

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 6
	TO LEASE NO. GS-03P-LNJ12235
<b>ADDRESS OF PREMISES</b> American Metro Center 200 American Metro Boulevard Hamilton Square, NJ 08619	PDN Number: PS0036848

**THIS AMENDMENT** is made and entered into between **240 Princeton Avenue Associates LP**

whose address is: **2 Overhill Road, Suite 425  
Scarsdale, NY 10583**

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

**WHEREAS**, the parties hereto desire to amend the Lease to i). establish the lease term and annual rent; and ii). outline a lump-sum payment in the amount of [REDACTED] for three (3) change orders as part of the renovation of 8,865 ANSI/BOMA usable square feet.

**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 March 9, 2018 as follows:

- A. The Lease Term Commencement Date is hereby established as March 9, 2018. The lease term is established as March 9, 2018 through March 8, 2028.
- B. Paragraph 1.01 A. of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:  
  

"Office and Related Space: 9,929 rentable square feet (RSF), yielding 8,865 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2<sup>nd</sup> floor, and known as Suite 205 of the Building, as depicted on the floor plan attached to the original Lease as Exhibit A.
- C. Paragraph 1.03 A of the Lease is hereby amended by deleting the paragraph in its' entirety and inserting the following in lieu thereof:

This Lease Amendment contains 4 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: [REDACTED]  
 Name: Andrew Nelson  
 Title: Authorized Signatory  
 Entity Name: 240 Princeton Avenue Associates, LP  
 Date: 3/19/18

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
 Name: Carrie Vineberg  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 3-27-18

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
 Name: Andrew Siegel  
 Title: Associate  
 Date: 3/19/18

**"1.03 A RENT AND OTHER CONSIDERATIONS (SEP 2013)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$186,565.91	\$191,530.41
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$53,925.07	\$0.00
OPERATING COSTS <sup>3</sup>	\$78,538.39	\$78,538.39
<b>TOTAL ANNUAL RENT</b>	<b>\$319,029.37</b>	<b>\$270,068.80</b>

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

(Firm Term) \$18.79 per RSF multiplied by 9,929 RSF

(Non Firm Term) \$19.29 per RSF multiplied by 9,929 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$221,625.00 is amortized at a rate of 8 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$7.91 per RSF multiplied by 9,929 RSF

D. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.

E. Paragraph 1.13 of the Lease is hereby amended by deleting the paragraph in its' entirety and inserting the following in lieu thereof:

**"1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.91 per RSF (\$78,538.39/annum)."

F. In consideration of a lump-sum payment of \$6,220.20 the Lessor shall provide three (3) change orders as outlined in the attached spreadsheet (Exhibit B). Change Order A/E for [REDACTED] is the difference in A/E fees from the amount authorized in Lease Amendment No 3 (\$36,300.00, which was included in the Notice to Proceed) and the final A/E fee of \$38,075.07.

G. The consideration of \$38,075.07 outlined above in this Lease Amendment amounts to a complete satisfaction of Lessor's A/E design costs to prepare construction documents to complete the tenant improvements for Lease GS-03P-LNJ12235, and Lessor waives any further claims for any such costs or fees. Here is the final summary of A/E costs:

1. Blackney Hayes Architects:		
i. Contract Documents		\$ 8,500.00
ii. Construction Administration		\$ 906.25
iii. Reimbursables		\$ 4,868.82
	SubTotal:	\$14,275.07
2. AKF Engineers LLP - Mechanical, Electrical, and Fire Protection Engineering		
i. Engineering Services		\$18,000.00
ii. Reimbursables		\$ 1,800.00
iii. Add'l fee for design changes		\$ 4,000.00
	SubTotal:	\$23,800.00
	<b>Total:</b>	<b>\$38,075.07</b>

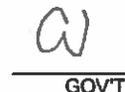
H. Upon completion, inspection and acceptance of the improvements by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of [REDACTED] for the three (3) change orders upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at: <http://www.finance.gsa.gov>

Or a properly executed original invoice shall be forwarded to:

INITIALS:

  
LESSOR

&

  
GOVT

General Services Administration  
Greater Southwest Region (7BC)  
PO Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to the Contracting Officer at:  
GSA, Public Buildings Service  
Real Estate Acquisition Division, North Section (3PRND)  
100 South Independence Mall West, Room 415  
Philadelphia, PA 19106  
Attn: Carrie Vineberg

For an invoice to be considered proper, it must:

1. Be received after the execution of this Lease Amendment,
2. Reference the Pegasys Document Number (PS0036848) specified on this form,
3. Include a unique, vendor-supplied invoice number,
4. Indicate the exact payment amount requested, and
5. Specify the payee's name and address. The payees's name and address must EXACTLY match the Lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the Lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered below.

Remit to: Lincoln Property Company  
Attn: Property Manager  
200 American Metro Blvd, Suite 1A1  
Hamilton, NJ 08619

- I. Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice.
- J. Lease GS-03B-04357 is hereby terminated effective March 8, 2018.

INITIALS:  LESSOR &  GOV'T