

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 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:

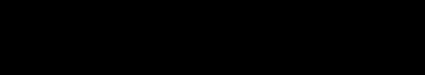
1. The Government has made additional changes to the scope of work agreed to previously under the Lease, Lease Amendment #1, and Lease Amendment #2 as shown on the attached Exhibit "A" and these changes shall cost a total of \$152,978.33.
2. Upon substantial completion of the work and receipt of a proper invoice from the Lessor, the Government shall make a onetime lump sum payment in the amount of \$152,978.33. 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 and Government agree that the annual rent and operating cost base shall be increased by \$30,167.69 to cover all maintenance, repair and/or replacement of the additional items that were constructed, supplied, and installed by the Lessor during the initial buildout of the space that were not included in the original agreement. The items are included on the attached Exhibit "B" along with the frequency of the maintenance. The base amount for operating cost escalations is being changed to \$327,446.69 and the base date for operating cost escalations shall be April 11, 2016.

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.

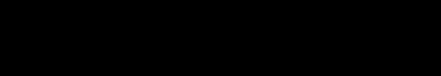
FOR THE LESSOR:

Signature: 
 Name: Michael Huntress
 Title: Manager
 Entity Name: 2350 Lafayette Avenue LLC
 Date: 6/27/16

FOR THE GOVERNMENT:

Signature: 
 Name: Scott Elgart
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9/1/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Cindy D. Danner
 Title: Executive Assistant
 Date: 6-27-16

4. 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	\$ 327,446.69
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	\$2,692,962.44
TOTAL ANNUAL RENT YEARS 6-10	\$2,760,747.44
TOTAL ANNUAL RENT YEARS 11-15	\$2,828,952.44

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

5. The Lessor and Government agree that the changes listed in the paragraphs above represent the final changes related to the initial construction of the demised premises. The Lessor further agrees that no additional change orders will be submitted related to work performed during the initial construction of the demised premises nor any claims against the Government for added scope to the project that may have added time to the project.

INITIALS:

net
LESSOR

&

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GOVT