

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02B-23729
ADDRESS OF PREMISES 12 CORPORATE WOODS BOULEVARD, ALBANY, NY 1221	PDN Number:

**THIS AMENDMENT** is made and entered into between JMR Development Co., LLC  
whose address is: c/o Picotte Companies, 20 Corporate Woods Boulevard, Albany, NY 12211-2396.  
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 as follows:


- 1) To provide for a Notice to Proceed with the Tenant Improvements; and
- 2) To provide the total cost of the Tenant Improvements; and
- 3) To provide for the method of payment of the total Tenant Improvement cost.

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

Signature:   
Name: William B. Hawk  
Title: Agent  
Entity Name: JMR Development Co.  
Date: 2-26-14

FOR THE GOVERNMENT

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2/26/14

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: Melissa D Miller  
Title: Executive Assistant  
Date: 2-26-14

1.) Please be advised that this Lease Amendment shall serve as the Government's official Notice to Proceed (NTP) to construct the tenant improvements as outlined in the enclosed tenant improvement cost breakdown and in accordance with specifications set forth in the Lease and the final working construction drawings dated JANUARY 10, 2014. February 26, 2014 shall be considered the date of the Government's notice to the Lessor to proceed with the construction of the Tenant Improvements (TI). DC <sup>1/22</sup>

2.) The Government and the Lessor have agreed that the total cost of the TIs is **\$1,461,101.73**, as shown on the Tenant Improvement Cost Summary (TICS) attached as Exhibit A to this Lease Amendment No. 2. The TI cost includes all of the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI.

3.) The Government shall pay for a portion of the total TI Cost by amortizing **\$814,810.94** over the first five (5) years of the term, monthly in arrears, at an interest rate of 6%. All of the remaining balance of **\$646,290.79** shall be paid by lump-sum.

Upon the completion of the TI and the acceptance thereof by the Government, the rent commencement date and the adjusted rent schedule (if required due to the amount amortized) shall be established by a separate LA. The subsequent LA shall include the term of the scheduled total rent, the annual Shell Rent amount, the annual Operating Cost amount, and the annual amortized TI and Building Specific Amortized Capital cost (if any).

Once the exact amount of the lump-sum payment has been determined by both parties and the LA is fully executed by the Government and the Lessor, the Lessor may then submit for the lump-sum-payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS \_\_\_\_\_** 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.

INITIALS: WBN & DC  
LESSOR GOVT