

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT NO. 1	DATE: 1-3-2012
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS -02B-23748

ADDRESS OF PREMISES: 1200 Scottsville Road. Tower C, Rochester, NY 14624-5701 Building # NY7502ZZ

THIS LEASE AGREEMENT, made and entered into this date by and between **AMYELL Development Corporation**

whose address is:

1200 A Scottsville Rd. Suite 400
Rochester New York 14624-5701

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 commencement date of the Lease and the required completion date of the Punchlist attached and made part of this agreement, to modify the final tenant improvement amount and the annual rental, and to provide for the payment of certain change order costs.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective November 3, 2011, as follows:

SEE ATTACHED

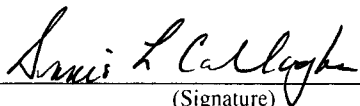
All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: AMYELL Development Corporation

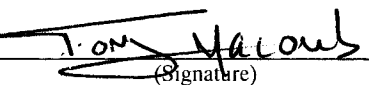
BY 
(Signature)

President
(Title)

IN PRESENCE OF

(Signature)

1200A SCOTTSVILLE ROAD ROCHESTER NY 14624
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY 
(Signature)

Contracting Officer
(Official Title)

**SUPPLEMENTAL LEASE AGREEMENT #1
TO LEASE # GS-02B-23748**

1. The space was delivered substantially complete on November 3, 2011. The term of the Lease, together with the rental payments, shall commence on November 3, 2011 and shall continue through October 31, 2021 subject to termination rights as set forth in the Lease. The Punchlist attached hereto as Exhibit A must be completed by Lessor and accepted by the Government within 45 days of execution of this Supplemental Lease Agreement.
2. Paragraph 12 of the Lease is deleted in its entirety and replaced with the following:

The Government shall pay the Lessor annual rent of \$ \$381,741.32 at the rate of \$25.10 per rentable square foot (RSF) or \$31,811.78 per month in arrears.

Rent payments shall be made payable to:
AMYELL Development Corporation
1200 A Scottsville Rd. Suite 400
Rochester, New York 14624-5701

The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$ \$609,200.62 for the construction of the tenant improvements, which shall be amortized into the annual rental over years 1-10 at an interest rate of 6.5%. Pursuant to this calculation, the portion of the annual rent amortized as annual tenant improvement rental is \$83,008.20 per annum.

3. The total cost of the tenant improvements associated with the construction of the Government's leased space is \$1,086,586.00. The Government will also pay the Lessor an additional amount of \$47,717 identified as approved Architectural and Engineering fees for a total of \$525,102.38 above the total tenant improvement allowance set forth in the lease. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$525,102.38, which is the difference between the total costs of the tenant improvements and the approved Architectural and Engineering fees set forth above less the tenant improvement allowance amortized in the rent. Additionally the Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$118,849.02, which is the additional amount caused by the approved Change Orders (CO) during the construction of the TI improvements.

**SUPPLEMENTAL LEASE AGREEMENT #1
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4. The lessor agrees that invoices for the balance amounts of \$525,102.38 and \$118,849.02 shall be printed on the same letterhead as the payee named in this lease (AMYELL Development Corporation), shall reference the PS# 0021167, and shall be sent to:

General Services Administration
Finance Division
819 Taylor Street
Fort Worth, Texas 76102-0181

5. The Lessor shall remain responsible, at no further cost to the Government, for alterations that may be required to obtain the approval of the City of Rochester Department of Buildings and the town of Chili County Fire Marshall.
6. Lessor covenants and agrees with respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for the work performed and materials furnished hereunder, Lessor shall:
- a. Obtain all warranties that would be given in normal commercial practice;
 - b. Require all warranties to be executed, in writing, for the benefit of Lessor and the Government; and
 - c. Enforce all warranties for the benefit of Lessor and the Government.
7. Except as modified by this Supplemental Lease Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Supplemental Lease Agreement conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall govern and control.