

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-02B-23816	DATE 10-4-11	PAGE 1 of 2
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ADDRESS OF PREMISES
535 Washington Street, Buffalo, NY 14203

THIS AGREEMENT, made and entered into this date by and between ISKALO ELECTRIC TOWER MASTER TENANT LLC

whose address is c/o Iskalo Development Corp.
5166 Main Street
Williamsville, NY 14221

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 Notice To Proceed with Tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective, September 21, 2011, as follows:

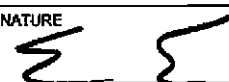
SEE ATTACHED.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE 	NAME OF SIGNER Paul D. Iskalo, Pres. of Manager
ADDRESS 5166 MAIN ST. Williamsville, NY 14221	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Eric Eisenried
ADDRESS 5166 main street, Williamsville, NY 14221	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Anne Callahan
OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER	

1. The Lessor and the Government hereby agree that the cost of Tenant Improvements ("TI"), as defined in the Lease, is \$740,439.00. Of this total TI cost, the annual rental specified in the Lease includes \$384,256.83 worth of amortized TI. Upon completion of the work, acceptance thereof by the Government and issuance of a proper invoice from the Lessor, the Government will reimburse the Lessor with a onetime lump sum payment of \$356,182.17. TI cost includes, but is not limited to, all architectural and engineering fees (including design drawings, construction drawings and all revisions thereto), all filing, permit and expeditor fees, if applicable, labor, materials, overhead and profit. TI shall be constructed in accordance with the Construction Drawings dated July 11, 2011, the Lease and in accordance with Lessor's final Tenant Improvement Cost Summary, attached hereto as Exhibit A.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Anne Callahan
anne.callahan@gsa.gov

A proper invoice must be on letterhead of the lessor named in the lease and must include the following:

- Invoice date
 - Unique invoice #
 - Name of the Lessor as shown on the Lease
 - Lease contract number, building address, and a description, price, and quantity of the items delivered
 - GSA PDN # PS0021565
2. This Supplemental Lease Agreement serves as Notice to Proceed with construction of the TI.

Initials:

Lessor



& Gov't

