

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 01 DATE 12/8/2010

TO LEASE NO: GS-02B-23724

ADDRESS OF PREMISES: 1 Winners Circle
Albany, New York 12205

THIS AGREEMENT, made and entered into this date by and between Capital Plaza Office Associates, LLC

whose address is
14 Hemlock Street
Latham, New York 12110

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: (1) incorporate the final construction plans, (2) establish the commencement date and lease term, (3) modify the final tenant improvement costs, (4) establish the annual rent, (5) establish termination rights, and (6) amend the square footage.

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

SEE ATTACHED

All other terms and conditions of the Lease shall remain in force and in effect.

scribed their names as of the above date.

MANAGER

(Title)

14 HEMLOCK ST. LATHAM NY 12110

(Address)

GENERAL SERVICES ADMINISTRATION

Contracting Officer

(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 01

GS-02B-23724

1. The construction plans that were approved and dated July 22, 2010 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans" annexed hereto and labeled Exhibit "A".
2. The term of the Lease, together with the rental payments, shall commence on November 10, 2010 and shall continue through November 9, 2020, subject to termination rights as set forth below.
3. The Lessor and the Government mutually agree that, based upon the Final Construction Plans and the specifications set forth in the lease, the total actual cost of the tenant improvements (TI) is \$112,740.35 which is less than the maximum tenant improvement allowance of \$189,188.50 established in Paragraph 14 of the lease. In accordance with Paragraph 14, if the actual cost of constructing the tenant improvements is less than the tenant improvement allowance, the rental rate will be reduced to reflect that actual cost which will be amortized into the annual rental over 60 months at an interest rate of 5.0% and such adjusted amount shall constitute the annual tenant improvement rental. The portion of the annual rental amount amortized pursuant to this calculation is \$112,740.35 (\$30.72/ABOASF) payable monthly at the rate of \$2,127.55 or \$25,530.59 annually and is included in the annual rent payment identified in Paragraph 14 of the Lease.
4. The Lessor and the Government mutually agree that the Government shall pay the Lessor annual rent of \$95,962.39 (\$22.74/RSF yielding \$26.15/ABOASF (as RSF and ABOASF are defined below)) at the rate of \$7,996.87 per month in arrears from November 10, 2010 through November 9, 2015 and \$70,431.80 (\$16.69/RSF yielding \$19.19/ABOASF) at the rate of \$5,869.32 per month in arrears from November 10, 2015 through November 9, 2020.

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

Capital Plaza Office Associates, LLC
14 Hemlock Street, P.O. Box 517
Latham, New York 12205-0517

5. The Government may terminate this lease (in whole or in part) at any time on or after November 9, 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.

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SUPPLEMENTAL LEASE AGREEMENT NO. 01

GS-02B-23724

6. The Lessor and the Government mutually agree that the square footage is amended to a total of 4,935 rentable square feet (RSF) of office and related space, which yields 4,291 ANSI BOMA Office Area Square Feet (ABOASF) of space located on the first floor of 1 Winners Circle, Albany, New York as indicated on the attached Floor Plan marked Exhibit "B". In addition, 715 RSF which yields 621 ABOASF of this space shall be provided at no additional cost by the Lessor to the Government as part of this lease.

7. 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 Supplemental Lease Agreements, the terms and conditions of this Agreement shall control and govern.

Initials: TAB & MA
Lessor Gov't