

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02B-23856
ADDRESS OF PREMISES BWB CENTER, 201 WEST 3 <sup>RD</sup> . ST. JAMESTOWN, NY	PDN Number: PS#0027727

THIS AGREEMENT, made and entered into this date by and between 201 West Third Street, LLC

whose address is 4 CENTER DRIVE  
ORCHARD PARK, NY 14127

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 establish the date of beneficial occupancy of the Government leased space, begin payment of the fully serviced rent to include the Shell, Operating, TIs and the Building Specific Security Costs, restate the Real Estate Tax Base, amend the TI Allowance indicated in the lease and provide for a one time lump sum payment for TI Costs above the TI Allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **November 5, 2013** as follows.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 5, 2013** and continuing for ten years through **November 4, 2023** subject to the termination rights as set forth in the lease.

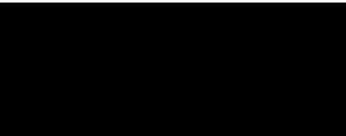
1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

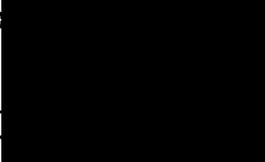
	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$73,474.40	\$73,474.40
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$22,491.74	\$0.00
BUILDING SPECIFIC SECURITY COSTS <sup>3</sup>	\$2,664.38	\$0.00
OPERATING COSTS <sup>4</sup>	\$14,964.00	\$14,964.00
<b>TOTAL ANNUAL RENT</b>	<b>\$113,594.52</b>	<b>\$88,438.40</b>

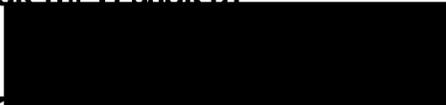
<sup>1</sup>Shell rent (Firm Term) calculation: \$31.67 per RSF multiplied by 2,320 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$88,215.20 is amortized at a rate of 10% per annum for the first 5 years of the lease.  
<sup>3</sup>The Building Specific Cost of \$10,450.00 is amortized at a rate of 10% per annum for the first 5 years of the lease.  
<sup>4</sup>Operating Costs rent calculation: \$6.45 per RSF multiplied by 2,320 RSF. Operating rate subject to annual CPI adjustments.

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: \_\_\_\_\_  
Title: MEMBER  
Entity Name: 201 West Third Street, LLC  
Date: 12-16-13

FOR THE GOVERNMENT  
  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: GSA, Public Buildings Service,  
Date: 1-10-2014

WITNESSED FOR THE LESSOR BY:  
  
Signature: \_\_\_\_\_  
Name: TRINA L. ADAMS  
Title: ACCOUNTANT  
Date: 12-16-13

1.06 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$45.34 per ABOA SF. The TIA is the amount 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 10%.

1.10 REAL ESTATE TAX BASE

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is \$7,740.00.

The Government hereby accepts the Tenant Improvements provided by the Lessor in the Government leased space. The Government shall pay the Lessor \$146,591.62. Of this amount, \$88,215.20 will be amortized in the rent at an annual rate of 10% over the firm term, more specifically reflected in paragraph 1.03 of this lease amendment. The remaining costs in the amount of \$58,376.42 will be paid via lump sum payment upon an original invoice being received by the Government based on the instructions below. Said amounts include all cost for labor, materials, fees, overhead, profit and any other costs required to complete the work including the below indicated changes orders.

COR#	Description	
001	Taxes	
002	Electrical Whips	
003	Toilet seat cover dispensers & Sanitary napkin dispensers	
004	Electrical Whips	
005		

The Lessor (201 West Third Street, LLC) shall submit one (1) invoice in the amount of \$58,376.42 to: GSA Finance Office 7BCP, 819 Taylor Street, Fort Worth, Texas 76109-0181 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov) with a copy to the GSA Lease Contracting Officer. The invoice must be on the Lessor letterhead named in the lease, the lease number and lease amendment number indicated above and the Pegasys Document Number **PS#0027727**.

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:  LESSOR &  GOV'T