

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No.1
	TO LEASE NO. GS-02P-23931
ADDRESS OF PREMISES Salina Place 205 South Salina Street Syracuse, NY 13202-1347	PDN Number: PS002807

THIS AMENDMENT is made and entered into between **Salina White Associates, LLC**

whose address is:

2 Clinton Square, Suite 120
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, to issue the Notice to Proceed with the construction of the demised premises.

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 as follows:

SEE ATTACHED

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:

Salina White
 2 Clinton Square
 Syracuse, NY
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____, LLC
 Date: 1/15/14

FOR THE GOVERNMENT:

**UNITED STATES OF AMERICA, GENERAL SERVICES
 ADMINISTRATION**
 Signature: _____
 Name: Mary Nowobilski
 Title: Lease Contracting Officer
 Entity Name: GSA, Public Buildings Service
 Date: 1/21/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Debbie Chase
 Title: Administrative Assistant
 Date: 1/15/14

1. The construction plans that are dated **October 8, 2013**, shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans".
2. Based on this contract requirement the government has reviewed the TI costs and determined that they are fair and reasonable. This Lease Amendment (LA) represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements (TI's) in the amount of **\$498,202.49** per the proposal dated **January 7, 2014**. This cost includes all the tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expediter fees, labor, materials, overhead and profit. Upon execution by the Government, the Lessor is to proceed with the work to construct the space in accordance with the specifications set forth in the Lease and Final Construction Plans.
3. Upon completion, inspection and acceptance of space the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the final construction plans, the cost of the tenant improvements is **\$498,202.49**. Of this amount, the total tenant improvement amount to be amortized is **\$237,923.18** over five (5) years at a rate of 6%. The remaining balance of **\$260,279.31** shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government. The Lessor agrees that the invoice(s) shall be printed on the same letterhead as the payee named in this Lease and shall reference Pegasys Document Number PS002807.
4. The Lessor will purchase and install signage for the leased premises. The cost of the signage is to be approved by the Government and will be treated as a change order.
5. Any additional change orders after the start of the construction process must be submitted in writing to the Contracting Officer for review and approval. The Lessor cannot proceed with the changes unless agreed to in writing by the Contracting Officer. The consolidation of costs will be completed upon substantial completion of the space by the Lessor and acceptance by the Government, and the parties shall execute a Lease Amendment setting forth the firm term of the Lease, the amortization of the tenant improvement allowance, and the annual rental rate.
6. 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 Agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS:


LESSOR

&


GOVT