



SITE SERVICES & GROUND LEASE AGREEMENT DRAFT TEMPLATE

Property Location: Eastman Business Park – Buildings 18, 40 & 48

Tenant's Name:	NEW TENANT
State of Formation for Tenant Entity:	NEW TENANT
Tenant's Address and Name/Title of Person at Tenant to Receive Notices:	NEW TENANT
Property Address for Premises: (Is it in EBP or other Kodak property)	Eastman Business Park 1669 Lake Avenue Rochester, NY 14615
Describe Other Improvements Included in the Ground Lease, if any:	Building(s): [Provide Numbers] _____ Not applicable at this time _____ Tanks: _____ Other: _____
Which Municipality is the Property Located In:	____ Town of Greece <u>XX</u> City of Rochester ____ Other: _____
Does Tenant Have the Right to Use any Common Areas associated with the Property:	<u>XX</u> Yes ____ No <u>XX</u> Cafeteria <u>XX</u> Delivery Areas <u>XX</u> Parking Areas Other: _____
Commencement Date for Occupancy:	To Be Determined
Length of Term; Expiration Date:	Generally 20 year lease; negotiable
Is Tenant Buying Any Buildings; Other Improvements:	____ Yes ____ No Purchase Price: \$ _____ To Be Determined _____
When Do Ground Lease Rent Payments Commence:	____ On Commencement Date ____ On Another Date. Describe: To Be Determined _____
Are there any Termination Rights in either Landlord or Tenant? (Describe same)	____ By Landlord. Describe same: _____ ____ To Be Negotiated _____ ____ By Tenant before the Commencement Date (i.e., a contingent lease). Describe the contingency: _____ ____ By Tenant after the Commencement Date. Describe right (one-time right, on-going right, any termination fee): _____

<p>Is there any Right to Renew the Term of the Lease Agreement? <i>(Describe same)</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No. To Be Negotiated If Yes: How many Renewal Terms: _____ terms How many years in each Renewal Term: _____ years</p>
<p>Describe Permitted Uses: <i>(Be specific)</i></p>	<p>To Be Determined</p>
<p>Base Rent Amounts During Initial Term: <i>(Set Out Annual Amount and Monthly Installments)</i></p>	<p>See Attached Table</p>
<p>Is there any Escalation of Base Rent:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes describe same: _____ _____</p>
<p>Base Rent Amounts During Each Renewal Term: <i>(Set Out Annual Amount and Monthly Installments including all Escalations of Same)</i></p>	
<p>Is Any Additional Rent Being Charged <i>(Excluding Utilities)</i>: If so, for what.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Common Area Maintenance. How Charged: _____ <input type="checkbox"/> Perimeter Security How Charged: _____ <input type="checkbox"/> Other? <i>Describe Same and How Charged:</i> _____ _____ _____</p>
<p>Will Tenant Be Paying Real Estate Taxes:</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (To be provided by City)</p>
<p>Will Any Tenant Improvements Be Required? <i>(If so describe same and advise which party is to pay for same)</i></p>	<p>No, assume new tenant full owner of buildings</p>
<p>Describe Services Landlord is to Provide: (Excluding Utilities)</p>	<p>Check Any the Apply <input type="checkbox"/> YES Emergency Services <input type="checkbox"/> YES Security (Perimeter only) <input type="checkbox"/> YES Common Area Maintenance – External Building (Landscaping, Snow removal?) <input type="checkbox"/> Rail Service (AVAILABLE, but tenant funds) <input type="checkbox"/> Others? <i>(Describe):</i> _____ _____</p>
<p>Describe Services Tenant is to Provide:</p>	<p><input type="checkbox"/> Yes Mail/Package Delivery (working with USPS) <input type="checkbox"/> Yes Telephone/Internet <input type="checkbox"/> Yes Hazardous Waste Removal <input type="checkbox"/> YES In building Premises Security <input type="checkbox"/> YES Cleaning/Janitorial/Trash Removal <input type="checkbox"/> YES Maintenance and Repair of All Buildings and Improvements and Tenant's Furniture/Equipment <input type="checkbox"/> Others? <i>(Describe):</i> _____ _____</p>

Is Landlord Imposing Any Service Charges on Tenant:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (All charges would be identified in ground lease) If so, describe: _____	
Will Tenant be Entering into a Utilities Services Agreement:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No With Whom: <u>Recycled Energy Development, Inc. (RED-Rochester is the company that services Eastman Business Park)</u> Are Utilities Separately Metered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No How will Tenant be Charged for Same: <u>By RED</u> _____ _____	
Will Tenant Be Provided Any of the Following Utilities; If so by Whom: To Be Negotiated – Between RED and New Tenant	Check All That Apply:	Who Provides
	___ Steam	
	___ Water	
	___ Compressed Air	
	___ Clean Room Services	
	___ Electric Energy	
	___ Chilled Water	
___ Nitrogen		
Others? Describe service and who will provide: _____		
Is there anything Unique About How Tenant will Pay for Any Utilities: To Be Negotiated – Between RED and New Tenant	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: _____ _____ _____	
Will Tenant Be Using the Industrial Sewer: To be Determined – Between RED and New Tenant	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, KWIC Profiles will be required	
How Much Liability Insurance does Kodak Need from Tenant:	<input type="checkbox"/> \$1 million <input checked="" type="checkbox"/> \$5 million (Standard for EBP) <input type="checkbox"/> \$10 million <input type="checkbox"/> Other? \$ _____	
Is Automobile Insurance required From Tenant	<input type="checkbox"/> Yes <input type="checkbox"/> No To Be Determined Based on Business Function	
Any Signage Rights Granted to Tenant? (If so, describe same)	YES	
Is Parking Available to Tenant? (Describe same)	YES, substantial parking available in vicinity of building, and some on-plant parking as well	
Are there Any Real Estate Brokers Involved with this Lease	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. If Yes identify same: _____ _____	

Does Tenant Have the Right to Close/shut Down Any Buildings, Improvements Located on the Land:	<input type="checkbox"/> Yes <input type="checkbox"/> No To Be Negotiated
Does Tenant have to Demolish/Remove Any Buildings, Improvements Located on the Land at the End of the Term:	<input type="checkbox"/> Yes <input type="checkbox"/> No To Be Negotiated
Does Tenant Have An Option to Purchase the Land if It is Legally Subdivided:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is there a Security Deposit Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Amount: \$ <u>First month's ground lease rent</u>
Is there a Tenant Guarantee Required	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who will provide same? <input type="checkbox"/> To Be Negotiated <u>_____</u>
Any Other Unique Facts or Conditions? (Please Specify)	<u>_____</u>

Included Documents:

- Include Map of the Property or Other Appropriate Exhibit(s) including Location of Parking
- Need Exhibit Detailing Special Services; Any Unique Utilities Billing, Etc.

Term Sheet Approved by:

Name: Arline M. Liberti, Director, Site Operations & Corporate Real Estate

Date: February 4, 2016, 201

PRICING STRUCTURE OF SITE SERVICES & GROUND LEASE:

SITE SERVICES	ACREAGE	ANNUAL \$\$
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Includes: - Fire Protection and Emergency Services - Security Services - Common Area Maintenance	2.09 Acres (Bldgs. 18, 40, 48)	\$51,085
GROUND LEASE (Land)	2,09 Acres (Bldgs. 18, 40, 48)	\$16,720
TOTAL SITE SERVICES & GROUND LEASE		\$67,805***

***Annual escalations not included in above quotes