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GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-23978
ADDRESS OF PREMISES	

THIS AMENDMENT is made and entered into between

whose address is:
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to clarify certain items in the lease.

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

SEE ATTACHED

This Lease Amendment contains 4 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date:

FOR THE LESSOR

FOR THE GOVERNMENT

Signature: _____
Name: _____
Title: Member
Entity Name: JTC Corp Properties LLC
Date: 7/29/13

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/13/2013

WITNESSED

Signature: _____
Name: EMILIO D. CASALI
Title: Member
Date: 5-5-13

Rider to Lease GS-02B-23978

1. The Lessor hereby leases to the Government approximately 4,000 rentable square feet (rsf) /ANSI/BOMA office area square feet (usf) of space consisting of 2,180 rsf/usf of office space and 1,820 rsf/usf of warehouse space located on the 1st floor of the one-story building known and designated as 5757 Sneller Road, Brewerton, New York 13029-9701 together with 15 outside parking spaces as well as the fenced area adjacent to the building, in accordance with Exhibit "A" attached to and made a part of the Lease to be used for office and related purposes by the United States Government.
2. The term of the Lease, together with the rental payments set forth below shall commence on October 1, 2012 and shall continue through and including September 30, 2022 subject to termination and renewal rights set forth below.
3. The Government may terminate, in whole or in parts, effective after the firm term (5 years) of this lease by providing not less than 60 days' prior written notice to the lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of the termination.
4. The Lessor agrees to proceed with due diligence to provide all labor and materials necessary to perform all alterations and installations, including but not limited to new interior finishes, in accordance with the terms and conditions of the lease and its attachments, by April 30, 2013. The Lessor shall coordinate all work to be done in the leased space with the tenant agency.
5. The annual rental amount for years 1 through 5 is \$91,760.00 per annum (\$7,646.67 per month) subject to annual operating cost escalations as specified in Paragraph 2.08 of this lease. This annual rent includes a tenant improvement allowance (TIA) of \$9,340.00 amortized over years 1 through 5 at a rate of 2.75% for a total tenant improvement rental of \$2,001.50 per annum.

The annual rental amount for years 6 through 10 is be \$69,000.00 per annum (\$5,750.00 per month) subject to annual operating cost escalations as specified in Paragraph 2.08 of this lease.
6. Rent shall be paid monthly by the Government, in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to JMGOne Properties LLC., 6265 Route 31, Cicero, New York 13039.
7. The space leased to the Government must contain the required rentable square feet (rsf)/ANSI/BOMA office area square feet (usf) specified in Paragraph 1 above. In no event shall the Government pay for more than 4,000rsf / 4,000usf of space.
8. For the purposes of operating cost escalations, in accordance with Paragraph 2.08 of this Lease, the annual base cost of services is \$28,848.00 (\$7.21rsf/usf) which includes the cost of utilities for propane gas and electricity. There shall be no overtime costs for HVAC beyond the Government's normal business hours or for areas requiring 24/7 HVAC.

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9. For the purposes of tax adjustments in accordance with Paragraph 2.06 of this Lease, the Government's 'percentage of occupancy' is 100% of the building.
10. Wherever the words "Offeror" or "Successful Offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "Solicitation", "Solicitation for Offers", or "SFO" appear in the Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for Lease" appear in this Lease, they shall be deemed to mean "Leased Premises."
11. Each employee of the Lessor and/or its contractor(s) shall be (1) a citizen of the United States of America; (2) an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form I-151; or (3) an alien who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
12. In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.
13. Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.
14. The Lessor shall be responsible for the maintenance, operation, repair and replacement of all equipment installed at the leased premises by the Lessor for the entire lease term so as to keep such equipment in good working order. The Government shall permit the Lessor or the Lessor's employees to enter the Government's leased space for this purpose provided the Lessor gives the Government a minimum of 24 hours advance notice if access to the leased premises is required after the Government's normal hours of operation. If for any reason access to the leased premises after the Government's normal hours of operation is necessary and proper notification can't be provided, a written explanation must be provided to the Government on the next business day.
15. The Lessor shall install and maintain 10 lbs. ABC multipurpose fire extinguishers throughout the leased premises at such locations that the maximum traveled distance between extinguishers is fifty (50) feet. A sign should be placed above the extinguisher so its location is apparent from a distance. The Lessor shall insure that the leased premises comply with all applicable fire and safety provisions.
16. The Government shall have 24-hour/7-day access to the leased premises.
17. The Government shall have the right to install a security system in the leased premises.

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18. As part of the rental consideration, the Government shall have the right to install a satellite dish and/or antenna on the roof of the building.
19. In accordance with Paragraph 2.07 of this Lease, 'Adjustment for Vacant Premises', the adjustment for vacant premises rate shall be \$2.20 per rsf/usf.
20. The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.
21. Cleaning shall be performed during the Government's normal hours of 6:00am – 6:00pm Monday through Friday.
22. 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 supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

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