

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 06
	TO LEASE NO. <b>GS-02B-23937</b>
ADDRESS OF PREMISES: 2 Executive Drive Fort Lee, NJ 07024-3303	PDN Number: PS0027865

**THIS AGREEMENT**, made and entered into this date by and between **Fort Lee EP LLC**

whose address is: c/o The Chetrit Group LLC  
404 5<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
New York, New York 10018-7566

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 approve a change order, document future move for unsecured parking pinned access barrier, and the Government wishes to reimburse the Lessor for utility payments made on behalf of the Government for the period October 10, 2013 – April 11, 2014.

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

**SEE ATTACHED**

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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: **Fort Lee EP LLC**  
Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: **Kazi Rizvi**  
Title: **Lease Contracting Officer  
US GSA, Public Buildings Service**  
Date: **8.27.2014**

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: **Lois Hutten Sanchez**  
Title: **Notary**  
Date: **June 17, 2014**

**LOIS HUTTER SANCHEZ**  
Notary Public, State of New York  
No. 01HU5042616  
Qualified In Queens County  
Commission Expires April 24, 2015

1. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now hereby be construed to mean "Lease Amendment".

**2. Change Order Approval**

The following change order was approved during the course of punchlist work.

Change Order #	Description	Value
35A	Unsecure parking -- power	
Total Change Orders		

As per Lease Amendment 5, the total cost of the Tenant Improvements (TI) is \$2,853,238.98. With the above approved change order, the total Tenant Improvement budget is now \$2,862,992.06.

Pursuant to Lease Amendment #3 and #5, \$1,401,669.50 was paid to the Lessor in a one-time lump sum payment. Hence, upon completion of all punch-list items and change orders, the remaining TI balance of [REDACTED] shall be paid via a one-time lump sum payment.

Invoice for payment shall be submitted to:  
 GSA Greater Southwest Finance Center (7BCP)  
 PO Box 17181  
 Fort Worth, Texas 76102

or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number and the Pegasys Document Number: PS0027865

**3. Relocation of Unsecured Parking [REDACTED]**

The Government requested a parking [REDACTED] for their unsecured parking spaces in Change Order 35 and 35A. Pursuant to an agreement between the Agency, Lessor and GSA, in the event of relocation of the unsecured parking designated spaces, the Government shall pay for any and all expenses related to the relocation of the unsecured parking [REDACTED] and its required power and security infrastructure within the existing parking structure. Lessor must submit all work plans to the Government for approval. The Lessor must submit all pricing with appropriate detailed costs to the Government for fair and reasonable approval, subject to available funding, prior to any work being performed.

As furnishing and installing said [REDACTED] is not Lessor's obligation, and in the event the Government does not approve pricing for any and all expenses related to the relocation of the unsecured parking pinned barrier or Government does not receive funding, Lessor will not be obligated to relocate and reserves the right to disable the barriers and its required power and security infrastructure within the existing parking structure.

INITIALS: MC & RR  
 LESSOR & GOV'T

4. The Government will reimburse the Lessor a total of [REDACTED] for the utility payments for the period October 10, 2013 – April 11, 2014. This reimbursement is not final due to GSA delays in processing the utility contract; future reimbursement(s) will be processed via additional lease amendment(s) until GSA is able to process a utility contract.
  
5. Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

INITIALS: Mc & K.R.  
LESSOR GOV'T