

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-02B-24175
ADDRESS OF PREMISES 2350 Lafayette Avenue Bronx, NY 10473-1104	PDN Number: PS0032599

THIS AMENDMENT is made and entered into between 2350 Lafayette Avenue LLC.

whose address is: 80 Curtwright Drive, Suite 5
 Williamsville, NY 14221-7055

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

WHEREAS, the parties hereto desire to amend the above Lease. .


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, effective upon execution by the Government as follows:

1. The Government has made changes to the scope of work agreed to under Lease Amendment #1 as shown on the attached Exhibit "A" and these changes shall cost a total of \$502,255.78. Therefore, the total amount authorized for the initial build out of the space is \$6,963,299.78 which has exceeded the Tenant Improvement Allowance stated in the Lease of \$956,495.00 by \$6,006,804.78.
2. Upon substantial completion of the work and receipt of a proper invoice from the Lessor, the Government shall make a onetime lump sum payment in the amount of \$6,006,804.78. The invoice must be submitted from 2350 Lafayette Avenue LLC. and all submitted documents must include PDN# PS0032599 as the reference number. The invoice must be submitted electronically on the Finance Website at www.finance.gsa.gov with a duplicate invoice to the attention of the Contracting Officer, including supporting documentation.
3. The Lessor has provided the Government with a Temporary Certificate of Occupancy (TCO) dated issued by the NYC Department of Buildings and has met the obligations stated in the Lease for construction. Therefore, the Lease term shall commence on April 11, 2016 and expire on April 10, 2031.

This Lease Amendment contains 2 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:

Signature: 
 Name: Michael Hutress
 Title: Manager
 Entity Name: 2350 Lafayette Ave LLC
 Date: 4/12/16

FOR THE GOVERNMENT:

Signature: 
 Name: Scott Elgart
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 4/12/16



WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: JOFF RAINFORTH
 Title: VP
 Date: 4/12/16

4. The Lessor shall complete all items listed on the attached Punchlist labeled Exhibit "B" no later than May 11, 2016.
5. The Real Estate Tax Base is being established as \$354,500.00 and the first escalation will be due upon full payment of the NYC Fiscal Year 2017-18 tax year. All documentation shall be sent to the Government in accordance with the Real Estate Tax Adjustment clause stated in Paragraph 2.06 of the Lease.
6. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	ANNUAL RENT
SHELL RENT YEARS 1-5	\$2,126,296.67
SHELL RENT YEARS 6-10	\$2,190,721.67
SHELL RENT YEARS 11-15	\$2,255,146.67
TENANT IMPROVEMENTS RENT*	\$ 89,279.08
OPERATING COSTS	\$ 297,279.00
PARKING YEARS 1-5	\$ 149,940.00
PARKING YEARS 6-10	\$153,300.00
PARKING YEARS 11-15	\$157,080.00
TOTAL ANNUAL RENT YEARS 1-5	\$2,662,794.75
TOTAL ANNUAL RENT YEARS 6-10	\$2,730,579.75
TOTAL ANNUAL RENT YEARS 11-15	\$2,798,784.75

*The Tenant Improvement Allowance of \$956,495 is amortized at a rate of 4.75 percent per annum over 15 years.

INITIALS:  & 
LESSOR GOV'T