) is consistent with the design. The Landlord's architect shall review and approve, for technical sufficiency and cost, such submittals. In addition, Special Tenant Work shall not commence unless the Tenant has approved the Landlord's estimate in writing and has authorized the Landlord to commence such Special Tenant Work. The approved estimate shall be considered a maximum cost to the Occupying Agency, subject to downward revision based on costs actually incurred. If the Tenant shall fail to approve such estimates in writing within ten (10) business days following receipt, the same shall be deemed disapproved in all respects by the Tenant and the Landlord shall not be authorized or required to proceed thereon. The Landlord shall be paid for Special Tenant Work, by the Occupying Agency, in interim payments drawn no more frequently than every thirty (30) days, in compliance with Article 11-A of the New York State Finance Law. Such payments shall bear the same proportional relationship to the total compensation for the Special Tenant Work, as the amount of the Special Tenant Work for which an interim payment is sought bears to the total amount of Special Tenant Work to be performed. The total interim payments shall not exceed ninety percent (90%) of the total cost for Special Tenant Work. The balance shall be payable upon certification by the Landlord's Architect and approval by Project Manager that the Special Tenant Work has been satisfactorily completed, and that the Landlord has achieved Substantial Completion and has completed all punch list items of the Work.

n. The Landlord shall submit all applications for payment for Special Tenant Work to the Project Manager.

3. <u>General Provisions</u>

a. During the design and construction phase(s) it shall be necessary for the Landlord to participate in meetings with the Tenant. The Landlord shall be responsible for taking, preparing and distributing minutes within five (5) business days to all in attendance at all such meetings.

b. During the design and construction phase(s) the Landlord and/or its representatives shall periodically update the project schedule set forth on Schedule "C" of this

Lease. Upon submission of the working drawings, a revised schedule shall be submitted. Within five (5) business days of the pre-construction meeting, a detailed construction schedule shall be provided outlining major construction milestones including Special Tenant Work and coordination with any of the Tenant or the Occupying Agency's contractors.

c. Review by the Tenant shall be non-technical review of the design, materials and equipment, and shall not be deemed to mean technical, architectural or engineering approval of structural capacity, size of ducts and piping, adequacy of electrical wiring, compressor capacities and, without limitation, other technical matters; and shall not relieve the Landlord of its responsibility for the proper and adequate design and construction of the Building, Demised Premises and the improvements thereto. It shall remain the Landlord's responsibility to insure that the structure and detail of the utilities and mechanical systems meet the design requirements as set forth in this Lease.

d. All concealed field conditions which impact the design or Work hereunder are and shall be the responsibility and cost of the Landlord.

e. All materials used in the performance of the Landlord's Work shall be new material conforming to the requirements of this Lease and the Landlord's working drawings unless (i) written authorization for a substitution is received from the Tenant; or (ii) the Landlord uses any part of the existing installation relating to the Building's systems, provided the same is put in good condition.

f. All applications for payment hereunder shall be made by invoices submitted no more frequently than every thirty (30) days and shall be paid in compliance with Article 11-A of the New York State Finance Law. All applications shall be itemized and supported by accurate documentation, including receipted bills for expenditures made by the Landlord, and shall extend all hours and rates into dollar amounts.

SCHEDULE "C"

Construction and Renovation Schedule

(To be prepared at the time of lease negotiations.)