

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-02P-24234
ADDRESS OF PREMISES 8 Automation Lane Albany, NY 12205	PDN Number: PS0032352

THIS AMENDMENT is made and entered into between **Gail Anderson d/b/a Willard T. Anderson Properties** whose address is: **125 Wolf Road, Suite 101 Albany, NY 12205**

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

**WHEREAS**, the parties hereto desire to, (a) establish the commencement date of the Lease and the rental payments; and (b) pay the Lessor a lump-sum payment for a change order associated with the Government's Tenant Improvements (TI), attached hereto as Exhibit "A".

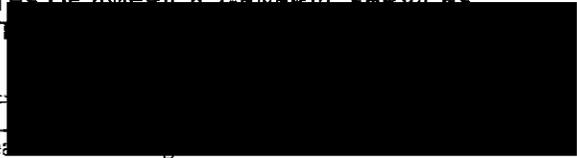
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

SEE ATTACHED

This Lease Amendment contains 3 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:**  
125 Wolf Road, Suite 101  
Albany, NY 12205  
Signature:   
Name: Susan Looney  
Title: Authorized Agent  
Entity Name: Willard T. Anderson Properties  
Date: August 4, 2015

**FOR THE GOVERNMENT:**  
UNITED STATES OF AMERICA, GENERAL SERVICES  
ADMINISTRATION   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: GSA, Public Buildings Service  
Date: 8/5/15

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Kathleen V. Case  
Title: Administration  
Date: August 4, 2015

- The term of the Lease, together with the rental payments, shall commence on June 8, 2015 and shall continue through June 7, 2025 subject to termination rights as set forth in the Lease.
- Sub-Paragraph "A" of Paragraph 1.03 of the Lease to GS-02P-24234 "RENT AND OTHER CONSIDERATIONS (SEPT 2013)" will be replaced in its entirety with the following: "The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM: JUNE 8, 2015 – JUNE 7, 2020	NON- FIRM TERM: JUNE 8, 2020 – JUNE 7, 2025
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$52,067.40	\$60,214.00
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 16,158.46	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 23,276.00	\$ 23,276.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 587.61	\$0.00
PARKING <sup>5</sup>	INCLUDED	INCLUDED
<b>TOTAL ANNUAL RENT</b>	<b>\$92,089.47</b>	<b>\$83,490.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$10.29 per RSF multiplied by 5,060 RSF

(Non- Firm Term) \$11.90 per RSF multiplied by 5,060 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$66,409.16 is amortized at a rate of 8 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.60 per RSF multiplied by 5,060 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$2,415.00 are amortized at a rate of 8 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph H

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

All other terms and conditions of Paragraph 1.03 of the Lease to GS-02P-24234 "RENT AND OTHER CONSIDERATIONS (SEPT 2013)", shall remain in full force and effect.

- The Government shall pay the Lessor a one-time lump-sum payment for the Verizon Site Prep change order attached hereto as Exhibit "A", in the amount of \$840.00. The lump-sum amount shall be reimbursed to the Lessor within Thirty (30) days, upon submittal and reasonable approval of a proper invoice. The Lessor may submit an invoice for the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the name on the Lease, and shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0032352** 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.
- The Lessor shall be required to maintain all items and repair 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 under this Lease.
- The Lessor is not responsible for the Verizon wiring and service being provided for the Verizon Site Preparation change order by Verizon. The Lessor is only responsible for the Verizon Site Preparation that will occur prior to the

INITIALS: SR & DC  
LESSOR & GOVT