

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 01
TO LEASE NO. **GS-04B-23902**

DATE
6/13/2012

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 issue the Notice to Proceed with 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 force and in effect.

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

LESSOR: **Uniland Partnership of Delaware L.P.**

[Redacted Signature]

(Signature)

Secretary

100 Corporate Parkway, Suite 500
Amherst, NY 14226

(Title)
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

BY [Redacted Signature]

(Signature)

Contracting Officer

(Official Title)

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1. The construction plans that are dated March 29, 2012 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans".
2. Based on this contract requirement the government has reviewed the TI costs and determined that they are fair and reasonable. This Supplemental Lease Agreement (SLA) represents your Notice to Proceed (NTP) with the construction of the Tenant Improvements (TI's) in the amount of \$410,081.89 per the proposal dated May 29, 2012. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, as well as filing, permit and expediter fees, labor, materials, overhead and profit. Upon execution by the Government, the Lessor is to proceed with the work to construct the space in accordance with the specifications set forth in the Lease and the Final Construction Plans.
3. Upon completion, inspection and acceptance of space the Government shall reimburse the Lessor for the tenant improvements as follows: The Lessor and the Government hereby agree that, based upon the final construction plans, the cost of the tenant improvements is \$410,081.89. Of this amount, the total tenant improvement amount to be amortized is \$166,982.55, over ten (10) years at a rate of 6%. The remaining balance of \$243,099.34 shall be paid to the Lessor in a one-time, lump-sum payment upon the Lessor's submission of a proper invoice to the Government. The Lessor agrees that the invoice(s) shall be printed on the same letterhead as the payee named in this Lease and shall reference Pegasys Document Number PS0023709.
4. Any additional change orders after the start of the construction process must be submitted in writing to the Contracting Officer for review and approval. The lessor cannot proceed with the changes unless agreed to in writing by the Contracting Officer. The consolidation of costs will be completed upon substantial completion of the space by the Lessor and acceptance by the Government, and the parties shall execute a Supplemental Lease Agreement setting forth the firm term of the Lease, the amortization of the tenant improvement allowance, and the annual rental rate.
5. 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.


Lessor & 
/ Gov't.