

LEASE NO. GS-02B-23885

THIS LEASE is made and entered into between

Randall Benderson 1993-1 Trust, division of Benderson Properties, Inc.

("the Lessor") and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

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

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

10 YEARS, 5 YEARS FIRM

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters herein. The signatures below shall be understood to have any authority to bind their principles unless explicitly delegated by notice to the other party, or to the extent such authority is limited, the Government shall have the right to substitute its Lease Contracting Officer.

[Redacted signature area]

Lease Contracting Officer
U.S. General Services Administration
1 Federal Plaza, Room 18-100, New York, NY 10278
Tel. 212-264-1707
Fax 212-264-4207
dmitriy.betsler@gsa.gov

Date: 1/13/2012

Date: 11/13/2011

[Redacted signature area]

Date: November 13, 2011

SHERRY A. KEKLAK
Notary Public, State of New York
Registration No. 01KE6018498
Qualified in Erie County
My Commission Expires January 11, 2015

SECTION 1 RENT AND OTHER TERMS

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

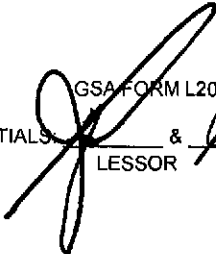
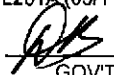
1.03 RENEWAL OPTIONS (SIMPLIFIED LEASE) (APR 2011)

~~This Lease may be renewed at the option of the Government for a term of X YEARS at the rental rate(s) set forth in Exhibit A, Section II, Line 10, Box 10H (and, if applicable, Box 11H), provided notice is given to the Lessor at least 60 days before the end of the original lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.~~

1.04 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)

The following documents are incorporated by reference, as though fully set forth herein:

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. **8NY2516**
- Exhibit B, Floor Plan Delineating the Premises Dated 12/31/96
- Exhibit C, Agency Specific Requirements Package (ASRP) for the [REDACTED] - [REDACTED] Dated 06/15/2011
- Exhibit D, GSA Form 3518A, Representations and Certifications (Rev. 1/07)
- Exhibit E, Amendments to RLP No. **8NY2516**

GSA FORM L201A (05/11)
INITIALS  & 
LESSOR GOV'T