

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. ONE (1)

TO LEASE NO. **GS-02B-23894**

ADDRESS OF PREMISES: **4 Paragon Way, Suite No. 2, Freehold, NJ 07728-7895 (the "Building")**

THIS AGREEMENT, made and entered into this date by and between **4 PARAGON WAY, LLC**, whose address is **c/o 343 THORNALL STREET, 8th FLOOR, EDISON, NJ 08837-2206**,

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

WHEREAS, the parties entered into that certain lease dated December 27, 2012 (the "Lease Award Date") by and between Government and Lessor for the Premises (the "Lease");

WHEREAS, the parties agree to establish the Lease Commencement Date to be February 1, 2013;

WHEREAS, the parties hereto agree that the Lease shall be free of rent from February 1, 2013 through May 31, 2013;

WHEREAS, the parties hereto agree that the Commission Credit will be credited to the shell rental portion of the annual rental payments beginning the fifth month of the first year of the Lease, June 1, 2013, ending on the seventh month of the first year of the Lease, August 31, 2013;

WHEREAS, the parties hereto agree that the Lessor shall replace the finishes at the premises pursuant to Section 7.10 of the Lease;

WHEREAS, the parties hereto agree to correct certain typos and inconsistencies within certain provisions in the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective January 8, 2013, as follows:

(SEE ATTACHED PAGE)

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

FOR THE L

Signature:

Name:

Title:

Entity Name:

Date:

[Redacted Signature]

Senior Vice President of Leasing
4 Paragon Realty LLC
1-15-13

FOR T

Signat

Name

Title:

GSA,

Date:

[Redacted Signature]

January 16, 2013

WITN

Signa

Name:

Title:

Date:

[Redacted Signature]

ONE P. O'MORRIS
Vice President and Senior Associate General Counsel
1-15-13

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1. The term of this Lease shall commence February 1, 2013 and extend through January 31, 2023 at the rates set forth in Section 1.03 of the Lease, payable monthly in arrears, with termination rights set forth in the Lease Section 1.05, and adjusted for operating cost escalations pursuant to Lease Section 2.07.
2. The Lease shall be free of rent for the period beginning February 1, 2013 and extending through May 31, 2013.
3. Pursuant to the Lease, the Lessor shall, as part of the rental consideration, complete all improvements with respect to Exhibit A of the Lease within one hundred twenty (120) days from the Lease Award Date subject to force majeure and tenant delays.
4. The Commission Credit will be credited to the shell rental portion of the annual rental payments beginning the fifth month of the first year of the Lease and terminating the seventh month of the first year of the Lease. Effective June 1, 2013 and terminating August 31, 2013, the Government shall pay the adjusted rental payment equal to [REDACTED] which is calculated by subtracting the prorated Commission Credit ([REDACTED]) from the monthly rental payment ([REDACTED]). The adjusted rental payment for months five, six, and seven will be equal to [REDACTED].
5. The last sentence of Section 3.36 of the Lease shall be deleted in its entirety and replaced herewith the following:

Lessor shall have no liability with respect to the unintentional or un-willful disclosure of the aforesaid information by an unrelated third-party.
6. Section 3.09 G. shall be deleted in its entirety.