

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

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

whose address is: c/o The Cherit 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 issue the notice to proceed with the construction of the demised premises.

**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 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**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ *Cherit*  
Title: \_\_\_\_\_  
Entity Name: Lee EP LLC  
Date: 4/9/13

**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: Norm From  
Title: Project Manager  
Date: 4/9/13

1. The construction plans that are dated September 12, 2012 shall be made part of this Lease Agreement and hereinafter referred to as the "Final Construction Plans" annexed hereto and labeled Exhibit "B".
2. The Lessor and the Government agree that, based upon the Final Construction Plans, the total cost of the Tenant Improvements (TI) is \$2,375,510.91. This cost includes all tenant improvement costs (except the cost for LAN/Data cabling) to build the leased premises, including, but not limited to, all architectural and engineering fees, GC fee, bank fee, as well as filing, permit and expediter fees, labor, materials, overhead and profit.
3. April 4, 2013 shall be considered the Government's notice for the Lessor to proceed with the work to construct the leased space in accordance with the specifications as set forth in the lease and the Final Construction Plans.
4. Upon substantial completion of the space by the Lessor and acceptance by the Government as satisfactorily complete, the parties shall execute a Supplemental Lease Agreement setting forth the commencement date of the Lease, the annual rental rate, and the amortization of the Tenant Improvement Allowance in accordance with Paragraphs 8 and 11 of the Lease. In the event the Lessor completes the TI build-out prior to construction schedule as set forth in the Lease (Paragraph 5.1 of the Lease), the Government will not be obligated to accept the finished space.
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:

LESSOR

&

*K.R.*  
GOVT