## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT ADDRESS OF PREMISES One Park Place 300 South State Street Syracuse, NY 13202-2024 LEASE AMENDMENT No. 3 TO LEASE NO. GS-02B-23684 PDN Number: N/A

THIS AMENDMENT is made and entered into between 1 Park Place, LLC, Pyramid Brokerage Company, Inc. as Receiver

whose address is:

5786 Widewaters Parkway

PO Box 3

Dewitt, NY 13214-1840

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) correct the commission credit due the Government, and (2) correct the rental credits for the 1<sup>st</sup> and 2<sup>nd</sup> months of the 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:

## CONTINUED ON NEXT PAGE

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:	FOR THE
Signature: Name: Uniter Council Title: Entity Name: Date:  1 Description 2 - 28 - 13	Signature:  Name: Scorr (2) 6 2 T  Title: Lease Contracting Officer  GSA, Public Buildings Service,  Date: 3 4 13
WITNESSED FOR THE LESSOR BY:	
Signature: Name: Title: Date:  2 28-13	

equals adjusted first month's rent.	1.	The Lessor and the Broker have agreed to a cooperating lease commission of the firm term value of this lease consisting of the shell rate, base year operating expenses and amortization of tenant improvements less the commission credit to the tenant. Lessor shall pay the Broker no additional commission associated with this lease transaction. The total amount of the commission is the last transaction of the commission and Commission Credit paragraph 2.3, the Broker has agreed to forego the commission of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The commission credit is the Lessor agrees to pay the balance of the commission of the commission of the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The shell rent payments due and owing under this lease shall be reduced to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:
		First month's rental payment \$27,739.09 (of which \$14,110.38 is Shell Rent) minus prorated Commission Credit of equals adjusted first month's rent.
		Second month's rental payment \$27,739.09 (of which \$14,330.38 is Shell Rent) minus prorated Commission Credit of equals adjusted second month's rent.

- 2. The parties agree that the Government shall pay the Lessor rent as follows:
  - a. For years 1-5 the Government shall pay the Lessor annual rent in the amount of \$332,869.02 at a rate of approximately \$27,739.09 per month in arrears.
    - i. The Government is also entitled to a rent credit in the amount of \$10,318.94 per month for the 1<sup>st</sup> and 2<sup>nd</sup> months of the Lease for the commission credit agreed upon in Paragraph 1 above.
  - b. For years 6-10 the Government shall pay the Lessor annual rent in the amount of \$342,790.14 at a rate of \$28,565.85 per month in arrears plus accrued operating cost escalations.

Rent for a period of less than one month shall be prorated. Rent shall be made payable to:
1 Park Place, LLC
c/o Pyramid Brokerage Company, INC. as Receiver
5786 Widewaters Parkway
PO Box 3
Dewitt, NY 13214-1840

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