

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 02	DATE 7/28/10
TO LEASE NO. GS-02B-23736		
ADDRESS OF PREMISES: 123 Genesee Street Buffalo, New York		
<p>THIS AGREEMENT, made and entered into this date by and between Genesee Gateway, LLC.</p> <p>whose address is</p> <p style="margin-left: 40px;">726 Exchange Street, Suite 825 Buffalo, New York 14210</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease, to issue the notice to proceed with the construction of the demised premises.</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; margin-top: 40px;">SEE ATTACHED</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: Genesee Gateway, LLC</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> <p>BY _____ (Signature)</p> </div> <div style="width: 40%;"> <p>_____ (Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> <p>IN PRESENCE OF _____ (Signature)</p> </div> <div style="width: 40%;"> <p>_____ (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: 40%;"> <p>BY _____ (Signature)</p> </div> <div style="width: 40%;"> <p>Contracting Officer (Official Title)</p> </div> </div>		

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1. The construction plans dated April 1, 2010 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans" attached hereto and labeled Exhibit "A".
2. Based on this contract requirement the Government has reviewed the tenant improvement (TI) costs and has determined that they are fair and reasonable. This Supplemental Lease Agreement represents the Notice to Proceed with the construction of the TI's in the amount of \$956,642.59. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expeditor fees, labor, materials, overhead and profit. Upon execution by the Government, the Lessor is to proceed with the work to construct the space in accordance with the specifications set forth in the Lease and the Final Construction Drawings.
3. Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the Final Construction Plans, the cost of the tenant improvements is \$956,642.59 which includes \$15,869.00 for Change Order #1 attached hereto and labeled Exhibit "B". Of this amount, the total tenant improvement amount to be amortized is \$434,373.38, over ten years (10) at a rate of 4%. The remaining balance of \$522,269.11 shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government. The Lessor agrees that the invoice(s) shall be printed on the same letterhead as the payee named in this Lease and shall reference PS0017846.
4. Any additional change orders after the start of the construction process must be submitted in writing to the Contracting Officer for review and approval. The lessor cannot proceed with the changes unless agreed to in writing by the Contracting Officer. The consolidation of costs will be completed upon substantial completion of the space by the Lessor and acceptance by the Government, and the parties shall execute a Supplemental Lease Agreement setting forth the firm term of the Lease, the amortization of the tenant improvement allowance, and the annual rental rate.
5. 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 supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.