

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/1/2011

LEASE NO. 1.NY23818

BUILDING NO: NY7261

THIS LEASE, made and entered into this date by and between **Randall Benderson 1993-1 Trust and Jeffrey S. Wereski, LLC** whose address is **570 Delaware Avenue, Buffalo, New York 14202.** as tenants in common known for tax purposes as **93-1/JW Associates**

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

8,836 rentable square feet which yields 8,550 ANSI BOMA office area square feet of office and related space located on the ground floor of the building known and designated as Hazeltine Plaza located at 321 Hazeltine Avenue, Jamestown, New York, 14701 as shown on the demising plan labeled Exhibit "A" attached hereto and made part hereof, to be used for office and related purposes.

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

SEE PARAGRAPH 12 OF THE RIDER TO THIS LEASE

3. The Government shall pay the Lessor annual rent of

\$ _____

SEE PARAGRAPH 13 OF THE RIDER TO THIS LEASE

Rent for a lesser period shall be prorated.

Rent checks shall be made payable: Randall Benderson 1993-1 Trust and Jeffrey S. Wereski, LLC

570 Delaware Avenue

Buffalo, New York 14202

4. The Government may terminate this lease in whole, or in part, at any time after five (5) years by giving at least one hundred and twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

- ~~5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing. (Intentionally Deleted)~~

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

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

SEE PARAGRAPH 8 OF THE RIDER TO THIS LEASE

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names and seals:
LESSOR: [Redacted] 1993-1 Trust and Jeffrey S. Wereski, LL[Redacted]
Randal [Redacted] 1993-1 Trust

BY _____

Sha [Redacted] Counsel and MGS
Aut [Redacted] E

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4/21/11

[Redacted]

[Redacted]

570 Delaware Avenue
Buffalo, NY 14202
(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY [Redacted] Contracting Officer
(Official title)

STANDARD FORM 2 - A
FEBRUARY 1965 EDITION

Initials: MS & [Signature]
Lessor Government