

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02P-23931
ADDRESS OF PREMISES Salina Place 205 South Salina Street Syracuse, NY 13202-1347	PDN Number: PS0028072

THIS AMENDMENT is made and entered into between **Salina White Associates, LLC**

whose address is: **JF Real Estate  
2 Clinton Square, Suite 120  
Syracuse, NY 13202**

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

**WHEREAS**, the parties hereto desire to amend the above Lease: (1) establish the commencement date and lease term, (2) establish termination rights, (3) establish the final tenant improvement costs, and (4) establish the annual rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

SEE ATTACHED

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

JF Real Estate  
2 Clinton Square  
Syracuse, NY  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: SALINA WHITE ASSOCIATES, LLC  
Date: 7/28/14

**FOR THE GOVERNMENT:**

UNITED STATES OF AMERICA, GENERAL SERVICES  
ADMINISTRATION  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
Entity Name: GSA, Public Buildings Service  
Date: 7/30/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: MARLENE M. DEICARDI  
Title: SENIOR VICE PRESIDENT, JF REAL ESTATE  
Date: 7/29/14

1. The term of the Lease shall commence on **May 9, 2014** and shall continue through **May 8, 2029**, subject to termination rights as set forth below.
2. The Government may terminate this Lease (in whole or in part) at any time on or after **May 8, 2019** upon **90 days** written notice to the Lessor. No rental shall accrue after effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Lessor and the Government hereby agree that the final cost of the tenant improvements is **\$525,445.05** which includes the total approved construction cost \$498,202.49 and six (6) approved change orders in the amount of \$27,242.56. Of this amount, \$237,923.18 has been amortized into the rental rate over the **five (5)** year term of the Lease at an interest rate of **6%**. The remaining balance of **\$287,521.87** shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government. The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in this Lease and shall reference Pegasys Document Number **PS0028072**.
4. The Lessor and the Government mutually agree that the Government shall pay the Lessor annual rent as follows:

TERM	ANNUAL RENT	RSF RATE	ABOA RATE	MONTHLY RATE
Years 1-5	\$124,637.17	\$21.53	\$24.76	\$10,386.43
Years 6-15	\$ 69,440.53	\$12.00	\$13.79	\$5,786.71

Rent for a lesser period shall be prorated.

5. The Lessor shall proceed with due diligence to complete the deficiencies noted on the attached punch list annexed hereto and labeled Exhibit "B" by August 1, 2014. In the event the deficiencies are not corrected by August 1, 2014 the Government may proceed in accordance with Paragraph 11, Section 552.270-18, Default By Lessor, located in the General Clauses Section (GSA Form 3517b) of the Lease.
6. 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 Lease Agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:  LESSOR &  GOVT