

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
9/6/12

TO LEASE NO. GS-02B-23865

ADDRESS OF PREMISES 1600 Lexington Ave, Rochester, NY 14606-3061

THIS AGREEMENT, made and entered into this date by and between **Acquest South Park LLC**

whose address is **80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055**

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) establish the commencement date of the Lease; (2) confirm the costs of tenant improvements; (3) confirm the annual rental; (4) confirm the broker commission; (5) provide for usage of the interior bays of the facility; and (6) provide consideration for a delay in TI completion.

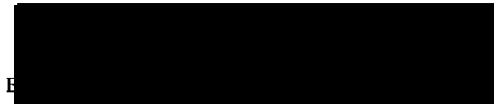
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

SEE ATTACHED

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

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

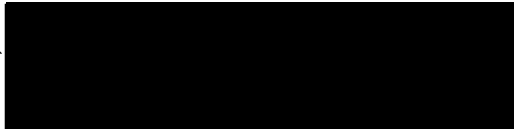
LESSOR : Acquest South Park LLC

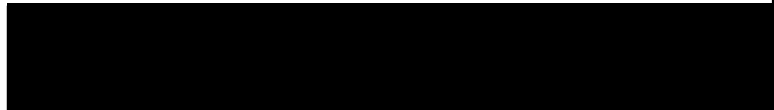
BY 
(Signature)

Member


(Title)

IN PRESENCE OF





UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY 
(Signature)

Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 1
GS-02B-23865

1. The term of the Lease shall commence on **September 1, 2012** and shall continue through **August 31, 2022**, subject to the termination rights set forth in Paragraph four (4) of the SF2 of this Lease. The official Certificate of Compliance is attached hereto as Exhibit A.
2. As per the official Notice to Proceed, dated April 25, 2012, attached hereto as Exhibit B, the Lessor and the Government have mutually agreed that the cost of the tenant improvements (TI) is **\$701,098.14**. As per the change order summary attached hereto as Exhibit C, the change order costs are **\$33,570.00**. This combined amount of **\$734,668.14** is **\$551,175.14** over the total tenant improvement allowance of **\$183,493.00** set forth in the lease.

In accordance with Paragraph 13 of Rider to Lease, the Government shall:

- a. Amortize the full TI allowance of **\$183,493.00** into the rent over the firm term of the Lease.
- b. Pay **\$551,175.14** of the cost of the TI via a one-time lump sum payment. The Lessor shall submit one invoice which shall be printed on the same letterhead as that named on the Lease, shall reference PDN #PS0024258, and shall be sent to:
U.S. General Services Administration Finance Division
PBS Payment Division (7BCP)
819 Taylor Street
Ft. Worth, TX 76102-0181

With a copy to the GSA Contracting Officer at the following address:
U.S. General Services Administration
26 Federal Plaza, Room 16-100
New York, NY 10278

3. As per SF2 Paragraph 3, the Government shall pay the Lessor annual rent as follows:

For Years 1-5 of the lease term, annual rent of \$131,701.50 (\$28.25 per RSF and \$30.51 per ABOASF) at the rate of \$10,975.13 per month in arrears.

For Years 6-10 of the lease term, annual rent of \$69,930.00 (\$15 per RSF and \$16.20 per ABOASF) at the rate of \$5,827.50 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
Acquest South Park LLC
80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055

4. As per Rider to Lease Paragraph 28:

CB Richard Ellis ("CBRE") along with their subcontractors, John Burweger and The Crown Partnership, Inc. is the authorized real estate broker representing the Government

in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the entire firm term value of this lease ("Commission"). 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 the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] ([REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

The shell rental portion of the annual rental payments due and owing under Paragraph 3 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 third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$10,975.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

5. The Lessor agrees to allow the Government 24/7 unlimited access to the interior bays of the premises, inclusive of the water supply and electrical power contained within, for the purposes of washing vehicles and boats, at no additional cost to the Government.
6. As consideration for delays in the completion of the TI, the Lessor hereby agrees to
 - a. Provide Storage (room 121) at no additional cost to the Government for the period of one-year from commencement of the Lease as per Paragraph 1 of this SLA.
 - b. Install the agency-provided signage in the Secured Entrance (room 101) at no additional cost to the Government.
 - c. Provide a credit in the amount of \$2,894.49 for the agreed upon cost of repeaters for extension from Demarc to LAN room. This credit will be addressed in forthcoming SLA 2.
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.