

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>01</u>
	TO LEASE NO. <u>GS-02B-23951</u>
ADDRESS OF PREMISES 15 CORNELL RD LATHAM, NY 12110-1490	PDN Number: <u>PS0026898</u>

THIS AMENDMENT is made and entered into between B.A. Properties, LLC

whose address is: 19 British American Boulevard
Latham, NY 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. .

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 July 11, 2013 as follows:

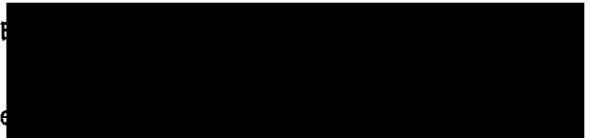
This Lease Amendment contains 2 pages.

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:

Signature: 
 Name: Seamus B Jones
 Title: Pres. CEO British American Development Corp.
 Entity Name: Managing Member B/A Properties LLC
 Date: 7/30/13

FOR THE

Signature: 
 Name: DOMINICK COFFIN
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 8/6/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: CORI L BURNS
 Title: Business Development
 Date: 7/30/13

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1. The final accepted construction plans that are dated May 16, 2013 shall be made part of this Agreement and hereinafter referred to as the "Final Construction Plans" annexed hereto and labeled Exhibit "A".
2. The Lessor and the Government agree that, based upon the Final Construction Plans, the total cost of the Tenant Improvements (TI) is **\$101,183.57**. Of the total cost, \$80,509.80 shall be amortized as indicated in the Lease. The remaining balance of **\$20,673.77** shall be paid in lump sum upon receipt of an invoice following completion, inspection, and the Government acceptance of the space.
3. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$20,673.77**, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Domenick Coffrini, Contracting Officer
26 Federal Plaza, Rm 16-100
New York, NY 10278

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # **PS0026898**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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4. Upon execution by the Government, this Supplemental Lease Agreement shall be considered the Government's notice for the Lessor to proceed with the work to construct the space in accordance with the specifications set forth in the lease and the Final Construction Plans.
4. Upon substantial completion of the space by the Lessor and acceptance by the Government as satisfactorily complete, the parties shall execute a Supplemental Lease Agreement setting forth the commencement date of the Lease and the termination date of the Lease.
5. 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:

SBS
LESSOR

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