

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

**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 September 18, 2013 as follows:

- I. The space is substantially complete as of September 18, 2013. A punch list inspection occurred on the date of substantial completion and the punch list consists of the following items:
  - a. Touch up paint where required.
  - b. Reseat ceiling tiles where required.
  - c. Repair/replace doors/hardware to ensure door hardware correctly engages the frame at Office 103 and 104. The Lessor shall complete all punch list items by October 18, 2013.
- II. The rent commencement date and lease commencement date is hereby established as September 18, 2013. The Lease term shall continue through September 17, 2023 subject to termination rights with 120 days notice on or after the fifth year.
- III. The tenant improvement allowance has been fully utilized. The rent shall be as set forth in the Lease.

SEE PAGE 2 FOR CONTINUATION

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: Steven B Jones  
 Title: President/CEO British American  
 Entity Name: Development Corp Managing Member  
 Date: B/A Properties, LLC  
10/23/13

FOR THE GOVERNMENT



Signature: \_\_\_\_\_  
 Name: Doreen W. Collins  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 10/29/13

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
 Name: Cori L. Bulnes  
 Title: Business Development  
 Date: 10/23/13

**SUPPLEMENTAL LEASE AGREEMENT NO. 02**

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- IV. Tenant Improvement costs of \$101,183.57 were established in LA#01. Subsequently, the Lessor proposed a reduction in the cost due to the elimination of a requirement for temporary doors. The Government accepted the proposed reduction of \$1,170.00. Therefore, the total cost of the Tenant Improvements (TI) is **\$100,013.57**. Of the total cost, \$80,509.80 shall be amortized as indicated in the Lease. The remaining balance of \$19,503.77 shall be paid in lump sum upon receipt of an invoice.
- V. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$19,530.77, upon receipt of an original invoice 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.

- VI. 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:

CS  
LESSOR

&

DC  
GOVT