

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 2
TO LEASE NO.
GS-03B-09475

DATE
3/22/12

ADDRESS OF PREMISES: Second Floor, 840 Bear Tavern Road, Ewing, NJ 08628-1019

THIS AGREEMENT, made and entered into this date by and between **MOUNTAIN VIEW OFFICE PARK, LLC**

whose address is: 850 Bear Tavern Road
SUITE 202
Ewing, NJ 08628-1018

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 the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on February 22, 2012 as follows:

- 1.) List the CDs of the Tenant Improvements to be constructed; and
- 2.) Identify the Performance Based Statement of Work, dated January 25, 2012, for the supply and install of voice and data cabling for the premises together with a marked up plan indicating the location of 85 voice and data drops; and
- 3.) To provide a Notice to Proceed; and
- 4.) To provide for the payment of the Tenant Improvements and voice and data cabling.

See Attached

IN WITNESS WHEREOF, the parties subscribe their names as of the above date.

BY: **MOUNTAIN VIEW OFFICE PARK, LLC**

[Redacted Signature]

owner

(Title)

Stacey J. Markowski

[Redacted Signature]

850 BEAR TAVERN RD SUITE 202
(Address)

Keith H. VANDAZZI
(Printed Name)
(City, State, Zip)

EWING, NJ 08628

UNITED STATES OF AMERICA
20 North
Philadelph

BY
By

[Redacted Signature]

GENERAL SERVICES ADMINISTRATION

CONTRACTING OFFICER
(Official Title)

Supplemental Lease Agreement # 2
840 Bear Tavern Road, Ewing, NJ 08628-1019

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Tenant Improvements as depicted and according to the Construction Drawings created by George Fett, Architect, dated October 4, 2011. Drawing list is attached as **Exhibit 1**. Lessor shall provide all the materials, labor, and services required to provide for the supply and installation of the voice and data cabling in the premises as specified in Performance Based Statement of Work, dated January 25, 2012, together with a marked up plan indicating the location of 85 voice and data drops both attached as **Exhibit 2**.

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA2) the Lessor can consider this as a **Notice to Proceed** with the construction of the Tenant Improvements and the voice and data cabling (the "Work"). The anticipated date of the completion of the Work and acceptance by the Government is on or before ~~May 31, 2012~~ *120 days*. *JBF*

3.) The Government shall pay the Lessor for the total cost of the Work as follows:

The total cost of the Work has been estimated to be \$273,170.00. The total Work cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Work by the anticipated date of completion. The total cost of the Work is depicted on **Exhibit 3**, attached.

Any changes of the Construction Drawings, which result in a financial change to the lease agreement, of any type, must be approved, in writing, by the GSA Contracting Officer.

A portion of the **Work** costs, \$268,153.64, shall be amortized according to a five (5) year schedule at an interest rate of four percent (4.0%) paid monthly in arrears. The annual cost of the amortized portion of the Tenant improvement cost is \$59,261.49 paid monthly in arrears in the amount of \$4,938.46.

The **remaining balance of the total** cost of the Work is \$5,016.36 [~~\$273,170.00~~ - \$268,153.64] and it shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the Work. *JBF*

To submit for payment of 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 0022889** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Gov't Initials *JBF*

Lessor initials: *JA*