

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02P-LNY24170
ADDRESS OF PREMISES 572 Third Avenue Extension, Rensselaer, NY 12144-5509	PDN Number: PS0035201

THIS AMENDMENT is made and entered into between **Third Avenue Partners, LLC**

whose address is: **77 Troy Road,
East Greenbush, NY 12061**

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) to establish the term of the Lease; and (2) 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, upon Government execution, effective March 24, 2016 as follows:


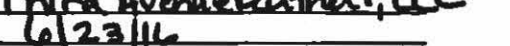

See Attached

This Lease Amendment contains 5 pages.

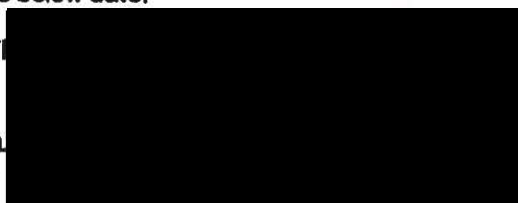

All other terms and conditions of the lease shall remain in force and effect.




WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: 
 Name: 
 Title: 
 Entity Name: Third Avenue Partners, LLC
 Date: 6/23/16

FOR THE GOVERNMENT

Signature: 
 Name: 
 Title: GSA, Public Buildings Service
 Date: 6/29/16

WITNESSES
 Signature: 
 Name: 
 Title: 
 Date: 6/23/16

1. The term of the Lease, together with rental payments, shall commence on March 24, 2016 and shall continue through March 23, 2031, subject to termination rights as set forth in the Lease.
2. The total cost of the tenant improvements associated with the construction of the Government's leased space is \$395,307.32 which is \$194,864.32 more than the total tenant improvement allowance set forth in Paragraph 1.08 of the Lease (\$44.14959 per ABOASF for office space or 4,358 ABOASF x \$44.14959 = \$192,403.91 and \$8.01591 per ABOASF for warehouse space or 1,000 ABOASF x \$8.01591 = \$8,015.91 for a total TIA of \$200,419.82). The total cost of the tenant improvements includes the two change orders [CO#1 - Lighting Manual Overrides (Attachment 1) for [REDACTED] and CO#2 - [REDACTED] etc. (Attachment 2) for [REDACTED].
3. Upon completion of the alterations, acceptance of the work by the Government and receipt of a proper invoice from the Lessor, the Government shall pay a onetime lump-sum payment in the amount of **\$194,864.32**, which represents the overage in TI, including Change Orders 1 and 2. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor's name 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. PS0035201 and shall be sent electronically to the GSA Finance Website at <http://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: General Services Administration, Finance Division, 819 Taylor Street, Fort Worth, Texas. The Lessor shall simultaneously send a copy of the invoice(s) to the GSA Contracting Officer.
4. The Lessor shall be required to maintain and repair all items furnished and installed as part of this Lease Amendment 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. Including but not limited to maintaining the area enclosed by the secure fence.
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 Lease Agreement(s), the terms and conditions of this Agreement shall control and govern.

INITIALS:

AM
LESSOR

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11/27
GOVT