

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 02  TO LEASE NO. GS-02P-LNY00117
ADDRESS OF PREMISES: 225 Lang Boulevard Grand Island, NY 14072	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between Acquest Grand Island 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. .

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 1, 2017 as follows:

1. **Paragraph 1.01 A. of Lease Amendment No. 01**, is hereby deleted in its entirety and the following is substituted in its place:

**1.01 THE PREMISES (SEP 2015)**

The Premises are described as follows:

- A. Office and Related Space: 35,882 Rentable Square Feet (RSF), yielding 33,757 ANSI BOMA Office Area Square Feet (ABOASF) consisting of the following: Unit I consisting of 28,700 RSF, yielding 27,000 ABOASF of office and related space at approximately \$38.28/RSF for years 1-5 and \$41.77/RSF for years 6-15, and Unit II consisting of 7,182 RSF, yielding 6,757 ABOASF required for on-site inside parking at 0.00/RSF, and resulting in 18 structured parking spaces for years 1-15 of the Lease. While the Government pays \$0.00 for Unit II, this Lease requires the Government to reimburse

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:

FOR THE GOVERNMENT:

Signature: [Redacted]

Signature: [Redacted]

Name: [Redacted]

Name: Mary Nowobilski

Title: [Redacted]

Title: Lease Contracting Officer

Entity Name: [Redacted]

GSA, Public Buildings Service,

Date: 11/30/17

Date: December 4, 2017

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]

Name: Robert J. Scarpello


Title: Attorney

Date: 11/30/17

the Lessor for any increases in tax adjustments associated with Unit II. If in the event there is a reduction in taxes, any cost savings will be taken from Unit I. The rental space is located on the 1st floor of the Building as depicted on the floor plan(s) attached hereto as Exhibit "A". All rights, responsibilities, and obligations that bind the Lessor and Government under this Lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to both Units I and II of the Lease.

2. Except as modified by this Lease Amendment, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease or any previous Lease Amendments, the terms and conditions of this Lease Amendment shall govern and control.

INITIALS:

  
LESSOR

&amp;

  
GOV'T