

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 02
TO LEASE NO. GS-02B-23902

DATE
10/29/2012

ADDRESS OF PREMISES: 6500 Sheridan Drive, 3rd Floor
Williamsville, NY 14221-4845

THIS AGREEMENT, made and entered into this date by and between **Uniland Partnership of Delaware L.P.**

whose address is:

100 Corporate Parkway, Suite 500
Buffalo, New York 14226-1200

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 square footage, (2) incorporate the final construction plans, (3) establish the commencement date and lease term, (4) establish the final tenant improvement costs including documentation and pricing for all change orders (5) establish the annual rent, (6) establish termination rights, (7) confirm the Broker Commission and Commission Credit to the Government, (8) identify the outstanding punch list items, (9) correct the lease number.

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: Uniland Partnership of Delaware L.P.

BY _____

Secretary

100 Corporate Parkway, Suite 500
Amherst, NY 14226

(Title)
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY _____

(Signature)

Contracting Officer

(Official Title)



**SUPPLEMENTAL LEASE AGREEMENT NO. 02
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1. The Lessor and the Government mutually agree that the square footage is amended to a total of 4,848 rentable square feet (RSF) of office and related space, which yields 4,253 ANSI BOMA Office Area Square Feet (ABOASF) of space, on the premises known and designated as 6500 Sheridan Drive, Williamsville, New York as shown on the attached floor plan labeled Exhibit "A", and seven (7) secured, reserved parking spaces. Included in the above square footage is a total 498 RSF which yields 438 ABOASF of space that shall be provided at no additional cost by the Lessor to the Government as part of this lease.
2. The approved construction plans dated March 29, 2012 shall be made a part of this Agreement and hereinafter referred to as the "Final Construction Plans" as agreed on SLA#1 Notice to Proceed with Construction".
3. The term of the Lease shall commence on September 21, 2012, and shall continue through September 20, 2022, subject to termination rights as set forth below.
4. The Lessor and the Government hereby agree that the final cost of the tenant improvements is \$412,346.09 which includes the total approved constructions cost of \$410,081.89 and one (1) approved change order in the amount of \$2,264.20. Of this amount, \$166,982.55 has been amortized into the rental rate over the full term of the lease of ten (10) years at an interest rate of 6% and such adjusted amount shall constitute the annual tenant improvement rental. The Government hereby agrees to pay the Lessor upon receipt of a proper invoice a one time lump sum payment of \$245,363.54. This amount represents the cost of the Tenant Improvement Allowance that exceeded the maximum tenant improvement allowance and work letter allowance specified in the Lease. The invoice should be mailed to the U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 and shall reference Pegasys Document Number PS0023709.
5. The Lessor and the Government mutually agree that the Government shall pay the Lessor annual rent as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>PRSF RATE</u>	<u>ABOASF RATE</u>	<u>MONTHLY RATE</u>
Years 1-5	\$128,871.00	\$29.6255	\$33.78	\$10,739.25
Years 6-10	\$135,372.00	\$31.1200	\$35.48	\$11,281.00

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**The Uniland Partnership of Delaware L.P.
100 Corporate Parkway, Suite 500
Amherst, NY 14226-1200**

 & 
 Lessor Govt.

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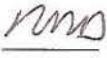

6. The Government may terminate this lease (in whole or in part) at any time on or after September 21, 2017 upon ninety (90) days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing
7. As per Rider to Lease Paragraph 16, Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this transaction. The Lessor and JLL have agreed to a cooperating lease commission of [REDACTED] of the five (5) year firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay JLL no additional commissions associated with this lease transaction. In accordance with Paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", JLL has agreed to forego [REDACTED] of the commission that is entitled to receive in connection with this Lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the balance of the commission of [REDACTED] (50% at lease execution and 50% at lease occupancy) to JLL in accordance with Paragraph 2.3 of the SFO, "Broker Commission and Commission Credit".

The shell rental portion of the annual rental payments due and owing under the lease shall be reduced to fully capture the Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted monthly rent:

First Month's Rental Payment \$10,739.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second Month's Rental Payment \$10,739.25 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

8. The Lessor shall proceed with due diligence to complete the deficiencies noted on the attached punch list annexed hereto and labeled Exhibit "B" by October 30, 2012. In the event the deficiencies are not corrected by October 30, 2012, the Government may proceed in accordance with Paragraph 15, Section 552.270-10, Failure in Performance, located in the General Clauses Section (GSA Form 3517) of the lease.
9. The Lessor and the Government hereby agree that the Lease Number is corrected from GS-04B-23902 to GS-02B-23902.
10. 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.

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Lessor Govt.