

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 5 AMENDED	DATE: 9/14/2010
TO LEASE NO. LND14361		

ADDRESS OF PREMISES **1816 17th Street NE, Grand Forks, ND 58203**

THIS AGREEMENT, made and entered into this date by and between [redacted] Grand Forks, LLC
whose address is 80 Curtwright Drive, Suite 5
Williamsville, NY 14221

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 provide for the payment of the Tenant Improvements

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 9/14/2010 as follows:

Paragraphs 41 is hereby added to the Lease :

"41. TENANT IMPROVEMENT PAYMENT: Based upon finalized quotes and approvals provided by the government, the Government agrees to reimburse the Lessor in an amount of \$31,215.00 upon completion of the work, inspection, and acceptance of the following described work items by the Government, Supplemental Lease Agreement Number 5 signed by both parties, and upon receipt of an acceptable itemized invoice by the Lessor. In no event shall payment be made prior to the delivery date for the work. Payment will be made for those items that are newly installed, based on the referenced plans, negotiated and agreed upon costs between GSA and [redacted] Grand Forks, LLC. Any other changes to the scope of work, or any increases in the price, shall be approved in writing by the GSA Contracting Officer.

Payment will be made for those items that are newly installed, based on the above negotiated and agreed upon cost. Payment shall be forwarded to the above named Vendor. The Vendor receiving payment shall issue the invoice. The invoice shall include a unique invoice number and cite the following PDN Number PS0018402. (Invoices submitted without the PDN Number are immediately returned to the Vendor). Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the GSA Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically may mail the invoices to the following address: GSA, Greater Southwestern Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 76102.

The Lessor shall remain responsible for maintenance and repair of items provided as a result of approved Requests for Proposals during construction of the Tenant Improvements throughout the term of the lease. The Lessor waives any restoration in connection with these items."

All other terms and conditions of the lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR	[redacted]	[redacted] <u>VP</u>
BY	(Signature)	(Title)
IN FIDELITY	[redacted]	[redacted]
BY	(Signature)	(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION	[redacted]	[redacted]
BY	[redacted]	LEASING CONTRACTING OFFICER (Official Title)

WCT