


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE 2/1/12
SUPPLEMENTAL LEASE AGREEMENT		
ADDRESS OF PREMISES 17 Fourth Avenue, Oswego, New York 13126		
THIS AGREEMENT, made and entered into this date by and between Paul A. Castaldo, c/o Hillside Park Real Estate LLC whose address is 11 Fourth Avenue, Suite G, Oswego, New York 13126		
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, (a) establish the date of rent, (b) adjust the rent for the first five years of the Lease; (c) adjust the Tenant Improvement Allowance; (d) pay the Lessor the coverage in Tenant Improvements.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 1, 2011 as follows:		
<p>"See Attached"</p>		
All other terms and conditions of the Lease shall remain in force and in effect.		
_____ has subscribed their names as of the above date.		
	Side Commons, LLC	
	GENERAL SERVICES ADMINISTRATION	
	Contracting Officer (Official Title)	

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Attachment to Supplemental Lease Agreement No.1 to GS-02B-23725

1. The term of the Lease, together with rental payments, shall commence on November 1, 2011 and shall continue through October 31, 2021 subject to termination rights as set forth in the Lease.
2. Paragraph 11 of the Rider to Lease GS-02B-23725 will be replaced in its entirety with the following: "The annual rental amount for years 1 through 5 is \$5254,361.88 per annum (\$21,198.49 per month) (\$34,60978000 rsf/\$37.409100443 usf) subject to annual operating cost escalations as specified in Paragraph 3.6 of this Lease. This annual rent includes a maximum tenant improvement allowance (TIA) of \$346,436.88 amortized over years 1 through 5 at a rate of 7.00% for a total tenant improvement rental of \$82,318.3853110 (\$11,199780 rsf/\$12.305644) per annum.
3. Paragraph 13 of the Rider to Lease to GS-02B-23725 will be replaced in its entirety with the following: "The tenant improvements ("TI") shall include all work necessary to prepare the premises for tenant's use and occupancy as set forth herein. The Lessor agrees to contribute a TI allowance of \$346,436.88 towards the cost of TI work. Such contribution has been included as part of the rental consideration set forth in Paragraph No. 11. The Lessor's contribution toward the TI cost will be amortized over the initial 60 months of the Lease together with interest at a rate of 7.00% per annum (\$82,318.3853110 per annum). If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rent al over years 1-5 at an interest rate of 7.00% and such adjusted amount shall constitute the annual tenant improvement rental. If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate will be increased to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 7.00% and such adjusted amount shall constitute the annual tenant improvement rental. Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the lump sum payment amount and rthe reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

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8. The Government shall pay the Lessor a one time lump-sum payment in the amount of ~~\$993,718.88~~ (\$702,770 price of build-out (subtracted by) TI in the Lease \$346,496.88 = \$356,273.12 overage in TI) which represents the overage in the Government Tenant

\$356,333.12

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Improvement allowance. The Government shall reimburse the Lessor for the overage in construction costs within thirty (30) days, upon submittal and reasonable approval of a proper invoice.

The invoice shall include the following:

-Invoice Date

Name of the Lessor as shown on the Lease

Lease Contract number, building address, description, price and quantity of the Rems delivered
GSA PDN# PS002222

The Lessor will submit the invoice to: U.S. General Services Administration, Finance Division-78CP, 319 Taylor Street, Fort Worth, Texas 76102-0181.

5. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Supplemental Lease Agreement in accordance with the provisions of the lease and in the same manner as all other tenant improvements provided by the Lessor under this Lease.

6. Paragraph 14 of the Rider to Lease GS-G1B-23725 will be replaced in its entirety with the following: "Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission [redacted] Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 1.13, "Broker Commission and Commission Credit", the Broker has agreed to forego [redacted] to receive in connection with this lease transaction ("Commission Credit"). The Commission [redacted]

[redacted] The Lessor agrees to pay the Commission less the Commission Credit, less [redacted] Commissions already paid in connection with original Basic Lease Contract, in the [redacted] within 30 days following execution of this SLA by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 11 of the Rider to 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 throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$21,398.49 minus prorated Commission Credit of [redacted]
[redacted] adjusted First Month's Rent.

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4. The Government shall pay the Lessor a one-time lump-sum payment in the amount of \$393,710.00 (\$702,770 price of build-out (subtracted by) TI in the Lease \$346,436.88 = \$356,333.12 overage in TI) which represents the overage in the Government Tenant Improvement allowance. The Government shall reimburse the Lessor for the overage in construction costs within thirty (30) days, upon submittal and reasonable approval of a proper invoice.

The Invoice shall include the following:

-Invoice Date

Name of the Lessor as shown on the Lease

Lease Contract number, building address, description, price and quantity of the items delivered
GSA PDN# PS002222

The Lessor will submit the invoice to: U.S. General Services Administration, Finance Division-7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0121.

5. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Supplemental Lease Agreement in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under this Lease.
6. Paragraph 14 of the Rider to Lease GS-02B-23725 will be replaced in its entirety with the following: "Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of 6% of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with Paragraph 1.13, "Broker Commission and Commission Credit", the Broker 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, less [REDACTED] Commissions already paid in connection with original Basic Lease Contract, in the amount of [REDACTED] within 30 days following execution of this SLA by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 11 of the Rider to 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 throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$21,198.49 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

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Second Month's Rental Payment \$21,198.49 minus prorated Commission Credit of [REDACTED]
equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$21,198.49 minus prorated Commission Credit of [REDACTED]
equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$21,198.49 minus prorated Commission Credit of [REDACTED]
equals [REDACTED] adjusted Fourth Month's Rent."

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