

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1	PAGE 1 of 4
	TO LEASE NO. GS-02B-24039	
ADDRESS OF PREMISES: 1 Garret Mountain Plaza, West Patterson, NJ 07424	PDN Number: PS0033413	

THIS AMENDMENT is made and entered into between **GOP1, LLC.**

whose address is: **3 Garret Mountain Plaza, West Patterson, NJ 07424**

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 of the lease term; (2) to document the approved change orders to the scope of work, provide for a one-time lump sum payment associated with these change orders, and alterations above the tenant improvement allowance; (3) provide for the completion of the remaining punch-list items as per "Exhibit A", attached hereto; and (4) acknowledge that approved alterations shall be further set forth in a future Lease Amendment to this Lease for the remaining work.

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

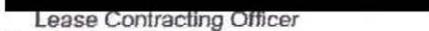
See Attached

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

FOR THE LESSOR:

Signature: 
Name: 
Title: DIRECTOR OF OPERATIONS
Entity Name: MOUNTAIN DEVELOPMENT CORP. AGENT
Date: FOR: G.O.P. - LLC
12/30/15

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 1/4/2016

WITNESSE

Signature: 
Name: 
Title: 
Date: 12/30/15

- 1) In accordance with the provisions of Paragraph 1.03 of the Lease Agreement, The term of the Lease for the Premises, together with the rental payments, is hereby established to commence on November 5, 2015, and shall terminate on November 4, 2025.
- 2) The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total approved tenant Improvement work is \$780,481.17 which is inclusive of the Notice to Proceed \$539,726.61 dated March 26, 2015 and the \$240,754.56 for approved Change Orders as listed following. This cost includes all tenant improvement costs to build the leased premises, including, but not limited to, all architectural and engineering fees, permit and expediter fees, labor, materials, overhead and profit. Of this total tenant improvement costs the Tenant Improvement Allowance (TIA) of \$678,596.09 is amortized into the rental rate at 5% interest over the 5 year firm term as set forth in paragraph 1.08 of the lease. Upon completion of the alterations, acceptance thereof by the Government and receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor with a lump sum payment in the amount of \$101,885.08.

The approved change orders are as follows:

Change Order #	Description	Amount
5	Prime Contract Change Order #005: New 1' Microblinds In 6th Floor	██████████
3	Prime Contract Change Order #003: ██████████	██████████
21	Prime Contract Change Order #021: Additional feeds per furniture requirements	██████████
18	██████████	██████████
19	Prime Contract Change Order #019: HVAC Revised Shop Changes	██████████
1	Prime Contract Change Order #001: Bulletin Dwg Set Changes (revised 8/14)	██████████
26	Prime Contract Change Order: PCCO #026: Verizon Demarc Extension (Verizon cost only)	██████████
8	Prime Contract Change Order #008: Weigmann Pull Boxes	██████████
20	Prime Contract Change Order #020: Added speaker/strobe in room 14	██████████
22	Prime Contract Change Order #022: Gym & Conference Room Changes	██████████
27	Prime Contract Change Order #027: Electrical Changes in room #13	██████████
30	Prime Contract Change Order #030: Furnish and install CDX-10's	██████████
29	Prime Contract Change Order: PCCO #029: Sound trap over room 603	██████████
24	Prime Contract Change Order #024: Door and hardware submittal adjustment per 8/20 and 9/3 meeting	██████████
23	Prime Contract Change Order #023: Door and hardware submittal adjustment per 8/7 comments (and	██████████

INITIALS:  LESSOR &  GOV'T

12	Prime Contract Change Order #012: Surface mounted devices in SWE areas	[REDACTED]
13	Prime Contract Change Order #013: Credit for omitted garbage disposals***credit***	[REDACTED]
10	Prime Contract Change Order #010: Antennae Mount and Conduit	[REDACTED]
2	Prime Contract Change Order #002: Hard piping of existing electric and V/D within tenant ceiling area	[REDACTED]
31	Prime Contract Change Order #031:Credit to MDC for PCO#2 7th floor penetrations ***credit*** difference of \$29,712.15 of #2 & #31.	[REDACTED]
TOTAL COST		\$240,754.56

Upon receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor via a one-time lump sum payment in the amount of \$101,885.08.

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Your invoice must be on letterhead of the Lessor named in the lease, the lease number and LA number, and PDN #PS0033413. If you are unable to process the invoices electronically, you may mail the invoices to the following address:

U.S. General Services Administration
Finance Division
810 Taylor Street
Ft. Worth, TX 76102-0181

With a copy to the GSA Contracting Officer at the following address:
Daniel Latendresse
U.S. General Services Administration
26 Federal Plaza, Room 16-100
New York, NY 10278

- 3) All punch-list items as listed in "Exhibit A" of this Lease Amendment shall be corrected no later than close of business January 29, 2016. Should the Lessor feel they are unable to meet this deadline, the Lessor shall provide a mutually agreed upon schedule for completion. Failure to substantially correct such deficiencies during such period shall be sufficient to provide any combination of options of remediation available to the Government in the General Clauses of the Lease.
- 4) The Lessor agrees to maintain and repair all work items furnished and installed as part of Lease Amendment No. 1 in accordance with the provisions of the Lease and in the same manner as all other improvements provided by the Lessor under this Lease. The Lessor shall not be reimbursed for any services and/or work unless approved in advance and in writing by an authorized Lease Contracting Officer of the U.S. General Services Administration (GSA). Additional costs or credits of the alterations shall be further set forth in a future Lease Amendment to this Lease.
- 5) Except as modified by this Lease Amendment, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Lease Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements and Lease Amendments, the terms and conditions of this Lease Amendment shall govern and control.

INITIALS: ML LESSOR & 02 GOVT