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<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1  TO LEASE NO. LNY24136
ADDRESS OF PREMISES: Olympic Towers Suites 401 and 460 300 Pearl Street, Buffalo, NY 14202-2504	PDN Number:

**THIS AMENDMENT** is made and entered into between: **Olympia Towers Acquisition Company LLC**

whose address is: ~~257 W Genesee Street, Suite 160, Buffalo, New York 14202~~ *Po Box 447 Odessa, Fl 33556*

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, (1) establish the commencement of the Lease term, (2) establish the Tenant Improvement Allowance, (3) establish the fully serviced rent to include the Shell, Operating, Tenant Improvements (TI), and the Building Specific Security Costs, (4) to establish the Broker Commission Credit, and

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

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.

	<b>FOR THE</b>  Signature Name: e:
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Entity Name: Olympia Towers Acquisition Company LLC  
Date: 10-26-15

GSA, Public Buildings Service,  
Date: 10/28/15

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: \_\_\_\_\_  
Title: EVA  
Date: 10.26.15

1. The term of the Lease, together with the rental payments, shall commence on June 10, 2015 and shall continue through June 9, 2025 subject to termination rights as set forth in the Lease.
2. The amount of Tenant Improvements (TI) for the build out of the Government space is \$8,744.00.

Paragraph 1.08 of GSA Form L201C is hereby deleted in its entirety and replaced below:

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$1.23 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 3.00 percent.

3. From Paragraph 1.03 of the GSA Form L201C is hereby deleted in its entirety and replaced below:

**1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 90,368.48	\$ 90,368.48
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 1,885.43	\$ 0.00
OPERATING COSTS <sup>3</sup>	\$ 35,152.36	\$ 35,152.36
BUILDING SPECIFIC AMORTIZED CAPITAL <sup>4</sup>	\$ 754.68	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$128,160.95</b>	<b>\$125,520.84</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$11.08 per RSF multiplied by 8,156 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$1.23 per ABOASF is amortized at a rate of 3 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.31 per RSF multiplied by 8,156 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$3,500.00 are amortized at a rate of 3 percent per annum over 5 years

B. Free Rent Offered: Months 1, 2, 3, and 4; therefore the monthly rent for the first four months of the lease will be \$220.01 which accounts for the sum of the Tenant Improvements Rent and the Building Specific Amortized Capital portion of the monthly rent.

~~In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.~~

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,093 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.



D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

INITIALS:  LESSOR &  GOVT

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

4. Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.

5. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.

H. PARAGRAPH INTENTIONALLY DELETED

4. From Paragraph 1.04 of the GSA Form L201C is hereby deleted in its entirety and replaced below:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission will be payable to Studley, Inc. with the remaining [redacted], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence after the free rent period which is for four months, therefore at the fifth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment equals \$220.01. minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted 1st Month's Rent.\*

Month 2 Rental Payment equals \$220.01. minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted 2nd Month's Rent.\*

MONTH 3 RENTAL PAYMENT EQUALS \$220.01. minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted 3rd Month's Rent.\*

Month 4 Rental Payment equals \$220.01. minus prorated Commission Credit of \$XX,XXX equals \$XX,XXX adjusted 3rd Month's Rent.\*

(END OF FREE RENT PERIOD)

Month 5 Rental Payment \$10,680.08 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 5th Month's Rent.\*

Month 6 Rental Payment \$10,680.08 minus prorated Commission Credit of [redacted] equals [redacted] adjusted 6th Month's Rent.\*

Month 7 Rental Payment \$10,680.08 minus prorated Commission Credit of [redacted] equals [redacted] 7 adjusted 7th Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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 lease amendments, the terms and conditions of this Agreement shall control and govern.

INITIALS: [Signature] LESSOR & [Signature] GOVT