

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE <b>SUPPLEMENTAL LEASE AGREEMENT</b>	SUPPLEMENTAL AGREEMENT  NO. 1	DATE  September 15, 2010
BLDG NO. NY7314	TO LEASE NO. GS-02B-23741	
ADDRESS OF PREMISES <b>One Airport Way, Rochester, NY 14624-3128</b>		
THIS AGREEMENT, made and entered into this date by and between USAirports, Rochester, NY, G.P.		
whose address is: <b>One Airport Way, Suite 300 Rochester, NY 14624</b>		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective August 23, 2010, as follows:		
<ol style="list-style-type: none"> <li>1. In accordance with Paragraph 8 of Lease GS-02B-23741 the Commencement Date is established as August 11, 2010 and the Termination Date is established as August 10, 2017.</li> <li>2. Paragraph 11 of Lease GS-02B-23741 is deleted in its entirety and replaced with the following amended version which incorporates the Government decrease in annual Tenant Improvements from \$96,560.00 to \$53,184.00. <ol style="list-style-type: none"> <li>11. The Lessor agrees to contribute a TI allowance of \$53,184.00 (\$7.68 usf) in accordance with the provisions of Paragraph 1.10 of the SFO portion of this lease. The TI cost of \$53,184 will be amortized over the three (3) year lease firm term compounded at an interest rate of 7.5% per annum.</li> </ol> </li> <li>3. Paragraph 12 of Lease GS-02B-23741 is deleted in its entirety and replaced with the following amended version which incorporates the Government decrease in annual Tenant Improvements amortized over the firm term of the Lease. <ol style="list-style-type: none"> <li>12. The Government shall pay the Lessor annual rental as follows: <p>For years 1 through 3 of the lease term, a total annual rental rate of <u>\$28.51</u> per rentable square foot (rsf) for a total of <u>\$233,456.24</u> per annum at the rate of <u>\$19,454.69</u> per month in arrears as adjusted by operating cost escalations; provided, however, that the rent for the first month shall be reduced in accordance with paragraph 13. Years 1 through 3 annual rental rate includes \$2.42 per rsf (\$19,852.24 per annum) for the amortization at an interest rate of 7.5% per annum for the Lessor's contribution to the TI cost.</p> <p>For years 4 through 7 of the lease term, a total annual rental rate of \$24.85 per rentable square foot (rsf) for a total of \$203,471.80 per annum at the rate of \$16,955.98 per month in arrears as adjusted by operating cost escalations.</p> </li> </ol> </li> <li>4. Paragraph 13 of Lease GS-02B-23741 is deleted in its entirety and replaced with the following amended version which reflects a reduced commission agreement due to the Broker given the Government decrease in annual Tenant Improvements amortized over the firm term of the Lease. <ol style="list-style-type: none"> <li>13. Jones Lang LaSalle ("JLL") is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and JLL 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 Paragraph 1.13, "Broker Commission and Commission Credit" of the SFO portion of the lease, 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 1.13, "Broker Commission and Commission Credit"</li> </ol> </li> </ol>		

Initials R & G  
LESSOR GOVT

(fifty percent (50%) of the commission shall be due upon the execution of the Lease, and the remaining fifty percent (50%) shall be due at the lease commencement); the Commission less the Commission Credit is [REDACTED]

The shell rental portion of the annual rental payments due and owing under Paragraph 12 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 through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment \$19,154.69 (of which \$15,052.92 is Shell Rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

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

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

LESSOR USAirports, Rochester, NY, G.P.

[REDACTED]

Executive V.P.  
(Title)

IN PRESENCE OF

[REDACTED]

One Airport Way Rochester, NY  
(Address of Witness)

Printed Name of Witness:

Lynne N. Tormey

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

[REDACTED]

Maria DiFedele  
Contracting Officer

(Signature)

(Official Title)