

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE <u>3-19-2012</u>
TO LEASE NO. GS-02B-23748		
ADDRESS OF PREMISES: 1200 C Scottsville Road, Rochester, New York 14624-5701 Building # NY7502ZZ		
<p>THIS AGREEMENT made and entered into this date by and between AMYELL Development Corporation</p> <p>whose address is : AMYELL Development Corporation 1200 A Scottsville, Rd. Suite 400 Rochester, New York 14624-5701</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to provide for the leasing by the Lessor to the Government of an additional 9,200 rentable square feet (RSF) or 8,000 ANSI/BOMA office area (ABOA) square feet located in the building known as The Towers Airport Business Park, Tower C.</p> <p>WHEREAS, the parties hereto desire to amend the above Lease to modify the annual rent, base cost of services, percentage of Government occupancy, and provide for additional Tenant Improvements.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:</p> <p style="text-align: center;"><u>SEE ATTACHED</u></p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: AMYELL Development Corporation.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u><i>Joey Hell</i></u> (Signature)</p> <p>IN PRESENCE OF <u><i>Bonnie L. Callaghan</i></u> (Signature)</p> <p><i>Bonnie L. Callaghan</i></p> </div> <div style="width: 45%;"> <p><u>President</u> (Title)</p> <p><u>1200A SCOTTSVILLE ROAD ROCHESTER NY 14624</u> (Address)</p> </div> </div> <p>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>BY <u><i>Tom Yacoub</i></u> (Signature)</p> </div> <div style="width: 45%;"> <p><u>Contracting Officer</u> (Official Title)</p> </div> </div>		

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1. The Lessor hereby leases to the Government the following additional described premises:

Approximately 9,200 rentable square feet (RSF) or 8,000 ABOA square feet (the "Expansion Space") to be added to the leased premises as shown on the attached floor plan labeled Exhibit A, together with an additional 20 parking spaces for the Government vehicles as designated by the Lessor, for a total of approximately 24,407 RSF/ 21,230 ABOA square feet of fully serviced, Class A office and related space and 45 on site surface parking spaces.

2. The Lessor and the Government hereby agree that the annual rent shall be amended as follows:

The Lessor will lease the Expansion Space at the annual rental rate of \$ 22.33/ RSF, fully serviced. Accordingly, upon substantial completion of the tenant improvements for the Expansion Space as described below, the total annual rental shall be increased by \$205,436/annum for a new rental amount of \$587,177.32/annum or \$48,931.44 /month as adjusted by annual operating cost escalations. The effective date of this expansion is to be memorialized in a subsequent SLA.

3. The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$405,080 for the construction of the tenant improvements in the Expansion Space, 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 Expansion Space annual rent amortized as annual tenant improvement rental is \$60,396.92 per annum.

If the actual cost of constructing the tenant improvements in the Expansion Space is less than the maximum tenant improvement allowance, the rental rate for the Expansion Space will be reduced to reflect the actual cost, which will be amortized into the annual rental over 10 years at an interest rate of 6.5% and such adjusted amount shall constitute the annual tenant improvement rental for the Expansion Space.

If the actual cost of constructing the tenant improvements for the Expansion Space is more than the maximum tenant improvement allowance, the rental rate for the Expansion Space may be increased to reflect the actual cost which will be amortized into the annual rental over years 1-10 at an interest rate of 6.5% and such adjustment shall constitute the annual tenant improvement rental for the Expansion Space or the Government may reimburse the Lessor for that portion which exceeds the tenant improvements in a one-time lump sum payment.

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Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the Expansion Space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental for the Expansion Space will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement.

4. For the purpose of Operating Cost Escalations, in accordance with Paragraph 2.3 of the SFO, the base cost of services for the Expansion Space is \$50,160 per annum, or \$6.27 per ABOA square feet.
5. The Government shall prepare and provide to the Lessor the Government's approved design intent drawings (DID) for the Expansion Space. These design intent drawings will detail the tenant improvements to be made by the Lessor within the Government-demised area. DIDs, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which consist of enough information to prepare construction drawings, if any, including:
1) furniture, wall, door, and built-in millwork locations; telephone, electrical, and data outlet types and locations, 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish and signage selections. DIDs shall be due to the Lessor within forty-five (45) working days from the date of this SLA.
6. Upon receipt of the DIDs from the Government, the Lessor shall obtain a price for the work for the Expansion Space as set forth below:

TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2009)

- A. Under the provisions of FAR Subpart 15.4, the Lessor must submit information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism in conjunction with the Tenant improvements.

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- B. In lieu of submitting detailed cost or pricing data and entering into negotiations to determine a final cost for the subject work, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process if the following conditions are met:
- a. The Lessor shall submit to the Government a proposal for all Tenant improvements. The proposal shall include the overhead, profit, and architectural-engineering fees, if applicable, as agreed upon in the Lease, as well as permits and regulatory fees for Tenant improvements.
 - b. The Tenant improvements Scope of Work includes the written specifications (attached hereto as Exhibit B). In cases of discrepancies, the Lessor shall immediately notify the Contracting Officer for resolution. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
 - c. Each proposal shall be 1) submitted in the attached 21 Division Tenant improvement Cost Summary table by the proposed general contractors (or subcontractors), attached hereto as Exhibit C and 2) reviewed by the Government. The general contractors shall submit the supporting bids from the major subcontractors. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids, at its sole discretion.
 - d. A minimum of two qualified general contractors shall be invited to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the general contractors, a minimum of two qualified subcontractors from each trade of the attached 21 Division Tenant improvement Cost Summary table shall be invited to participate in the competitive proposal process.
 - e. The Government reserves the right to be represented at all negotiation sessions between the Lessor and potential contractors.
 - f. The Lessor shall demonstrate to the Government that best efforts

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have been made to obtain the most competitive prices possible, and the
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Lessor shall accept responsibility for all prices through direct contracts with all contractors.

g. The Lessor shall complete the competition and the cost proposal process within 45 days of receipt of the DID's.



h. Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a notice to proceed for the subject work.

i. The Lessor shall complete the work within ^{180 days}~~120~~ days.

7. For the purposes of the Real Estate Tax Adjustment, in accordance with the lease, the Government will occupy ^{44%}~~38%~~ of the rentable area of the building.
8. The term of the lease for the Expansion Space shall commence upon the date the Government accepts the Expansion Space as substantially complete and shall run coterminous with Lease Number GS-02B-23748 which expires October 31, 2021.
9. It is hereby understood and agreed that Lease Number LNY23359 will be terminated upon the date the Government accepts the Expansion Space as substantially complete.
10. Prior to occupancy of the Expansion Space and at no additional cost to the Government, the Lessor agrees to renovate the space for any energy efficiency and conservation improvements that would be cost effective over the firm term of the lease, thereby reducing electricity or fossil fuel consumption, water, or other utility costs. Additional information on such improvements can be found on www.gsa.gov/leasing under "Green Leasing." However, in the event the Lessor obtains the Energy Star label prior to the Government's occupancy, the Lessor shall not be required to renovate the space for these improvements. To earn the ENERGY STAR label, the Lessor must follow the instructions on the Energy Star Web site at <http://www.energystar.gov/eslabel>
11. 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

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or any previous Supplemental Lease Agreements, the terms and conditions of this Agreement shall control and govern.

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