






GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE		SUPPLEMENTAL AGREEMENT NO. 2	DATE: <i>6/28/12</i>
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. GS-02B-23549	
ADDRESS OF PREMISES: 441 South Salina Street, Syracuse, NY 13202			
THIS AGREEMENT , made and entered into this date by and between Onondaga Galleries Limited Liability Company whose address is 39 State Street, Suite 300, Rochester, New York, 14614			
hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:			
WHEREAS , the parties hereto desire to amend the subject Lease to: establish the commencement date of the lease, the final cost of the tenant improvements, annual rental and amount of the broker commission.			
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	I have signed their names as of the above date.		
LESSOR	Onondaga Galleries Limited Liability Company		
BY		<i>member</i>	<i>6/20/12</i>
	(Signature)	(Title)	
IN PRESENCE OF		<i>400 Appleton Street</i>	
		<i>Suite 500</i>	
		<i>Rochester New York</i>	
		(Address)	<i>14604</i>
UNITED STATES OF AMERICA	GENERAL SERVICES ADMINISTRATION		
BY		Contracting Officer	
		(Official Title)	

GSA form 276 (REV 11/93)

INITIALS:  & 
LESSOR & GOV'T

1. The term of the Lease, together with the rental payments, shall commence on September 15, 2011, and shall continue for a period of 120 months subject to termination rights as set forth in the Lease.
2. In Supplemental Lease Agreement No. 1 dated March 23, 2011, the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$554,751.00. Subsequently, the Government has authorized additional costs of **\$13,583.60** for change orders; the details of the change orders are annexed here as Exhibit "A" and shall be made part of this agreement and are incorporated by reference. The total cost of Tenant Improvements therefore is **\$568,334.60**. The total TI costs shall be amortized.

Therefore, Paragraph 8 of the Rider has been deleted in its entirety and replaced as follows:

8. The Government shall pay a total annual rent as follows:
 - a. For months 1 through 120, the annual fixed rent shall be \$464,301.91 payable at the rate of \$38,691.83 per month in arrears.
 - b. Notwithstanding the foregoing, the portion of the monthly rent attributable to shell rent shall be partially abated during the first four months of the lease term in equal monthly amounts of \$14,944.72 for a rent abatement of \$59,778.87, as more fully set forth in paragraph 26 below.
 - c. Said sum shall be adjusted in accordance with the Operating Costs clause set forth in Paragraph 3.3 of the SFO. For the purpose of operating cost escalations, the base rate is \$178,007.76 per annum, or \$4.88 per rsf.
 - d. This rental consideration includes a tenant improvement allowance of \$568,334.60 amortized over ten (10) years at a rate of 7% for a total tenant improvement rental of \$79,186.16 per annum or \$2.17 per rentable square feet.

3. Paragraph 26 of the Rider is amended to read:

Studley, Inc. ("Studley") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with Paragraph 1.4 of the SFO, "Broker Commission and Commission Credit", in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government.

The shell rental portion of the annual rental payments due and owing under Paragraph 8 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$38,691.83 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$38,691.83 minus prorated Commission Credit of [REDACTED]

equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$38,691.83 minus prorated Commission Credit of [REDACTED]
equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$38,691.83 minus prorated Commission Credit of [REDACTED]
equals [REDACTED] adjusted Fourth Month's Rent.

4. 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.

INITIALS:  & 
LESSOR & GOV'T