

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE: 4-5-2012
	TO LEASE NO. GS-02B-23608 (NY 7220ZZ)	

ADDRESS OF PREMISES: 500 Plum Street
Syracuse, NY 13204-1496

THIS AGREEMENT made and entered into this date by and between Plant No. 2 Associates whose address is: 500 Plum Street
Syracuse, NY 13204-1496
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend above Lease to accept the tenant improvements, establish the change order amounts, establish the date of lease commencement, rental amount, tenant improvement amortization calculation, and update Broker Commission and Commission Credit amounts.


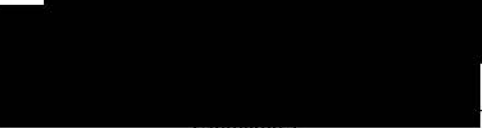
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon signing by both parties as follows:


SEE ATTACHED

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Plant No. 2 Associates

BY 

(Signature)

Executive Committee Member
(Title)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY 

Contracting Officer
(Official Title)

Lessor: JAY Government: [Signature]

**SUPPLEMENTAL LEASE AGREEMENT # 2
TO LEASE # GS-02B-23608**

1. Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 3, 2011** and continuing to **November 2, 2021**, subject to termination and renewal rights contained in the Lease.

2. Paragraph 8 of the Rider to Lease is hereby deleted in its entirety and replaced with the following:

The Government shall pay the Lessor for the total cost of the Tenant Improvements as follows:

The Government and the Lessor have agreed that the total cost of the Tenant Improvement is \$504,355.99 . This amount includes the original approved amount in the Notice to Proceed dated August 16, 2011 of \$345,204.00 and the approved change orders as itemized in the table below. The Tenant Improvement cost includes the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements.

The Lessor agrees to contribute a tenant improvement allowance of \$504,355.99. The Lessor contribution toward the TI cost will be amortized over the five (5) year firm term of the lease, compounded at an interest rate of 8.5 % per annum for a total annual payment of \$124,171.68, paid monthly in arrears in the amount of \$10,347.64 which is included in the total monthly rent as stated in Paragraph 3 below.

Lessor  Government 

**SUPPLEMENTAL LEASE AGREEMENT # 2
TO LEASE # GS-02B-23608**

3. Paragraph 9 of the Rider to the Lease is hereby deleted in its entirety and replaced with the following:

The Government shall pay the Lessor an annual rent of \$311,694.04 (\$20.8421 per rentable square foot (RSF) and \$23.8134 per ANSI/BOMA office area square foot (ABOA)) at the rate of \$25,974.50 per month in arrears. Year one (1) through five (5) annual rent includes \$8.303/RSF, \$124,171.68 per annum for amortization for lessor contribution of Tenant Improvement cost.

4. Paragraph 10 of the Rider to the Lease is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything in Paragraph 9 and 10, the first five (5) months rental payments shall be abated as provided herein. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO - 8NY2223, CB Richard Ellis is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [REDACTED] for the five (5) years of the firm term value of this lease ("Commission"). The total amount of the commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of SFO, CB Richard Ellis has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit in the amount of [REDACTED] per the terms outlined in the Commission Agreement following execution of this lease by the Government.

The shell rental portion of the annual rental payment of \$89,616.64 or \$7,468.06 per month due and owing under paragraphs 9 and 10 of the Lease Rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fifth (5th) month of the lease term as follows: Monthly Rental Payments \$25,974.50 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Monthly Rent.

5. Lease No. LNY23060 is considered null and void with the commencement of this lease No. GS-02B-23608 and all holdover rents paid subject to lease No. LNY23060 after the commencement of this lease No. GS-02B-23608 shall be credited back to the Government. Such credit shall not affect the annual rent as stated in Paragraph 9 or the Commission or Commission Credit stated in Paragraph 10 of the Lease.
6. Except as modified by this Supplemental Lease Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Supplemental Lease Agreement conflict with any term and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall govern and control.

