

ADDRESS OF PREMISES: **METRO 101, 101 Wood Avenue South, Iselin, New Jersey 08830-2703 (the "Building")**

THIS AGREEMENT, made and entered into this date by and between **101 WOOD METROPARK, LLC**, whose address is **c/o SPEAR STREET CAPITAL, ONE MARKET PLAZA, SPEAR TOWER, SUITE 4125, SAN FRANCISCO, CALIFORNIA 94105**,

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

WHEREAS, the parties entered into that certain lease dated July 26, 2011 for 8,388 Rentable Square Feet (RSF) on the sixth floor of the Building (the "Lease");

WHEREAS, the Tenant Improvement ("TI") Allowance in the Lease was established to be \$277,007.41 (the "TIA");

WHEREAS, the official TI Notice to Proceed ("NTP"), dated May 23, 2012, with respect to the Lessor's revised TI construction proposal, dated May 18, 2012 based upon architectural drawings prepared by KSS Architects LLP, dated January 25, 2012 and Mechanical, Electrical, and Plumbing Drawings, dated February 1, 2012 (collectively, the "CDs"), was issued for \$258,917.00 (the "TI Cost");

WHEREAS, the parties hereby agree that the Premises was substantially complete, effective September 7, 2012 (the "Lease Commencement Date") and hereby wish to establish the rent commencement date to be such date;

WHEREAS, the parties hereto agree to a reduction in rent, effective September 7, 2012 representing the difference between the amortization of the TI Allowance and the TI Cost over the firm term of the Lease;

WHEREAS, the Premises shall be vacant on the Lease Commencement Date;

WHEREAS, pursuant to the Lease, the Government is entitled to a credit towards rent (the "Vacancy Credit") on the Lease Commencement Date to capture the reduction of services and utilities rendered by Lessor until such date the Government occupies the Premises;

WHEREAS, the parties hereto agree to an adjustment of the credit entitled to the Government (the "Commission Credit") with respect to the above referenced reductions in rent; and

WHEREAS, the parties hereby agree that the attached list of outstanding punchlist items attached hereto as Exhibit "A" of Lease Amendment Number One shall be corrected within the time period set forth below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 7, 2012, as follows:

(SEE ATTACHED PAGES)

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties have signed their names as of the below date.

FOR THE

Signature: _____

Name: _____

Title: _____

Entity Name: _____

Date: _____

FOR THE

Signature: _____

Name: **Alfred**

Title: **Lease**

GSA, Public Buildings Service

Date: **December 4, 2012**

LEASE AMENDMENT NUMBER ONE (1)
LEASE GS-02B-23866

1. The term of the Lease for the Premises is hereby established to commence on September 7, 2012 at an annual rental and termination rights set forth as follows:
 - a. From September 7, 2012 through September 6, 2017 (the "Firm Term"), the Government shall pay Lessor an annual rent of \$211,718.08 or at a rate of 17,643.17 per month in arrears. Rent for a lesser period shall be prorated. Such annual rent consists of: the amortization of the TI Cost of \$258,917.00 at 8% per annum, payable monthly over such period or at an annual amount of \$62,998.84; shell rent at an annual amount of \$67,020.12; amortized security costs at an annual amount of \$1,258.20; and the base cost of services for a fully serviced lease in the amount of \$80,440.92 (the "BCOS").
 - b. From September 7, 2017 through September 6, 2022, the Government shall pay Lessor a total annual rent of \$172,625.04 or at a rate of \$14,385.42 per month payable in the same manner set forth above, as adjusted for annual operating cost adjustments. Such annual rent shall consist of: shell rent in the amount of \$92,184.12 per annum and the BCOS at an annual amount of \$80,440.92 plus all accruals to operating rent from September 7, 2012 through September 6, 2017.
 - c. The Government may terminate the Lease at any time after September 7, 2017 by providing, in writing, to Lessor with notice no less than one-hundred and twenty (120) days in advance and no rental shall accrue after the date of termination. Said notice shall be computed from the date after the date of mailing.
2. Notwithstanding the foregoing, the parties hereby acknowledge that the difference between the TIA and the TI Cost may, at the Government's discretion, be amortized into the annual rental during the Firm Term of the Lease and the annual rent in Paragraph 1, Section a. of this Lease Amendment shall be adjusted accordingly. Such modification to annual rent shall be memorialized in a subsequent Lease Amendment at the same rate provided for in the Lease.
3. Lessor and Government acknowledge that the Premises shall not be occupied by the Government on the Lease Commencement Date and hereby agrees to a Vacancy Credit in the amount of \$1.50 per ANSI/BOMA Office Area Square Feet per annum based upon 6,990 ANSI/BOMA Office Area Square Feet leased by the Government. Such credit shall not affect how operating cost adjustments are performed in subsequent years of the Lease and the BCOS shall remain the same. Upon Government occupancy, the period of vacancy shall be computed and rent shall be withheld representing the period of such vacancy. The manner in which the Vacancy Credit is withheld, the amount withheld, and the period of vacancy shall be more specifically set forth in a subsequent Lease Amendment.
4. The parties hereby agree that Tax Adjustments pursuant to Paragraph 13 and Section 4.2 of the Lease shall be computed in accordance with a Real Estate Tax Base of \$28,461.00 for 3.01% of Government occupancy in the Building. The Base Year shall be the 2013 tax calendar year for Middlesex County, NJ.
5. The Lessor agrees that all deficiencies noted in Exhibit "A" of this Lease Amendment shall be corrected within thirty (30) days from the Lease Commencement Date subject to force majeure and tenant delays. Failure to substantially correct such deficiencies during such period shall be sufficient to provide any combination of options of remediation available to the Government in the General Clauses of the Lease.
6. Pursuant to Paragraph 19 of the Lease, the Commission Credit to the Government shall be reduced to reflect a reduction of the TIs amortized over the Firm Term of the Lease. The

commission credit has been determined to be [REDACTED] (the "New Commission Credit") and shall be credited to the Government as nine (9) equal reductions in monthly shell rent less the monthly Real Estate Tax Base in a manner set forth as follows:

- a. The first month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering September 7, 2012 through October 6, 2012;
- b. The second month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering October 7, 2012 through November 6, 2012;
- c. The third month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering November 7, 2012 through December 6, 2012;
- d. The fourth month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering December 7, 2012 through January 6, 2013;
- e. The fifth month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering January 7, 2013 through February 6, 2013;
- f. The sixth month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering February 7, 2013 through March 6, 2013;
- g. The seventh month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering March 7, 2013 through April 6, 2013;
- h. The eighth month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering April 7, 2013 through May 6, 2013;
- i. The ninth month's rental payment \$17,643.17, of which \$5,585.01 is shell rent less monthly Real Estate Tax Base of \$2,371.75 is \$3,213.26, yielding a monthly credit of [REDACTED] for the period covering May 7, 2012 through June 6, 2012.

Notwithstanding the payment schedule for the commission credit provided above, in the event the Government elects to amortize the remaining balance of the TIA prior to occupancy, the Lessor agrees to credit the difference between the Commission Credit and the New Commission Credit into the tenth month's rental payment to be set forth in a subsequent Lease Amendment.

7. All capitalized terms referred to herein and not otherwise defined shall have the meaning attributed to such term in the Lease.