

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-02B-24153
<b>ADDRESS OF PREMISES</b> 301-303 West 125 <sup>th</sup> Street New York, NY 10027-3616	PDN Number: N0760395

**THIS AMENDMENT** made and entered into this date by and between 301-303 West 125<sup>th</sup> LLC c/o ACHS Management Corp.

whose address is: 1412 Broadway, 3<sup>rd</sup> Floor, New York, NY 10018-9228

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

**WHEREAS**, the parties hereto desire to amend the above lease in order to: 1) amend the operating costs in order to capture an increase to the janitorial salaries and supply costs and 2) memorialize additional Tenant Improvements Change Orders Number 004, 005, 006, 007 and 009

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective April 1, 2016 as follows:

- 1) The operating costs are hereby increased by an additional [REDACTED] in order to provide additional janitorial human resources and supplies for the Government leased space. The Lessor shall continue to meet the janitorial services provided in the lease document and attached hereto as "Exhibit A" and made a part of this lease amendment. The Lessor shall provide the necessary personnel and supplies in order to meet the janitorial requirements.
- 2) As a result of the foregoing, paragraph 15 of the lease is hereby deleted in its entirety and replaced as follows:

For the purposes of Operating Escalations pursuant to SFO section 4.03 Operating Costs of the Lease, the base rate shall be \$164,362.50, per annum yielding an escalation base of \$7.52 per rentable square feet, (\$9.40 per ABOA) which is included in the rental rate below for the Period of Year 1 through Year 10, subject to annual CPI adjustments

This Lease Amendment contains [4] 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.

[REDACTED]

FOR THE GOVERNMENT

[REDACTED]

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 6/24/16

Entity Name: 301-303 West 125<sup>th</sup> LLC c/o ACHS Management  
 Date: 6/14/16

WITNESSES

[REDACTED]

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**3) RENT AND OTHER CONSIDERATION:**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

4/1/2016 – 12/7/2025	
ANNUAL RENT	
SHELL RENT <sup>1</sup>	\$1,092,550.00
OPERATING COSTS <sup>2</sup>	\$164,362.50
TENANT IMPROVEMENTS RENT <sup>3</sup>	\$154,646.17
BUILDING SPECIFIC SECURITY <sup>4</sup>	\$12,725.77
<b>TOTAL ANNUAL RENT</b>	<b>\$1,424,284.44</b>

<sup>1</sup>Shell rent: \$50.00 per RSF multiplied by 21,851 RSF

<sup>2</sup>Operating Costs rent: \$7.52 per RSF multiplied by 21,851 RSF. Subject to annual CPI Adjustments

<sup>3</sup>The Tenant Improvement Allowance of \$1,062,180.52 is amortized at a rate of 8.0 percent per annum over 10 years.

<sup>4</sup>Building Specific Security Costs of \$87,406.41 are amortized at a rate of 8.0 percent per annum over 10 years

4) The Government and the Lessor have agreed that the total cost of Change Orders 004, 005, 006, 007 and 009 for additional Tenant Improvements equates to **\$58,088.12** as reflected below and as detailed in the attached invoices attached hereto as Exhibit "B" to this lease amendment and made a part hereto:

Approved Change Orders (COR# 004, 005, 006, 007, 009)		
COR #	Description	Cost*
004	Blocking and Data for Monitors. Signage and shades. Toilet paper dispensers for public restrooms. Move 3 thermostats. Install 20 receptacle covers. Install [REDACTED]. Door 416 temp hardware. Patch/Paint in elevator lobby and reception. [REDACTED] employee required lockout services for janitor's closet. Replace door hardware for public restrooms with push button privacy locks. Replace transaction window no 13.	\$26,147.21
005	Move phone data outlet. Open 2" conduit for satellite cable and install 2 receptacle boxes. Move receptacle from LAN rack. Eliminated 3 electrical outlets.	\$3,448.50
006	Relocate (3) CPU's for CCTV into the DCR room. Relocate [REDACTED], install (1) [REDACTED] install (2) in [REDACTED] and [REDACTED]. Install (2) ceiling speakers. Install (2) 32" Monitors w/mounts and HDMI Cable Runs. Relocate [REDACTED] Data/Power to Column and Install (2) 42" Monitors. Install wireless [REDACTED]. Install first floor wireless receiver. Install (1) wireless repeater. Install (3) USB Extenders with wireless mouse. Install 3 extra data drops.	\$34,963.20
007	Stadium seating installation credit	[REDACTED]
009	TI cleaning above construction clean, Sunday service. Affixed all weather carpet runners.	[REDACTED]
<b>Total Change Orders</b>		<b>\$58,088.12</b>

\*Costs include all the Lessor's fees for general and administrative costs, A/E fees, GC fees, profit, and any and all other fees associated with the completion of Approved CORs.

INITIALS:

  
LESSOR

&

  
GOVT

- 5) The Government shall reimburse the Lessor in a lump sum payment in the amount of **\$58,088.12** upon receipt of an original invoice. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, this lease amendment number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0032696** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer electronically at [eduardo.vidal@gsa.gov](mailto:eduardo.vidal@gsa.gov) or the invoice may be mailed to the following address:

General Services Administration  
ATTN: Eduardo J. Vidal  
26 Federal Plaza  
RM 16-100 (2PRM)  
New York, NY 10278  
212-306-4929

**All other terms and conditions of this lease shall remain in full force and effect.**

INITIALS:

  
LESSOR

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GOVT