

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02-23903
ADDRESS OF PREMISES: 255 East Avenue, Rochester, NY 14604	PDN Number:

**THIS AMENDMENT** is made and entered into between: **Corporate Place, LLC**

whose address is: 255 East Avenue, Rochester, NY 14604

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 establish the date of beneficial occupancy of the Government Leased space, begin rent of the fully serviced rent to include Shell, Operating and the Tenant Improvement Costs, state the real estate tax base year and restate the rent commission credits.

**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 **February 1, 2014** as follows:

Paragraph (12) twelve of the Lease Rider is hereby deleted in its entirety and replaced below:

12. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **February 1, 2014** and continuing for ten years through **January 31, 2024** subject to the termination rights as set forth in the lease.

Paragraph (13) thirteen of the Lease Amendment No. 1 is hereby deleted in its entirety and replaced below:

13. RENT AND OTHER CONSIDERATIONS

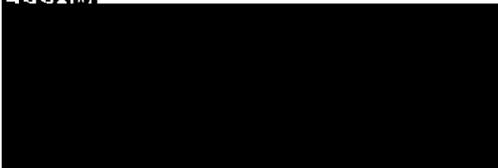
	FIRM TERM YEARS 1-5	NON FIRM TERM YEARS 6-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$317,073.12	\$317,073.12
TENANT IMPROVEMENTS RENT	\$92,599.54	\$0.00
OPERATING COSTS <sup>1</sup>	\$94,452.40	\$94,452.40
<b>TOTAL ANNUAL RENT</b>	<b>\$504,125.06</b>	<b>\$411,525.52</b>

<sup>1</sup>Operating rate subject to annual CPI adjustments.

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:



Signature:

Name:

Title:

Entity Name: Corporate Place, LLC

Date: 2.21.14

FOR THE GOVERNMENT:



Signature:

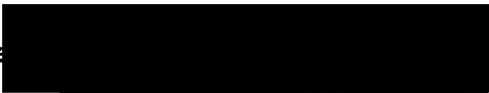
Name:

Title:

GSA, Public Buildings Service,

Date: 2/25/14

WITNESSED FOR THE LESSOR BY:



Signature:

Name:

Title: Vice President

Date: 2.24.14

The Government hereby accepts the Tenant Improvements provided by the Lessor in the Government leased space. The Government shall pay the Lessor \$418,695.74, which will be amortized in the rent at an annual rate of 4.5% over the firm term, more specifically reflected in the above rent schedule. Said amount includes all cost for labor, materials, fees, overhead, profit and any other costs required to complete the work including the below indicated change orders.

COR#	Description	Cost
1	Additional Electrical Work	[REDACTED]
2	Demo, Reframe and infill	
3	Demo and infill walls 115 & 116	
4	Add Kitchen to room 312	
5	Add 3 1/2 sound batts to room 308	
6	CIS / Storage renovations	
7	Dedicated Circuits & field conditions work	
8	Add door bell system	
9	Add a Simplex Cipher Lockset	

Paragraph (17) seventeen of the Lease Rider is hereby deleted in its entirety and replaced below:

17. For the purposes of the Real Estate Tax Adjustment, in accordance with Paragraph 4.2 of the Lease, the Government will occupy 14% of the rentable area of the building and the real estate tax base year shall be 2015.

Paragraph (31) thirty-one of the Lease Rider is hereby deleted in its entirety and replaced below:

31. BROKER COMMISSION AND COMMISSION CREDIT

A. A. Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Studley, Inc. with the remaining [REDACTED], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

- Month 1 Rental Payment \$42,010.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent;
- Month 2 Rental Payment \$42,010.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2<sup>nd</sup> Month's Rent;
- Month 3 Rental Payment \$42,010.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3<sup>rd</sup> Month's Rent;
- Month 4 Rental Payment \$42,010.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4<sup>th</sup> Month's Rent;
- Month 5 Rental Payment \$42,010.42 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5<sup>th</sup> Month's Rent.

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 Lease Amendments, the terms and conditions of this Agreement shall control and govern.

INITIALS: AS LESSOR & cp GOV'T