

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>02</u>
	TO LEASE NO. GS-02P-LNJ24040
ADDRESS OF PREMISES 2 Gateway Center 283-299 Market Street Newark, NJ 07102	PDN Number: PS0030502

THIS AMENDMENT is made and entered into between 2 Gateway Center Partners LLC & Gateway Center Associates LLC, as tenants in common

whose address is: 675 Third Avenue, Suite 2400
New York, New York 10017

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 establish the Lease Term Commencement Date, Lease Term, order changes to the tenant improvements, and memorialize the agreement with respect to existing HVAC PTAC units.

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, effective February 16, 2015 as follows:

- 1) The space is substantially complete as of February 16, 2015. The punch list is incorporated by reference and is attached to this LA as Exhibit A. The Lessor shall complete all punch list items within 30 days of execution of this Lease Amendment.
- 2) The rent commencement date and lease commencement date is hereby established as February 16, 2015. The Lease term shall continue through February 15, 2025 subject to termination rights set forth in the Lease.
- 3) The tenant improvement allowance has been fully utilized. The rent shall be as set forth in the Lease Amendment No. 01.

SEE PAGE 2 FOR CONTINUATION

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 LESSOR: *Carl Properties MA/F*
a Gateway Center Partners LLC

FOR THE GOVERNMENT:

Signature: _____
 Name: Kevin Collins
 Title: Managing Director
 Entity Name: 2 Gateway Center Partners LLC
 Date: 2/13/15

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 3-3-15

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: Asst. Controller
 Date: 2/13/15

LEASE AMENDMENT NO. 02
GS-02P-LNJ24040
 Page 2

- 4) The existing PTAC HVAC units which are located on the perimeter of the building shall be monitored throughout the Lease term. In the event that any of the units exceed the noise criteria established in the Lease, the Lessor shall repair or replace the units at the Government's expense which the Lessor and Government shall negotiate to ensure that the pricing for the replacement is fair and reasonable. The Lessor shall comply with Lease requirements for tenant improvement pricing in procuring repairs or replacement of PTAC units. This paragraph pertains only to the replacement of a PTAC unit due to noise concerns. The Lessor shall retain the responsibility for maintenance of all equipment and repair and replacement of malfunctioning equipment.
- 5) Tenant improvement costs of \$750,515.40 were established in LA#01 and included the initial tenant improvements and change orders #01 and #02. Subsequently, the Government requested changes in the scope of tenant improvements. The Government hereby orders the following changes to the tenant improvements:

ITEM	COST
CO#03 - ADD [REDACTED]	No Cost
CO#04 - ADD [REDACTED]	No Cost
CO#05 - ADDED LIGHTS	\$ [REDACTED]
CO#06 - SPRINKLER CONFLICT W/ STEEL	\$ [REDACTED]
CO#07 - ELEC CONFLICT W/ STEEL	\$ [REDACTED]
CO#08 - DUCT CONFLICT W/ STEEL	\$ [REDACTED]
CO#09 - ADD WATER LINE IN BREAK RM	\$ [REDACTED]
CO#10 - REPLACE ENTRY DOOR	\$ [REDACTED]
CO#11 - ADD DOOR BUZZERS	\$ [REDACTED]
CO#12 - 12TH FLOOR CONDUIT	\$ [REDACTED]
TOTAL ADDITIONAL TI COSTS	\$ 24,935.73

Upon completion, inspection, and acceptance of the work listed above, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$24,935.73, upon receipt of an original invoice by the Contracting Officer

Invoice for payment shall be submitted to:
 General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

or electronically to the GSA Finance Website at www.finance.gsa.gov. The invoice must be on Lessor letterhead and include the invoice number, this lease number, and the following Pegasys Document Number: PDN# PS0030502.

INITIALS: L & RK
 LESSOR GOVT