

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 MAR 1 PM 3:45
	TO LEASE NO. GS-02B-23865
ADDRESS OF PREMISES 1600 LEXINGTON AVE, ROCHESTER, NY 14606-3061	PDN Number: PS0024258

THIS AGREEMENT, made and entered into this date by and between Acquest South Park LLC

whose address is: 80 Curtwright Drive, Suite 5
Williamsville, NY 14221-7055

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: make final payment for the remaining change orders.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by both parties, as follows:

SEE ATTACHED

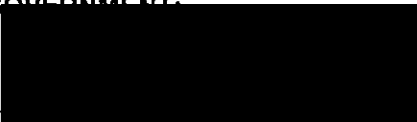
This Lease Amendment contains 2 pages.

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 below date.

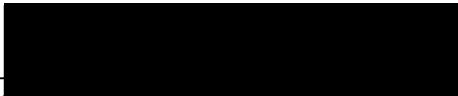
FOR THE LESSOR: Acquest South Park LLC

Signature: 
 Name: Michael Huntas
 Title: Member
 Entity Name: Acquest South Park LLC
 Date: 2/12/13

FOR THE GOVERNMENT:

Signature: 
 Name: MARY NOWOBILSKI
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 2/12/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Cheryl D. ...
 Title: Exec. Assistant
 Date: 2/12/13

LEASE AGREEMENT NO. 02
GS-02B-23865

1. The Lessor and the Government hereby agree that the cost for change orders #3, #5, and #6, attached to this Lease Amendment and labeled Exhibits "A", "B", and "C" respectively, totals \$42,736.00. Upon satisfactory completion of the work indicated above and acceptance by the Government of the same, the Lessor shall submit an itemized invoice and the Government will make a one-time lump-sum payment in the amount of \$42,736.00 for Change Orders #3, #5, and #6 which includes the Lessor's labor, materials, profit, and overhead costs. The Lessor agrees that the invoice shall be printed on the same letterhead as the payee named in the Lease and shall reference PS0024258. The invoice should be submitted directly to the GSA Office of Finance with a copy to the Contracting Officer.
2. The Lessor shall be required to maintain and repair all items furnished and installed as part of the Supplemental Lease Agreement in accordance with the provisions of the Lease, and in the same manner as all other tenant improvements provided by the Lessor under the Lease.
3. 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.