

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. GS-02B-23984
LEASE AMENDMENT	
ADDRESS OF PREMISES 52 Corporate Circle Albany, NY 12203	PDN Number:

THIS AMENDMENT is made and entered into between: Fiftytwo LLC LP

Whose address is: 25 Corporate Circle Albany, NY 12203

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, as previously amended, to (i) establish the term of the Lease; (ii) pay the Lessor the overage in Tenant Improvements (TI) and change orders.

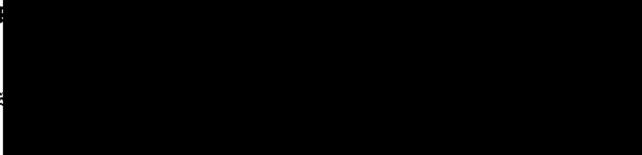
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective April 24, 2015 as follows

"SEE ATTACHED"

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: _____
 Title: Partner
 Entity Name: FIFTYTWO LP
 Date: 9/30/2015

FOR THE GOVERNMENT: 
 Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service
 Date: 11/4/15

WITNESSED FOR THE LESSOR BY:

 Signature: _____
 Name: _____
 Title: Agent
 Date: 9/30/2015



Attachment to Lease Amendment No.2 to GS-02B-23984

1. The term of the Lease, together with rental payments, shall commence on April 24, 2015 and shall continue through April 23, 2025, subject to termination rights as set forth in the Lease.
2. The Government shall pay a one time lump-sum payment in the amount of \$35,553.12 (\$1,034,902.31 price of build-out (subtracted by) Tenant Improvement (TI) allowance in Lease \$999,349.19 (\$62.943200 per ABOA SF), which represents the overage in TI; The Government shall also pay a one time lump-sum payment in the amount of \$9,789.00, which represents change orders attached hereto as Exhibit "B". The Government shall reimburse the Lessor for the overage in TI and the Change Orders within thirty (30) days, upon submittal of a separate invoice for each action, and reasonable approval of a proper invoice. The Lessor agrees that the invoice(s) shall be printed on the same letterhead as the named on this Lease, and shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice(s) shall reference PDN No. PS 0033417 and shall be sent electronically to the GSA Finance Website at <https://www.finance.gsa.gov>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800 676-3690. If you are unable to process the invoice(s) electronically, you may mail the invoice(s) to the address:

General Services Administration
Finance Division
819 Taylor Street
Fort Worth, Texas 76102-0181

The Lessor shall simultaneously send a copy of the invoice to the GSA Contracting Officer.

3. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Lease Amendment (LA) in accordance with the provisions of the Lease and in the same manner as all other tenant improvements provided by the Lessor under this Lease.
4. 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 Agreement(s), the terms and conditions of this Agreement shall control and govern.

D. C. GTH