

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-02B-23918 <b>23918</b> <i>4/23/14</i>
ADDRESS OF PREMISES: 111 Town Square Place, 5 <sup>th</sup> Floor, Jersey City, NJ 07310-1755	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between Newport Office Center I Limited Partnership whose address is: 100 Town Square Place, 6<sup>th</sup> Floor, Jersey City, NJ 07310

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

WHEREAS, the Lessor and the Government executed a lease on December 9, 2011, Lease No. GS-02B-23918, for 13,587 RSF/10,270 ANSI BOMA Office Area square feet ("ABOASF") on a portion of the 5<sup>th</sup> floor at 111 Town Square Place, Jersey City, NJ; and

WHEREAS, Section 5.8 B of the Lease, Design Intent Drawings (DIDs), requires the Government provide DID within 20 working days of Lease award, which was January 10, 2012; and

WHEREAS, the Government provided the final DIDs on October 25, 2012; and

WHEREAS, the parties hereto desire to amend the above Lease to remunerate the Lessor for any and all costs associated with the delay of the delivery of the DID's; and

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

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: \_\_\_\_\_  
 Entity Name: Newport Office Center I Limited Partnership  
 Date: April 21, 2013

FOR THE GOVERNMENT

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, Leasing  
 Date: 5/2/2014

WITNESSED

Signature: \_\_\_\_\_  
 Name: Chissalambavathani  
 Title: Associate Counsel  
 Date: 4-15-2013

1. To compensate the Lessor for any and all costs associated with the Government's delay in delivering the DID's. In exchange, Lessor agrees to release the Government from any and all claims related to the Government's delay in the delivery of the DID's, the Government shall pay Lessor a lump sum payment of \$271,151.50. The payments will be made to the Lessor upon receipt of an original invoice and after space acceptance.

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

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

INITIALS

*asl*  
LESSOR

&

*Queen*  
GOVT