

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01
	TO LEASE NO. GS-02B-24007 Building Number: NJ4494ZZ
ADDRESS OF PREMISES: 1030 St. Georges Avenue Avenel, NJ 07001-1327	PDN Number: N/A

THIS AMENDMENT is made and entered into between Plaza 35, LLC

whose address is: **1030 St. Georges Avenue, Avenel, NJ 07001-1327**

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

WHEREAS, the parties hereto desire to amend the above Lease, (1) to establish the commencement date of the Lease, (2) to update the final tenant improvement costs, (3) to establish the annual rental rate and (4) to establish the final Broker Commission and Commission Credit of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended as follows:

SEE ATTACHED

This Lease Amendment contains 2 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

Signature: _____
Name: _____
Title: Partner
Entity Name: Plaza 35, LLC
Date: 4/8/13

FOR THE GOVERNMENT:

Signature: _____
Name: KAZI RIZVI
Title: Lease Contracting Officer
US GSA, Public Buildings Service
Date: 4.18.2013

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: C. O. O.
Date: 4/9/13

1. The term of the Lease, together with the rental payments, shall commence on **April 1, 2013 and shall continue through March 31, 2023**, subject to termination rights as set forth in the lease.
2. The Lessor and the Government mutually agree that as of the date hereof, the leased space has been accepted in its existing condition and no alterations were done to the space therefore tenant improvements funds was not used. In accordance with paragraph 14 of the Rider to this Lease, the tenant improvement cost associated with this Lease is **\$0.00** per annum.

The Lessor and the Government mutually agree that for **years 1-10** the Government shall pay the Lessor an annual rent of **\$113,687.67** (\$22.88 per rentable square foot (RSF) or \$26.32 per ANSI/BOMA office area square foot (BOASF) at the rate of \$9,473.97 per month in arrears; subject to operating cost escalation adjustments. The annual rental rate has been calculated by adding the following (shell rent of \$95,517.67/year plus operating rent of \$18,170/year).

3. Paragraph 32 of the Rider to this Lease is hereby deleted in its entirety and replaced as follows:

CB Richard Ellis, Inc is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and CB Richard Ellis, Inc have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in the lump sum amount of [REDACTED] within 30 days following execution of this lease by the Government

The shell rental portion of the annual rental payments due and owing under Paragraph 14 of this Rider shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Month's Rental Payment \$9,473.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$9,473.97 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

4. 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: MF & KR
LESSOR GOVT