





**SUPPLEMENTAL LEASE AGREEMENT NO. 03**

**GS-02B-23736**

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Genesee Gateway, LLC  
726 Exchange Street, Suite 825  
Buffalo, New York 14210-1486

5. The Government may terminate this lease (in whole or in part) at any time on or after November 1, 2015 upon ninety (90) days written notice to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
  
6. The Lessor and the Government mutually agree that the square footage is amended to a total of 11,462 rentable square feet (RSF) of office and related space, which yields 10,462 ANSI BOMA Office Area Square Feet (ABOASF) of space, on the premises known and designated as 111 Genesee Street, Buffalo, New York. The space is located on the 1<sup>st</sup> and 2<sup>nd</sup> floors, with the separate floor spaces measuring 8,501 ABOASF and 1,925 ABOASF, respectively, as shown on the floor plans labeled Exhibit "B" and Exhibit "C", and six (6) secured, reserved parking spaces to be used for office and related purposes and parking. In addition, 552 RSF which yields 507 ABOASF of space and one (1) secured, reserved parking space shall be provided at no additional cost by the Lessor to the Government as part of this lease.
  
7. The Lessor shall proceed with due diligence to complete the deficiencies noted on the attached punch list annexed hereto and labeled Exhibit "D" by December 31, 2010. In the event the deficiencies are not corrected by December, 31, 2010, the Government may proceed in accordance with Paragraph 15, Section 552.270-10 Failure in Performance, located in the General Clauses Section (GSA Form 3517) of the lease.
  
8. All change orders including those that still require a price proposal and proper documentation prior to receiving Government approval are listed on the attached Change Order report annexed hereto and labeled Exhibit "E". Those change orders marked approved and totaling \$21,052.98, will be reimbursed to the Lessor by the Government upon the Lessor's submission of a proper invoice. The Lessor shall submit the required documentation and price proposal for the remaining change orders no later than December 31, 2010. Any additional change orders, that the lessor maintains should be reimbursed by the Government, must be submitted by December 31, 2010.

Initials: J & Y  
Lessor Gov't

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9. Except as modified by this Supplemental Lease Agreement, all other 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 or any previous Supplemental Lease Agreements, the terms and conditions of this Supplemental Lease Agreement shall control and govern.

Initials: JS & MA  
Lessor Gov't