

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 TO LEASE NO. GS -02B-23699	DATE: 5-31-2011
ADDRESS OF PREMISES: 200 Delaware Avenue, Buffalo, NY 14202		
THIS AGREEMENT, made and entered into this date by and between Uniquist Delaware, LLC whose address is: 100 Corporate Parkway Suite 500 Amherst, NY 14226 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease and (2) to modify the final tenant improvement costs, rental amount and broker commission. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 2, 2011, as follows: <p style="text-align: center;">SEE ATTACHED</p>		
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: Uniquist Delaware, LLC		
BY <u><i>M. J. [Signature]</i></u> (Signature)	<u><i>[Signature]</i></u> (Title)	
IN PRESENCE OF <u><i>[Signature]</i></u> (Signature)	_____ (Address)	
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION		
BY <u><i>[Signature]</i></u> (Signature)	_____ Contracting Officer (Official Title)	

GSA form 276 (REV 11/93)

INITIALS: *MJ & [Signature]*
LESSOR GOVT

**SUPPLEMENTAL LEASE AGREEMENT #1
TO LEASE # GS-02B-23699**

1. The space was delivered substantially complete on March 2, 2011. The term of the Lease, together with the rental payments, shall commence on March 2, 2011 and shall continue through March 1, 2021 subject to termination rights as set forth in the Lease.
2. The Lessor and the Government mutually agree that the actual cost of the total tenant improvements (TI) is \$494,240.02. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, permit and expediter fees, labor, materials, overhead and profit.
3.
 - a. \$241,683.36 of the TI cost will be amortized over the ten year (10) lease term compounded at an interest rate of 8% per annum. In the event the Government exercises its right to terminate the lease as set forth in Paragraph 9 of the lease rider, the Government shall not be liable to pay the Lessor for the unamortized balance of such amount remaining at the effective date of this lease termination.
 - b. The lessor agrees that the invoice for the balance amount of \$252,566.66 shall be printed on the same letterhead as the payee named in this lease (Uniquet Delaware, LLC), shall reference the PCN# ~~N0510749~~, and shall be sent to:

PS 0020960
General Services Administration
Finance Division
819 Taylor Street
Fort Worth, Texas 76102-0181

4. Paragraph 12 of the Lease is deleted in its entirety and replaced with the following:

"The Government shall pay the Lessor annual rental as follows:

For years 1 through 10 of the lease term, a total annual rental rate of \$24.85 per rentable square foot (rsf) for a total of \$249,535.56 per annum at the rate of \$20,794.63 per month in arrears as adjusted by operating cost escalations; provided, however, that the rent for the first two months shall be reduced in accordance with paragraph 14. Years 1 through 10 annual rental rate includes \$3.50 per rsf (\$35.187.43 per annum) for the amortization at an interest rate of 8% per annum for the Lessor's contribution to the TI cost."

5. Paragraph 14 of the Lease is deleted in its entirety and replaced with the following:

"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 2.3, "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 2.3, "Broker Commission and Commission Credit" (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 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

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LESSOR GOVT

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first month of the rental payments and continue through the second month of the rental payments as indicated in the following schedule of adjusted Monthly Rent:

First month's rental payment (month 7) \$20,794.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted seventh month's rent.

Second month's rental payment (month 8) \$20,794.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted eighth month's rent.

6. 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.

INITIALS: *MS* & *JD*
LESSOR GOV'T