

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-24079
<b>ADDRESS OF PREMISES</b>  598 Main Street Buffalo, NY 14202-1906	PDN Number:

**THIS AMENDMENT** is made and entered into between **598 MAIN STREET, LLC**

whose address is: 726 Exchange St STE 600  
Buffalo, NY 14210-1485

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 lease term and commencement date.**

**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 June 10, 2015 as follows:

- A. The term of the Lease, together with the rental payments, shall commence on June 10, 2015 and shall continue through June 9, 2025 subject to termination rights as set forth in the Lease.
- B. The amount of Tenant Improvements (TI) for the build out of the Government space is \$75,527.21.  
Paragraph 1.08 of GSA Form L201C is hereby deleted in its entirety and replaced below:

**1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)**

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$2.06per ABOA SF. The TIA is the amount that 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 zero (0) percent.

- C. From Paragraph 1.03 of the GSA Form L201C, subparagraph A is hereby deleted in its entirety and replaced with the following below:

**1.03 RENT AND OTHER CONSIDERATION (SEP 2012)**

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$154,432.96	\$159,662.11
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$15,105.44	\$0.00
OPERATING COSTS <sup>3</sup>	\$70,523.00	\$70,523.00
PARKING <sup>4</sup>	\$INCLUDED IN SHELL	\$INCLUDED IN SHELL
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>5</sup>	\$1,990.51	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$239,571.40</b>	<b>\$230,185.11</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$19.99 per RSF multiplied by 7,724 RSF  
Shell rent (Non Firm Term) \$20.67 per RSF multiplied by 7,724 RSF  
<sup>2</sup>The Tenant Improvement Allowance of \$75,527.21 is amortized at a rate of 0 percent per annum over 5 years and results in \$15,105.44 per annum for years 1 to 5  
<sup>3</sup>Operating Costs rent calculation: \$9.13 per RSF multiplied by 7,724 RSF. Operating costs are subject to annual CPI adjustments.  
<sup>4</sup>Building Specific Amortized Capital (BSAC) OF \$8,580.00 are amortized at a rate of 6 percent per annum over 5 years  
<sup>5</sup> Parking cost described under sub-paragraph H below

- D. 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 & GOVT

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

FOR THE LESSOR

FOR THE LESSEE

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: MEMBER  
Entity Name: 598 MAIN ST., LLC  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 1/21/16

WITNESSED

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Administrative Assistant  
Date: 1-6-16

INITIALS: [Signature] & [Signature]  
LESSOR & GOVT