



GSA Public Buildings Service

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE <i>8/8/12</i>
	TO LEASE NO. GS-02B-23903	

ADDRESS OF PREMISES: 255 East Avenue, Rochester, New York 14604

THIS AGREEMENT, made and entered into this date by and between **Corporate Place, LLC** whose address is **255 East Avenue, Rochester, New York 14604-2625**,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto agree to amend the Lease to adjust the annual rent for years 6 through 10.

NOW THEREFORE, the parties for the consideration recited herein, covenant and agree that the Lease is amended effective on the above date as follows:

SEE ATTACHED

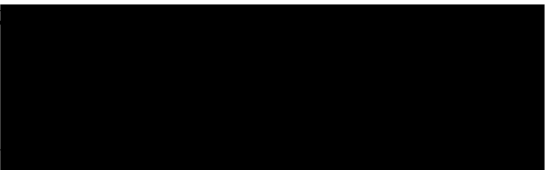
All other terms and conditions of the Lease remain in full force and effect.

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

LESSOR: CORPORATE PLACE, LLC

BY 

C.E.O.
(Title)

IN 

255 East Ave, 14604
(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

B 

Contracting Officer
(Official Title)

GS-02B-23903
Supplemental Lease Agreement No. 1 continued

1. Paragraph 13 of the Rider to Lease has been deleted in its entirety and replaced as follows:

"13. The term of the lease shall have the following rent payments –

Years 1-5; the Government shall pay the Lessor an annual rent of \$506,695.20 (\$21.19 per rentable square foot (RSF) or \$23.52 per ANSI/BOMA office area square foot (ABOA SF)) at the rate of \$42,224.60 per month in arrears.

Years 6-10; the Government shall pay the Lessor an annual rent of \$411,525.52 (\$17.21 per RSF or \$19.12 per ABOA SF) at the rate of \$34,293.79 per month in arrears.

The rental set forth above is based upon the Lessor providing a tenant improvement allowance of \$430,860.00 (maximum tenant improvement allowance) for the construction of the tenant improvements which shall be amortized into the annual rental over years 1-5 at an interest rate of 4.00%.

If the actual cost of constructing the tenant improvements is less than the maximum tenant improvement allowance, the rental rate will be reduced to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 4.00% and such adjusted amount shall constitute the annual tenant improvement rental.

If the actual cost of constructing the tenant improvements is more than the maximum tenant improvement allowance, the rental rate may be increased to reflect the actual cost which will be amortized into the annual rental over years 1-5 at an interest rate of 4.00% and such adjustment shall constitute the annual tenant improvement rental or the Government may reimburse the Lessor for that portion which exceeds the tenant improvements in a one-time lump sum payment.

Notwithstanding the forgoing, the Government reserves the right, upon satisfactory completion of all alterations required by this Lease and Government acceptance of the space as satisfactorily completed, to make a one-time lump sum payment to the Lessor for all or part of the tenant improvement allowance, in which case the annual rental will be adjusted accordingly. These specific items together with the total lump sum payment amount and the reduced annual rental amount will be more specifically set forth in a Supplemental Lease Agreement."

2. 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 Supplemental Lease Agreement conflict with any terms and conditions of the Lease, the terms and conditions of this Supplemental Lease Agreement shall control and govern.

INITIALS: JS & DB
LESSOR & GOVERNMENT