

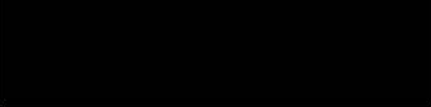

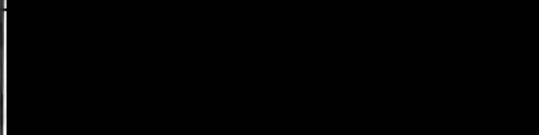


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE 3/6/2012
TO LEASE NO. GS-02B-23758		
ADDRESS OF PREMISES: 622 Main Street, Buffalo, NY 14202		
THIS AGREEMENT, made and entered into this date by and between Acquest Theatre Place, LLC whose address is 88 Curtwright Drive, Suite 5, Williamsville, NY 14202		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government:		
WHEREAS , the parties hereto desire to supplement the Lease to incorporate the final construction plans into the Lease; to provide for a lump sum payment of tenant improvements in excess of the initial Tenant Improvement cost; and for the Government to provide Lessor a Notice to Proceed for the construction of the demised premises.		
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 effect.		
IN WITNESS WHEREOF , the parties subscribed their names as of the above date.		
LESSOR: Acquest Theatre Place, LLC 	 _____ (Title)	
IN PRESENCE OF 	 _____ (Address)	
	GENERAL SERVICES ADMINISTRATION _____ Contracting Officer	
(Signature)	(Official Title)	

SUPPLEMENTAL LEASE AGREEMENT NO. 2 to Lease GS-02B-23758

1. The plans annexed here as Exhibits "A" through "V" shall be part of this agreement and are incorporated by reference. They are hereinafter referred to as "Final Construction Plans" dated September 23, 2011 and comprise the following:

Exhibit "A": Title Sheet
Exhibit "B": G-001 General Notes
Exhibit "C": S101 First Floor Plan
Exhibit "D": S102 Second and Third Floor Framing Plan
Exhibit "E": 2-201 Details and General Notes
Exhibit "F": S202 Seismic Bracing
Exhibit "G": A-001, A-002, A-003 ADA Details
Exhibit "I": AD-101, AD-102, AD-103 First, Second and Third Floor Demolition Plans
Exhibit "J": FLS-101, FLS-102, First and Second Floor Fire Life Safety Plans
Exhibit "K": A-101, A-102, A-103 First, Second and Third Floor Plan Notes
Exhibit "L": A-201, Exterior Elevations
Exhibit "M": A-401, A-402, Interior Elevations
Exhibit "N": A-403, Millwork Sections
Exhibit "O": A-601, Door Schedule
Exhibit "P": A-602, Room Finish and Interior Signage Schedule
Exhibit "Q": A-701, A-702, A-703, First, Second and Third Floor Ceiling Plans
Exhibit "R": AI-101, AI-102 First and Second Floor Furniture Plans
Exhibit "S": M-1, M-2, M-3, M-4, M-5, M-6, M-7 Mechanical Plans
Exhibit "T": P-1, P-2, P-3 Plumbing Plans
Exhibit "U": E-1, E-2, E-3, E-4, E-5, E-6 Electrical Power Distribution Plans
Exhibit "V": FP-1, F-100, F-200 Fire Protection Plan First and Second Floors

2. The Lessor and the Government agree that, based upon the Final Construction Plans, the total cost of the Tenant Improvements is \$1,034,940.00. This cost includes all 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. The maximum tenant improvement allowance amortized into the annual rental, as stated in Paragraph 11 of the Rider to this Lease, is \$826,613.13. The Government hereby agrees to pay the Lessor, upon substantial completion and acceptance by the Government of the space and receipt of a proper invoice, a one-time lump payment of \$208,326.87. This amount represents the cost of the Tenant Improvements that **exceeded** the maximum tenant improvement allowance and work letter allowance specified in the Lease. The invoice should be mailed to U.S. General Services Administration, Finance Division-7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following PDN# PS0022962
3. Upon execution by the Government, this Supplemental Lease Agreement shall be considered the Government's notice for the Lessor to proceed with the work to

CR

construct the space in accordance with the specifications set forth in the lease and the Final Construction Plans.

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, the terms and conditions of this Agreement shall control and govern.

CM not