

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02B-24240
ADDRESS OF PREMISES: 10 Hastings Drive, Latham, New York 12110-3530	

**THIS AMENDMENT** is made and entered into between **USGP ALBANY DEA LLC** whose address is: **c/o Easterly Partners, 2101 L Street, NW, Suite 750, Washington DC 20037-1659** 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 adjust the Real Estate Tax Base amount, with a subsequent adjustment in annual rent, based on the actual tax bills for calendar year 2015, pursuant to Paragraph 1.12 of the 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 **February 1, 2015**, as follows:

1. Paragraph 1.12 of the Lease is hereby deleted and the following Paragraph 1.12 is substituted in lieu thereof:

**1.12 REAL ESTATE TAX BASE:** The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment paragraph of the Lease is calendar year 2015 (which is comprised of the 2015 Town of Colonie General Tax Bill, the 2nd half 2014/2015 Town of Colonie North Colonie Central School Tax Bill and the 1st half 2015/2016 Town of Colonie North Colonie Central School Tax Bill) which is calculated as **\$142,864.19** (See Attachment A: Receipted Tax Bills). Tax adjustments shall not occur until the tax year following lease commencement has passed.

2. Paragraph 1.03A of the Lease is hereby deleted and the following Paragraph 1.03A is substituted in lieu thereof:

**1.03 RENT AND OTHER CONSIDERATIONS:** A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

**FIRM TERM ANNUAL RENT:**  
**Shell Rent: (\$35.60 per RSF multiplied by 31,976 RSF): \$1,138,223.72**  
**Operating Rent: (\$6.04 per RSF multiplied by 31,976 RSF): \$ 193,181.34**  
**Total Annual Rent: \$1,331,405.06**

3. The Government shall reimburse the Lessor for unpaid rent beginning February 1, 2015 through the present which is a result of this increase in rent due to the adjustment of the Real Estate Tax Base. There shall be no penalty or interest for that portion of the aforementioned unpaid rent.

This Lease Amendment contains 4 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:

**FOR THE LESSOR**

Signature:   
 Name: William C. Trimble III  
 Title: Chief Executive Officer  
 Entity Name: USGP Albany DEA LLC  
 Date: 2/18/16

**FOR THE GOVERNMENT**

Signature:   
 Name:   
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 4/20/16

**WITNESSED**

Signature:   
 Name: Nicholas A. Nimerala  
 Title: Vice President  
 Date: 2/18/16