

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

NY7138 22

DATE OF LEASE

5 MAR 1998

LEASE NO.

GS-02B-22921

NY 6905-22

THIS LEASE, made and entered into this date by and between
EJM Airport LLC, a New York limited liability company,

whose address is

c/o Edward J. Minskoff Equities, Inc.
1325 Avenue of the Americas
New York, New York 10019

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:

All of the rentable and occupiable space consisting of approximately 204,000 rentable square feet of space to yield approximately 173,150 occupiable square feet of a five story building plus basement (providing approximately 30,000 rentable square feet of the foregoing total), to be constructed on a 9.03 acre site at the corner of Rockaway Boulevard and 159th Street, Springfield Gardens in the Borough of Queens, City and State of New York, with 815 parking spaces

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 SEE RIDER PARAGRAPH 6

3. The Government shall pay the Lessor annual rent of \$ 8,817,812.06 at the rate of \$734,817.67 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

EJM Airport LLC
c/o Edward J. Minskoff Equities, Inc
1325 Avenue of the Americas
New York, New York 10019

~~4. The Government may terminate this lease by giving at least _____ 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.~~

RF
EJM

6. The Lessor shall furnish to the Government, as part of the rental consideration

All labor and materials necessary to construct and complete the [redacted] Facility and the other Improvements in accordance with the requirements of this Lease so as to deliver the [redacted] Facility and the other Improvements Substantially Complete by the Required Substantial Completion Date (as such capitalized items are hereinafter defined): subject, however to the Government's obligation to pay for the L-S and XX items as provided in paragraph 4 of the Rider attached to and incorporated in this Lease.

In addition, as part of the rental consideration, the Lessor shall provide all services and utilities such as all electricity for lights, outlets and air conditioning, fuel for heating, janitorial service and maintenance; as more specifically outlined in Section E of this Lease; provided that the Government shall be responsible for the cost of overtime heating, cooling and ventilation as provided, in paragraph 11 of the Rider attached hereto and incorporated herein.

7. The following are attached and made a part hereof:

See paragraph 2 of the Rider of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY

[redacted signature]

(Signature)

IN PRESENCE OF

[redacted name]

1325 A.E. OF THE AMERICAS WY. WY 10019
(Address)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY

[redacted name]

Contracting Officer

(Official title)