

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-03P-LNJ12235
ADDRESS OF PREMISES 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 above Lease to outline a lump-sum payment in the amount of \$33,551.00 for architectural and engineering services for a renovation of 8,865 ANSI BOMA usable square feet on the 2nd floor.

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 upon execution as follows:

- A. Paragraph No. 1.20 of GSA Lease Form L202 is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

1.20 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.


	Initial Build-Out
Lessor's Project Management Fee (% of TI Construction Costs)	7.5%

- B. Paragraph No. 4.01 A. Lessor-Provided Construction Drawings (CD'S) of GSA Lease Form L202 is hereby amended by deleting part of the first sentence starting with "The Lessor" and ending with "Lease Award Date" and inserting the following in lieu thereof:


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: ANDREW NATHAN
Title: AUTHORIZED SIGNATORY
Entity Name: 240 Princeton Avenue Associates, LP
Date: 12/5/16

FOR THE GOVERNMENT:

Signature: 
Name: Carrie Vineberg
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12-6-16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: Kim H. Hargis
Title: Dir of Property Management
Date: 12/5/16

"The Lessor must submit to GSA initial CD's conforming to the requirements of this lease and other Government-supplied information related to the tenant agency's interior buildout requirements not later than twenty (20) Working Days following the execution of Lease Amendment No. 1, which authorizes Notice to Proceed for architectural and engineering services."

- C. Paragraph No. 4.01 D. The Lessors preparation and submission of Construction Drawings (CD'S) of GSA Lease Form L202 is hereby amended by deleting the second sentence starting with "The pricing" and ending with "Section 1 of the Lease" and inserting the following in lieu thereof:

"The pricing for this work is established by Paragraph D. of Lease Amendment No. 1 to the Lease."

- D. In consideration of a lump-sum payment of \$33,551.00 the Lessor shall contract for and manage the architectural and engineering services as follows:

1. Blackney Hayes Architects:

- a. Review of shop drawings and submittals requiring approval by the contractors
- b. Answering RFIs during construction
- c. Provide punch at the end of construction
- d. Attendance at bi-weekly construction meeting
- e. Fees:

i. Contract Documents	\$6,071.00
ii. Construction Administration	\$5,280.00
iii. Project Close-out Documentation	<u>\$1,200.00</u>
SubTotal	\$12,551.00

2. AKF Engineers LLP

- a. Mechanical, Electrical, and Fire Protection Engineering
- b. Fees:

i. Engineering Services	\$18,000.00
ii. Reimbursable Expenses	<u>\$1,800.00</u>
SubTotal	\$19,800.00

3. Swartley Bros Engineers Inc.

- a. Electrical Load Calculations
- b. Fees:

SubTotal	<u>\$1,200.00</u>
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Total \$33,551.00

The Lessor shall provide the Lease Contracting Officer with invoices and back-up documentation for any reimbursables. Any change orders that affect this pricing shall be submitted in writing to the Lease Contracting Officer for their approval. The Lessor is responsible for all costs associated with the design of any shell construction.

- E. Upon Government approval of the 100% construction drawings, a properly executed original invoice shall be forwarded to:

<http://www.finance.gsa.gov>

Or, a properly executed original invoice shall be forwarded to:

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 Lease Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division, North Section (3PRND)
100 South Independence Mall West
Philadelphia, PA 19106
Attn: Carrie Vineberg

INITIALS:

LESSOR

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GOV'T

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 (PDN) 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 payee'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: _____

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the 100% construction drawings by the Government, whichever is later.

INITIALS:

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