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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made by and between 2414835 NEWARK CO. (Potential Landlord), CBRE-Buffalo (CBRE), and the Erie County Department of Social Services (ECDSS), and is effective as of the date signed by Potential Landlord. This Agreement provides the Potential Landlord, its employees, and consultants (collectively referred to herein as "Representatives") to review certain information and data provided in the Request For Proposal for office space for ECDSS, which may be of a non-public, confidential, or proprietary nature. This information, together with other documents or communications (oral or written) made by CBRE, ECDSS, or Potential Landlord or its Representatives containing or otherwise reflecting such information, is hereinafter referred to as the "Information." Potential Landlord is being granted the right to review Information in connection with a potential lease transaction between ECDSS and Potential Landlord at a location to be determined in Buffalo, New York.

In consideration of and as a condition to ECDSS allowing the review of any such Information, Potential Landlord agrees, by execution below, to the following:

1. The Information will be kept confidential and shall not, without ECDSS's prior written consent, be disclosed by Potential Landlord or its Representatives to third parties in any manner whatsoever, in whole or in part, and shall not be used by Potential Landlord or its Representatives other than in connection with evaluating restoration activities. The term "third party" or "third parties" shall be interpreted broadly to include, without limitation, any corporation, partnership, or individual other than Potential Landlord or its Representatives. Moreover, Potential Landlord agrees to reveal the Information only to its Representatives who need to know the Information, who are informed by Potential Landlord of the confidential nature of the Information, and, with regard to those Representatives who are not full-time employees of Potential Landlord, who have agreed in writing to the terms and conditions of this Agreement. Potential Landlord guarantees the full performance of this Agreement by its Representatives and agrees to be responsible and liable for any breach of this Agreement by its Representatives.
2. Potential Landlord shall be responsible for security of the Information that Potential Landlord and its Representatives write or duplicate and such Information as is written or duplicated for Potential Landlord or its Representatives. Upon ECDSS's written request all Information will be returned to ECDSS promptly or promptly destroyed as directed by ECDSS. If ECDSS requests that the documents be destroyed or returned, Potential Landlord will send written verification that all such Information has been destroyed or returned. Any oral Information will continue to be subject to the terms of this Agreement.
3. The term Information shall not include such portions of the Information that (i) are or become generally available to the public other than as the result of a disclosure by Potential Landlord or its Representatives, (ii) become available to Potential Landlord on a non-confidential basis from a source, other than ECDSS's employees, agents, or consultants, which is not prohibited from disclosing such information to Potential Landlord by a legal, contractual, or fiduciary obligation to ECDSS, or (iii) are already in Potential Landlord's possession and not subject to a confidentiality agreement with ECDSS or a third party. Documents which ECDSS considers to be subject to any attorney-client or work product privilege will not be furnished to Potential Landlord, and if any are furnished to Potential Landlord, it is done so inadvertently and unintentionally. It is expressly understood that, if Potential Landlord obtains access to documents which ECDSS considers to be subject to an attorney-client or work product privilege, Potential Landlord may not copy any such documents, and ECDSS's right to assert the attorney-client or work product privilege, as to that document or any other document, is in no way affected by such an inadvertent and unintentional disclosure.
4. Potential Landlord acknowledges that neither ECDSS, nor any of its affiliates, nor their respective directors, officers, employees, agents, or consultants make any express or implied representations or warranties as to the accuracy or completeness of the Information. Potential Landlord agrees that it is not entitled to rely on the Information as accurate or complete, and Potential Landlord expressly agrees that neither ECDSS, nor its affiliates, nor their respective directors, officers, employees, agents, or consultants shall be liable to Potential Landlord or its Representatives for any losses, damages, or claims resulting from the reliance on or use of such Information, or from errors therein, or from omissions therefrom.
5. In the event that Potential Landlord or anyone to whom Potential Landlord transmits the Information pursuant to this Agreement becomes legally compelled, or it is necessitated under law for Potential Landlord or its Representatives, to disclose any of the Information, Potential Landlord will provide ECDSS with prompt notice so that ECDSS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that ECDSS waives compliance with the provisions of this Agreement, Potential Landlord and anyone to whom the Information has been transmitted will furnish only that portion of the Information which Potential Landlord is advised by opinion of counsel is legally required and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

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6. The confidentiality obligations under this Agreement shall terminate upon the execution of a Lease Agreement between the Parties or six months from the execution of this Agreement. Upon termination, Potential Landlord agrees to the return or destruction of Information as described in Paragraph 2, herein.
7. Potential Landlord agrees that remedies at Law may be inadequate to protect against breach of this Agreement. Potential Landlord hereby agrees that ECDSS may be entitled to equitable relief in any court of competent jurisdiction, including injunction and specific performance, without proof of actual damages, from any breach or anticipated or threatened breach of this Agreement, and Potential Landlord agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles of conflicts of law of any state including the State of New York.
9. Any modifications or amendments to this Agreement shall only become effective as between ECDSS and Potential Landlord if made in writing and signed by ECDSS and Potential Landlord.
10. This Agreement contains the entire understanding and agreement between the parties as to the subject matter thereof and supersedes all prior or contemporaneous communications, agreements, and understandings between the parties, whether written or verbal.
11. This Agreement and any rights and obligations hereunder shall not be assignable, and any such attempted assignment shall be void.
12. This Agreement is binding on Potential Landlord and its successors and assigns.
13. Both Potential Landlord and the individual signing below represent that Potential Landlord has the requisite authority to agree to the terms of this Agreement and that the individual signing below has the requisite authority to execute this Agreement on behalf of Potential Landlord.

ACCEPTED AND AGREED on the date indicated below:

*BULLCOTT DEVELOPMENT CO.* ("Potential Landlord")  
(on behalf of itself and its Representatives)

By: *[Signature]*

Title: *[Signature]*

Date: *5/18/14*

Please fill out the fields below completely and click the Submit button. If you are having technological difficulties or prefer to submit this form via e-mail, print this page and fill out the form and e-mail to Michael Clark at [michael.clark@cbre-buffalo.com](mailto:michael.clark@cbre-buffalo.com). Once your Confidentiality Agreement has been received, reviewed, and deemed acceptable, you will be given access to view the password protected documents.

First Name (Prospective Landlord):

*BULLCOTT DEVELOPMENT CO AS  
AGENT FOR A.M.J. LLC, IT IS FORWARDED*

Last Name (Prospective Landlord):

Title: *CEO*

Date: *5/18/14*

Entity Name *[Signature]*

Address:

City:

State:

Zip:

Phone Number (No Dashes):

Email Address:

Are you working with a designated co-broker? *NO*

Name of Brokerage:

Agent First Name:

Agent Last Name:

Address:

Phone:

Co-Broker's Email:

Submit your responses to the questionnaire by clicking the "SUBMIT" button below.

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SUBMIT



Part of the CBRE affiliate network

257 W. Genesee Street  
Suite 160  
Buffalo, NY 14202

716 855 3700 Tel  
716 855 3725 Fax

[www.cbre.com/buffalo](http://www.cbre.com/buffalo)

May 17, 2016

Re: Request for Proposal for Leasable Office Space  
Erie County Department of Social Services  
-Child Welfare Department  
-HEAP (Home Energy Assistance Program) Department

Dear Property Owner/Potential Landlord,

CBRE-Buffalo ("Broker") has been authorized by Erie County Department of Social Services ("ECDSS") to submit the following Request for Proposal for leasing office space as herein defined.

In order to evaluate your facility, we ask that you would submit on this form a complete, written proposal addressing the following items in the order provided below. ALL QUESTIONS MUST BE ADDRESSED FOR CONSIDERATION. INCOMPLETE RESPONSES WILL NOT BE CONSIDERED. If you are unable or unwilling to provide a requested item please indicate the same, with written explanation, in your written proposal. Please include electronic CAD and MEP files of the proposed Premises and building, as well as two (2) original packages of any available building brochures, photographs, renderings, site plans, floor plans, etc. with your proposal.

This letter is a request for proposal only and is not intended to be a letter of intent or a legally binding document. The finalization of any tentative understanding which the parties may reach in regard to such proposal is conditional upon their negotiation and execution of a more definitive, mutually acceptable lease agreement and final approval by ECDSS. Please provide your lease proposal by Friday, June 3, 2016 4:00 PM EST.

## BUILDING

- 20
- A. Building Address: Provide complete building address (the "Building") with suite(s) number(s) if applicable.
  - B. Ownership: Provide the names and contact information of the owner ("Landlord") and manager of the Building, and any mortgagees.
  - C. Building Vacancy: Specify building size (rentable square feet ("RSF"), current vacancy, and the amount of sublease space currently available in the building.
  - D. Rentable/Usable Factor: Indicate the percentage factor and state if the usable versus rentable calculation is based on a load or loss factor. Provide a sample calculation. Indicate if the factor represents a multi-tenant floor, single-tenant floor, or a combination of both. Verify that the space is contiguous and measured per the most recent BOMA standards below. The measurement standard for determining rentable and usable square footage shall be in compliance with Building Owners and Managers Association International ANSI Z 65.1 Method © 1996 ("BOMA"). ECDSS shall, at its sole expense, have the right to measure the Premises.
  - E. Parking: Designated/reserved parking is not a requirement for this RFP, however if available, please provide a complete description of any parking accommodations for the Building, including a parking site plan with spaces shown and the total number of spaces available. 0
  - F. Building and Codes: Provide data on Building and Fire and Safety codes under which the Building was built, as well as codes currently in effect. Indicate the year of construction of the Building, as well as years and history of any subsequent renovations.
  - G. Rules & Regulations: Provide a copy of all Building "Rules and Regulations" including those related to ECDSS selection and use of construction managers, general contractors, architects and engineers.
  - H. No Smoking Policy: Indicate the Building's smoking/non-smoking policy and how Landlord assures compliance with the Rules and Regulations concerning smoking.
  - I. Amenities: Describe the amenities or special services that will be available in and around the Building (conference rooms, cafeteria, teleconferencing, health club, daycare, bank,

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etc.), along with availability, hours of operation and any related costs. Describe Building access to public transportation. Indicate whether the Building is energy star rated or LEED certified and note level achieved.

#### LEASE

1. Lease Term: Provide your proposal based on a five (5) year term.
2. Premises: Provide detailed floorplans indicating where the proposed space is location within the building(s) for either one or both of the requirements listed below. The requirements below are independent of each other and do not need to be contiguous or in the same building;

##### Child Welfare Department

Approximately 65,500 +/- square feet of general office space which is further defined in the attached space programming spreadsheet label Exhibit "A-1". ECDSS reserves the right to adjust this number based on final space plans. The actual square footage of the Premises will be subject to final measurement by ECDSS in accordance with the Measurement Standard. Indicate the number of passenger elevators in the Building. If multiple elevators exist, indicate which passenger elevator bank will serve that floor and which other floors are included in that elevator bank. Indicate the ceiling height, floor loading capacity and column spacing on the proposed floor. Note the number and location of service elevators, if any.

##### HEAP Department

Approximately 16,000, square feet of ground floor space which is further defined in the attached space programming spreadsheet label Exhibit "A-2". ECDSS reserves the right to adjust this number based on final space plans. The actual square footage of the Premises will be subject to final measurement by ECDSS in accordance with the Measurement Standard. Indicate the number of passenger elevators in the Building. If multiple elevators exist, indicate which passenger elevator bank will serve that floor and which other floors are included in that elevator bank. Indicate the ceiling height, floor loading capacity and column spacing on the proposed floor. Note the number and location of service elevators, if any.

3. Floor Plate: Submit copies of the Premises floor plate(s) which indicate usable and rentable area indicating the specific area proposed for tenancy. Provide 1/8" scale

electronic floor plans (AutoCAD Version 14) suitable for the development of space plans for the floor(s) proposed.

4. Status of Proposed Premises: Indicate whether the Premises are currently encumbered (i.e.: leased and/or occupied by another tenant; other tenants have expansion options or rights of first refusal; etc.).
5. Use: The Premises may be used for general, administrative offices, as well as for public access to the services rendered by ECDSS. All other legally permitted uses shall be allowed. Hours of operation shall be up to 24 hours per day, 7 days per week.
6. Occupancy: Landlord will allow ECDSS to design and construct any Tenant Improvements to the Premises, with reasonable approval of contractors and/or plans by Landlord. Landlord will cooperate with ECDSS in obtaining building permits and data circuits prior to delivery of the Premises. The rent commencement date of the Premises will be contingent upon the completion of ECDSS work. Landlord agrees to complete Landlord's work and allow ECDSS access to the Premises as soon as reasonably possible following execution of a lease consistent with this RFP, for completion of ECDSS work. 14.95 + E 14 + E
7. Base Rent: Provide your proposed annual base rent for each year of the Lease term, and for each RSF of the Premises. Specify whether the base rent is on a full-service gross basis (including all operating expenses, utilities, and real estate taxes) or on a net basis (excluding operating expenses, utilities, and real estate taxes). ↓
8. Rent Abatement: ECDSS requests rent abatement equal to [one] month for each year of Lease Term to be taken on a month-to-month basis beginning on the Lease Commencement Date. Indicate the amount of rent abatement to be provided. 1 month
9. Operating Expenses & Real Estate Taxes: Where base rent is on a gross basis, ECDSS will be responsible for its share of operating expenses, utilities and real estate taxes ("Taxes") for subsequent years over actual base year expenses that are included in the base rent. ECDSS requests a base year for operating expenses of CY 2017, and a base year for Taxes of FY 2017.

9.1 Indicate each base year and estimated amount of expense stop over which ECDSS will pay its prorata share of increases in operating expenses and Taxes.

9.2 Provide a breakdown of the operating expense and Tax figures that have been budgeted for the base year and the following lease year. Provide the



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operating expenses and Taxes actually paid for the previous 2 years. Provide a copy of the Building capital budget for the first 2 lease years. Base year Taxes and operating expense must reflect a fully occupied Building. ECDSS requires a 3 % annual cap on future increases in operating expenses. ECDSS will not be responsible for increases in Taxes or operating expenses due to the sale, transfer, or mortgaging of all or a portion of the property, any interest therein, or the property ownership entities.

9.3 Provide a sample calculation for deriving ECDSS's pro rata share, including building total RSF.

9.4 ECDSS will have the right to audit the Landlord's books and records for purposes of verifying that tax and operating expenses are in accordance with the Lease provision and that generally accepted accounting principles have been consistently applied.

10. Capital Replacements: Landlord shall be responsible for all work and costs related to the repair and replacement of capital components including: foundation, footings, concrete slab, concrete pier, structural steel, roof deck, roof membrane, exterior walls, building façade, underground utilities, parking lot and drainage, mechanical systems including electrical transformers, HVAC units, chillers, etc. Capital costs shall not be included as an operating expense.

11. Moving Allowance: ECDSS requests a moving allowance of \$2.00/RSF. State any moving allowances offered by Landlord.

12. Additional Incentives: State any additional incentives Landlord will provide to secure ECDSS's tenancy.

13. Security Deposit: None.

14. Electricity: ECDSS requires standard office electric power, exclusive of base Building HVAC. Specify the watts per RSF available to ECDSS below the finished ceiling and how electrical usage is billed.

15. Heating, Ventilation & Describe the HVAC system:

15.1 Air Conditioning: ECDSS requires HVAC from 7:00 a.m. to 7:00 p.m. Monday-Friday and 8:00 a.m. to 3:00 p.m. on Saturdays. Provide heating and cooling specifications and the current cost for extended hours of operation beyond base

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hours. Indicate whether the HVAC system is capable of maintaining temperatures between 70 ° F and 74 ° F throughout the Premises given occupancy of up to 5 persons per 1000 RSF of space and electric power consumption of 8 watts per RSF. Please provide the overtime rate (if any), for HVAC, and tonnage available and any associated cost (if any). Indicate whether Landlord will provide supplemental which ECDSS may require 24/7/365.

16. Engineer's Reports: Provide a mechanical engineer's report completed within the last 12 months with detail as to the age, condition, size, recommended repairs and remaining useful life of the existing HVAC, sprinkler, electrical and plumbing systems.

17. Tenant Improvements: ECDSS requests a tenant improvement allowance ("Allowance") of \$25.00/RSF. Detail any Allowance being offered within the quoted Base Rent structure. Any unused Allowance may be used by ECDSS at its sole discretion: (1) to offset other costs of the project, including but not limited to, furniture, architectural, engineering and design costs, voice and data cabling, security system, signage and moving; or (2) taken as free rent.

17.1 ECDSS shall have the right to hold the contract for ECDSS's Tenant Improvement work. If ECDSS elects to contract directly for their Tenant Improvement work, Landlord shall not charge construction management, administration or inspection fees.

18. Landlord's Work: Provide detail of any Base Building or other work Landlord will complete at Landlord's sole cost and expense in order to meet ECDSS's requirements, including scope of work and completion dates. Provide detail as to the scope and completion date for all work required for ECDSS's occupancy above the ceiling in the Premises, which work shall be completed by Landlord at Landlord's sole cost and expense.

19. Right of First Refusal: ECDSS requires a continuing right of first refusal ("ROFR") for contiguous space on the floor or if a full floor is occupied a ROFO for any contiguous floors. Where ECDSS is occupying 50% or greater of the total space in the Building, ECDSS shall have a ROFR on all space in the Building subject to any existing rights.

20. Options: Detail proposed renewal, expansion and termination options. Detail any existing rights in the Building for expansion and/or termination.

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21. Roof Access and Usage: ECDSS requests the right, at any time during its Lease term, to locate and install, at no additional cost other than the cost associated with actual installation, a satellite dish and other equipment on the roof of the building. ECDSS shall have unrestricted access to the roof, equipment rooms, telephone rooms and other areas in which ECDSS's is equipment placed.
22. Janitorial Services: ECDSS will require routine janitorial services in the Premises 5 nights per week with the exception of national holidays. Indicate whether the costs for these services are including in the building operating expense or are contracted with and paid directly to the vendor by ECDSS. Attach a copy of the Building Janitorial Schedule of Services.
23. Storage Space: Indicate the cost and location of any storage space available to ECDSS within the building, how the space is secured and whether or not it is climate controlled. 43
24. Major Tenants: List major tenants in the Building and the project. Provide a stacking plan of the Building detailing all tenants and lease termination dates, ROFR, ROFO and expansion options.
25. Right to Sublease: ECDSS requires the right to sublease any portion of the Premises to any related entities without Landlords consent.
  - 25.1 For unrelated parties, ECDSS shall have the right to assign or sublease any portion of the space subject to consent of the Landlord, which consent shall not be unreasonably withheld.
26. Signage: Confirm that ECDSS will have signage at the entrance to the Premises and in the elevator lobby, at Landlord's cost. Indicate all additional interior or exterior signage that is available.
27. Security: Describe the Building's security system. Confirm that ECDSS will have building access 24 hours a day, 365 days a year and a computerized security system at each ingress/egress location to the premises. If ECDSS's card key access system is compatible with the Building security system, confirm that ECDSS shall have the right to connect its cardkey access system with the Building's system. Identify the scope and extent of life safety and fire protection systems, such as sprinklers and smoke detectors that are in place for the Building.

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28. Americans with Disabilities Act: Indicate whether the Building currently complies with the ADA requirements.
29. Environmental Issues: Landlord will represent to ECDSS that to the best of its knowledge, no toxic, explosive or other dangerous materials or hazardous substances including but not limited to asbestos are present in the Building, or the Premises (including flooring) or on the property or have been concealed within, buried beneath, released on or from, or removed from the stored off-site of property.
30. Non-disturbance: ECDSS requires a non-disturbance agreement from any current or future mortgagees.
31. Financial Statements: ECDSS will require auditable financial statements for the Building.
32. Existing Relationships: Describe in detail any existing or contemplated direct or indirect contractual relationship that Owner/Landlord has with the County of Erie or any of its agencies or affiliates.
33. Brokerage Fee: ECDSS has selected CBRE-Buffalo as its Broker to negotiate the business terms of the proposals and subsequent lease documents. A brokerage fee equal to five percent (5%) of the total rent proceeds for the base lease term will be due to the selected Broker, CBRE-Buffalo, by Landlord upon full lease execution. A copy of the fee agreement is attached as Exhibit "C". Please fill out and submit an executed fee agreement with your response.

Please forward two (2) original and one (1) PDF copy of your proposal including all requested documentation in the RFP, no later than Friday, June 3, 2016 at 4:00 PM EST. Proposals received after this date will not be considered.

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Submission of proposals should be directed to:

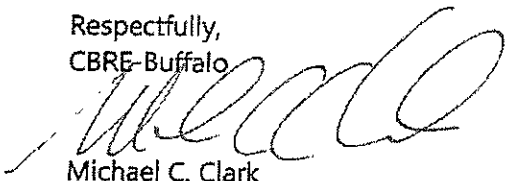
Michael C. Clark, Director  
CBRE-Buffalo  
257 West Genesee Street, Suite 160  
Buffalo, New York 14202  
michael.clark@cbre-buffalo.com

Upon mutual agreement and acceptance of business the terms outlined in this RFP, Landlord shall execute a Letter-of-Understanding outlining those terms subject to an agreed upon and mutually acceptable lease. Landlord agrees to provide a draft lease document reflecting those business terms within 5 business days of acceptance. ECDSS reserves the right to accept any offer, refuse all offers, or to submit a counter offer to any proposal without further notice to you or any other potential landlord.

**Each item of this RFP must be addressed specifically. The above terms and conditions are subject to the final review and approval of ECDSS. We recommend an aggressive position in your response to compete favorable and to expedite the process of finalizing the building candidates.**

Please accept in advance our thanks for your time and effort in responding to this request for proposal. Should you have any questions regarding this RFP or any of the attachments, please do not hesitate to call. We look forward to receiving and reviewing your proposal.

Respectfully,  
CBRE-Buffalo



Michael C. Clark  
Director

Cc:

Mary Ellen Brockmyre, Second Deputy Commission-Social Services, Erie County

Exhibit "A-1" – Tenant space specifications Child Welfare Department  
Exhibit "A-2" – Tenant space specifications HEAP Department  
Exhibit "B" – Building specifications  
Exhibit "C" – Brokerage Fee Agreement

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Exhibit "A-1" – Tenant space specifications Child Welfare Department

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Exhibit "A-2" – Tenant space specifications HEAP Department

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notes:  
4 copiers  
recycle bins

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EXHIBIT "B" - Building Specifications

General Building

1. What is the slab-to-deck height within the proposed Premises?
2. What is the column spacing?
3. What is the live load capacity in allowable lbs/RSF?
4. Is there a floor duct system for wiring?
5. Is the building equipped with a smoke purge system?
6. Are stairwells pressurized upon initiation of fire detection system?
7. What is the fixture count/ floor/ Men's and Woman's restrooms?
8. Are restrooms ADA compliant?
9. Are the Premises asbestos and lead free?
10. Are there any known hazardous materials in the Premises?
11. How many passenger elevators serve the Premises?
12. Who is the passenger elevator manufacturer?
13. What is the capacity of each passenger elevator?
14. How many freight elevators serve the Premises?
15. Who is the freight elevator manufacturer?
16. What is the capacity of each freight elevator?
17. What are the dimensions of the freight elevators?
18. Is there re-entry from Building internal stairwells?
19. Provide any engineer's reports completed within the past 12 months indicating the size, capacity, age, condition, remaining useful life, recommended repairs and replacements for the; roof membrane, HVAC system, electrical and plumbing systems.
20. Provide a schedule of planned Capital Improvements and Replacements over the lease term for systems and common areas serving the Building and the Premises.

Electrical

1. Who is the provider of electricity to the Building?
2. How many feeds exist?
3. Are paths diverse?
4. What capacity in kW/RSF is available to tenant?
5. Is kW/RSF based on connected or demand load?
  - a. Indicate available watts/RSF above the finished ceiling as well as below the finished ceiling.
6. What is the tenant cost in \$/kW?
7. How is usage determined?

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8. Will landlord provide space for tenant to install redundant oil fired back —up electrical generators to back up critical systems?
9. Will landlord provide paths from tenant's emergency generator to tenant's electrical closets?
10. Who is the manufacturer of the base building Fire Detection System?
11. What voltage is the building riser?
12. Does landlord provide bus taps and disconnects at riser?
13. Does landlord provide step down transformation?
14. Does landlord provide power distribution panels?

#### Base Building Systems & Finishes

Will the Premises be delivered with any of the following? If so please provide a detailed description of systems/ finishes including equipment manufacturers, type and model number and sequence of operations, where applicable:

- A. Sprinkler system
- B. Ductwork
- C. Flex drops and diffusers
- D. Thermostats and VAV boxes
- E. Lighting
- F. Lighting control system
- G. Ceiling grid
- H. Ceiling tiles
- I. Fire detection system
- J. Fire extinguishers
- K. Exit Lighting
- L. Other

#### HVAC

1. What are the guaranteed temperature specifications for Premises?
2. What is the maximum number of people per RSF?
3. What is the volume of air, in CFM, moved through the Premises?
4. What percentage is outside (make-up) air?
5. Are air handlers equipped with Variable frequency drives?
6. What is the static pressure maintained in duct work?
7. Is power consumed by base building HVAC equipment included in base rent O & M expenses paid directly by tenant?
8. Who is the manufacturer of the Building Management System?

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9. What is the cooling capacity in tons for the Premises?
10. What type of perimeter heat does the building have?
11. How many tons of supplemental cooling are available to the Premises?
12. Is supplemental cooling backed up by an emergency generator? If so, please detail size and capacity.
13. Is supplemental cooling condenser or chilled water?
14. Is there a tap fee for supplemental cooling?
15. Is there a use fee for supplemental cooling?

#### Security

1. Is there 24/7/365 security for the Building? Please provide details of coverage.
2. The tenant will install access control within the Premises compatible with the base Building system. The tenant's intent is to have one access badge that provides access to the base Building and authorized areas within tenant's space. Will the landlord assist tenant and coordinate that activity to whatever extent required?
3. Who is the manufacturer of the base Building access control system?
4. Will landlord manage access control including issuing badges as part of base rent?
5. Describe the security staff levels in the Building.
6. Who is the security provider?
7. Is the Building accessible by tenant 24/7/365?
8. Describe the process for visitor entry into the Building. Describe the process for tenant entry into the Building after-hours.
9. Are access control and surveillance cameras backed up by UPS/emergency generator?
10. Is video from CCTV available to tenant?

#### Voice & Data

1. Who are the current telecom local access providers servicing the Building (Verizon, TWC, AT&T)?
2. What is the current local access capacity of each provider services (OC3, OC12, and OC46645 Transit Road, Lancaster, NY (Tax i.d. # 082.030-01-51.11)8)?
3. Who are the cable providers (for Internet access) servicing the Building (e.g. Verizon, TWC, etc)?
4. Where is the Building's current telecom demarcation location (floor/wing)?
5. What is the current telecom cable path provided from the street, Building entry point/s, internal fiber route, and available provider fiber capacity?
6. Are multiple entry points for fiber or telecom access available to provide diversity?

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7. Does the landlord require local access provider equipment to be located in core/common Building space (vs. in MM NER)?
8. Please confirm the availability of core hole capacity within the riser closets to support the installation of an 1 □" inner-duct. If core holes are not available within each riser closet, then landlord shall permit tenant's electrical contractor to install 2" core holes within each such closet at time of construction.

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EXHIBIT C – Brokerage Fee Agreement

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Part of the CBRE affiliate network

257 W. Genesee Street  
Suite 160  
Buffalo, NY 14202

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EXHIBIT "C"

COMMISSION AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_, hereinafter referred to as LANDLORD and **CB Richard Ellis-Buffalo**, 257 West Genesee Street, Suite 160, Buffalo, New York 14202, hereinafter referred to as BROKER. This Agreement is hereby entered into and executed by the LANDLORD and BROKER in the event a lease is consummated between LANDLORD and **ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES AND/OR DEPARTMENT KNOWN AS HEAP**, (or related company or corporation), hereinafter referred to as the TENANT. This Agreement is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the LANDLORD and BROKER.

**FIRST:** In the event a lease agreement is executed between the LANDLORD and the TENANT for the any property owned or controlled by the LANDLORD, the LANDLORD agrees to pay the BROKER a commission, in cash, of five percent (5%) of the aggregate scheduled rent for the initial term of the lease. The commission shall be paid by the LANDLORD to the BROKER as follows:

***Fee is due and payable upon full lease execution. In the event there are lease contingencies the fee is due and payable upon Tenant waiving all such contingencies.***

**SECOND:** It is agreed that if the TENANT, successors, or assigns, expands during the initial term, then, and in that event, the LANDLORD will pay to the BROKER a commission, by certified check or bank draft, of five percent (5%) of the aggregate scheduled rent for the expansion space. It is further agreed that if TENANT, successors, or assigns exercise's any renewal options, the LANDLORD will pay to the BROKER a commission, by certified check or bank draft, of three percent (3%) of the aggregate scheduled rent for any option terms exercised. The commission shall be paid at the time of the full execution of the expansion agreement(s) and/or option agreement(s).

**CB RICHARD ELLIS-BUFFALO, DBA CBRE-BUFFALO  
BROKER**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**LANDLORD**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_