

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 2

DATE
9-8-10

TO LEASE NO. GS-02B-23752

ADDRESS OF PREMISES 250 South Clinton Street, Syracuse, NY 13202

THIS AGREEMENT, made and entered into this date by and between 250 South Clinton, LLC
whose address is: 250 South Clinton Street
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.

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

1. Paragraph 9 of the Lease is hereby deleted in its entirety and replaced with the following:

9. Notwithstanding anything in Paragraph 8, the first five (5) months rental payments shall be abated as provided herein. Please make note commission and credit to be revised once final TI has been received. In accordance with Paragraph 1.2 (B) the "Broker Commission and Commission Credit" paragraph of the Lease, CB Richard Ellis is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and CB Richard Ellis have agreed to a cooperating lease commission of [redacted] for the ten (10) years of the firm term value of this lease ("Commission"). The total amount of the commission is [redacted]. In accordance with the "Broker Commission and Commission Credit" paragraph the Lease, CB Richard Ellis has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit in the amount of [redacted] per the terms outlined in the Commission Agreement following execution of this lease by the Government.

The shell rental portion of the annual rental payments of \$186,359.26 or \$15,529.94 per month due and owing under Paragraph 8 of this lease rider shall be reduced to fully recapture the Commission Credit. The total reduction in shell rent related to the commission credit is [redacted] and shall commence with the first month of the rental payment and continue through the fifth (5th) month of the lease term as follows: Monthly Rental Payments \$27,151.27 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Monthly Rent.

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 above date.

LESSOR: 250 South Clinton, LLC
BY [Signature]
(Signature)
IN PRESENCE OF [Signature]
(Signature)

Authorized Signatory
(Title)
250 South Clinton Street Syracuse, NY 13202
(Address)

UNITED STATES OF AMERICA
BY [Signature]
(Signature)

Contracting Officer, General Services Administration
(Official Title)