

9N42539

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. <u>1</u>
	TO LEASE NO. <u>GS-02B-23858</u>

ADDRESS OF PREMISES 6560 Niagara Falls Boulevard
Niagara Falls, New York 14304-1550

THIS AGREEMENT, made and entered into this date by and between Realty Development West LLC

whose address is 570 Delaware Avenue
Buffalo, New York 14202-1284

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

WHEREAS, the parties hereto desire to amend the above Lease to provide for: the effective and expirations dates of the lease, the commencement of rent and the one time lump sum payment for tenant improvement costs above the Tenant Improvement Allowance amortized in the rent.

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

SEE ATTACHED

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

FOR THE LESSOR

Signature: _____ *MGS*
 Name: _____
 Title: _____
 Entity Name: _____
 Date: 10/28/12

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 12/12/2012

WITNESSES

Signature: _____
 Name: Mark Spelman
 Title: Counsel
 Date: 10/28/12

1. The total actual cost of the tenant improvements associated with the construction of the Government's leased space is \$636,071.80 (including the change orders indentified in Attachment #1). Of this amount, \$482,232.78 is amortized as part of the annual rental described in Paragraph 13 of the Lease. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$153,839.02, which is the difference between the total actual cost of the tenant improvements set forth above less the tenant improvement allowance amortized in the rent.

2. The Government shall pay the Lessor, upon receipt of a proper invoice, a one-time lump sum payment in the amount of \$153,839.02, which is the difference between the total actual cost of the tenant improvements set forth above less the tenant improvement allowance amortized in the rent. The Lessor (Realty Development West LLC) shall submit one (1) invoice in the amount of \$153,839.02 to: U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following PD number: **PS0025045** prominently displayed as a reference on the invoice.

3. The term of the Lease, together with the rental payments set forth in Paragraph 13 of the Lease, shall commence on September 7, 2012 and shall continue through and including September 6, 2022.

4. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Supplemental Lease Agreement in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under the Lease.

5. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

MS
Lessor

1137
Government