

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-02B-23918
ADDRESS OF PREMISES: 111 Town Square Place, 5 th Floor, Jersey City, NJ 07310-1755	PDN Number:

THIS AGREEMENT, made and entered into this date by and between **Newport Office Center I Limited Partnership**

whose address is: **100 Town Square Place, 6th Floor, Jersey City, NJ 07310**

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 order tenant improvements (TI) which exceed the tenant improvement allowance; and

WHEREAS, on February 7, 2012 the Government issued a Notice to Proceed (NTP) One (1) for \$36,210.00 for Architectural and Engineering services associated with the construction of tenant improvements; and

WHEREAS, on February 13, 2013 the Government issued a NTP Two (2) for \$95,845.00 for an additional \$59,635.00 in Architectural and Engineering services associated with the construction of tenant improvements, and

WHEREAS, on March 8, 2013 the Government issued a NTP Three (3) for \$392,493.50 for the construction of Tenant Improvements.

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

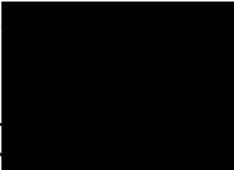
1. The Government has determined that the actual total cost for tenant improvements is \$1,733,308.00. The Government hereby orders an additional amount of \$1,244,969.50, to cover the balance of the tenant improvements that are over and above the TI allowance in Paragraph 9 of the Rider to the Lease.

This Lease Amendment contains 2 page.

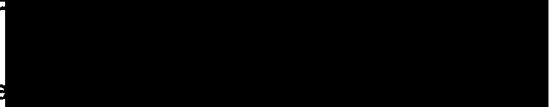
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR

Signature: 
Name: _____
Title: VP President
Entity Name: Newport Office Center I Limited Partnership
Date: April 15, 2013

FOR THE GOVERNMENT

Signature: 
Name: Queen Ebony Princess A.I.
Title: Lease Contracting Officer
GSA, Public Buildings Service, _____
Date: 4/26/2013

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: CASSA CONNOR BOYD, Esq.
Title: Associate Counsel
Date: 4/15/2013

2. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in an amount Not to Exceed \$1,244,969.50, upon receipt of an original invoice and after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Queen Ebony Ali, Contracting Officer
26 Federal Plaza
Room 16-100
New York, NY 10278

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN# PS0026070 *(RSP)*

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

1. The Government-accepted construction documents dated February 5, 2013 which formed the basis for the tenant improvement costs are hereby incorporated into the lease by reference.
2. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

INITIALS: _____ & _____
LESSOR GOV'T