

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 04

DATE

2/15/2011

TO LEASE NO. GS-02B-23736,

NY7499

ADDRESS OF PREMISES: 111 Genesee Street  
Buffalo, New York 14210

THIS AGREEMENT, made and entered into this date by and between **Genesee Gateway, LLC**

whose address is

726 Exchange Street, Suite 825  
Buffalo, New York 14210

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: (1) make final payment for the remaining change orders and clerical error and (2) make final payment for Tenant Improvements.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, 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: Genesee Gateway, LLC.

BY

  
(Signature)

IN PRESENCE OF

(Signature)

MEMBER

(Title)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY

  
(Signature)

Contracting Officer

(Official Title)

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1. The Lessor and the Government hereby agree that the cost for all remaining change orders totals \$5,386.50. The Government also hereby agrees to reimburse the Lessor \$19,062.00 for the clerical error that deducted the additional cost for the prevailing wages of the electrical contractor instead of adding it onto the cost of the project. The change orders and clerical error total \$24,590.25 and are reflected on the attached spreadsheets annexed hereto and labeled Exhibit "F" and Exhibit "G".
2. The Lessor and the Government hereby agree that the final cost of the tenant improvements including all approved change orders and the clerical error total \$1,002,285.02 (see attached [REDACTED] Final Tenant Improvement Pricing Report annexed hereto and labeled Exhibit "H"). Of this amount, \$434,373.38 has been amortized into the rental rate over the full term of the lease, and is included in the annual rental payment leaving a balance of \$567,912.54. Payments in the amount of \$444,000.00 (Invoice #1 dated 8/26/2010) and \$21,052.98 (Invoice #2 dated 1/7/2011) have been paid by the Government leaving a balance due the Lessor of \$102,859.46. This remaining balance will be reimbursed to the Lessor by the Government upon the Lessor's submission of a proper invoice. The lessor agrees that the invoice shall be printed on the same letterhead as the payee named in the Lease and shall reference PS0017846.
3. 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 of the 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 control and govern.

Initials:  &   
Lessor Gov't