

**FIRST AMENDMENT TO
GEORGE WASHINGTON SCHOOL LEASE**

THIS FIRST AMENDMENT (“Amendment”) is to that certain Lease of the George Washington School entered into and effective as of September 1, 2010 (the “*Lease*”) and is made and entered into this ___ day of April, 2015 by and between AVERILL PARK CENTRAL SCHOOL DISTRICT (“*Landlord*”) and BOARD OF COOPERATIVE EDUCATIONAL SERVICES – RENSSELAER, COLUMBIA, GREENE COUNTIES d/b/a QUESTAR III (“*Tenant*”). Landlord and Tenant are sometimes referred to in this Amendment as a “party” and collectively as the “parties.”

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term thereof until June 30, 2020,

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby expressly acknowledged and agreed to, Landlord and Tenant hereby agree as follows:

Definitions. For the purposes of this Amendment, words and phrases used herein with initial capital case letters and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Lease.

Amendments to the Lease.

1. Section 3.1 is hereby amended to read as follows:

3.1 Lease Term. The term of this Lease shall commence on September 1, 2010 and shall terminate at 11:59 p.m. on June 30, 2020 (the “Lease Term”). This Lease shall terminate on the date provided in such notice and thereafter Tenant shall not be further obligated to Landlord under this Lease. This Lease may be terminated by the Landlord or Tenant upon twelve (12) months written notice to the Tenant.

Ratification of Lease. Except as modified by this Amendment, the Lease and all of the covenants, agreements, terms, provisions, and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions, and conditions contained in this Amendment shall bind the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. In the event of any conflict between the provisions of this Amendment and the Lease, the provisions contained in this Amendment shall prevail and be paramount. From and after the date of this Amendment, all references to “*the Lease*” or “*this Lease*” or words of similar import shall mean the Lease as amended by this Amendment.

Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Amendment may be

executed and delivered by a party by facsimile transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

Binding Effect. This Amendment shall become binding and effective only upon execution and delivery of this Amendment by Landlord and Tenant to the other.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to the Lease as of the day and year first written above.

LANDLORD:

AVERILL PARK CENTRAL SCHOOL DISTRICT

By: _____
Name: Christopher Foster
Title: President

TENANT:

QUESTAR III

By: _____
Name: Robert Gibson
Title: Board President, Board of Cooperative Educational Services – Rensselaer, Columbia,
Greene Counties