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| GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT | LEASE AMENDMENT No. 2 PAGE 1 of 3 TO LEASE NO. GS-02P-LNJ24225 |
| ADDRESS OF PREMISES: 274-275 Springfield Avenue Newark, New Jersey 07103-2913 | PDN Number: PS0036942 |

THIS AMENDMENT is made and entered into between Claremont Clinton, LLC.

whose address is: 1316 Madison Avenue
New York, NY 10128

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 document the substantial completion for the scope of work; (2) to document the approved change orders for the scope of work; (3) to provide for a one-time lump sum payment associated with these change orders, NTP, and alterations above the tenant improvement allowance.

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

- 1) Pursuant to Lease Section 4.10, subject space is deemed substantially complete. The following applies:

Effective August 24, 2017, subject tenant improvements are hereby accepted by the government with exception of associated work noted on the attached "Exhibit A". The lessor will therefore lease to the government a total of 12,640 Rental Square Feet (RSF) of office and related space, yielding 12,000 ANSI/BOMA Office Area Square Feet of space on first floor known as Suite 100 of subject building. Rent commencement shall be set forth in a future lease amendment.

- 2) All punch-list items as listed in "Exhibit A" of this Lease Amendment shall be corrected no later than close of business on August 30, 2017 and before rent commencement. 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.

This Lease Amendment contains three (3) pages.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Entity Name: _____

Date: _____

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

- 3) The Paragraph No. 2 in Lease Amendment No.1 is revised as following: The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total approved Tenant Improvement work is \$1,125,482.50, which is inclusive of the Notice to Proceed amount of \$1,128,473.82 dated March 15, 2017 and the credit amount of [REDACTED] for approved Change Orders and credits as listed below. The actual 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.

The approved change orders are as follows:

| Award Letter | Description | Amount |
|--------------|---|------------|
| NTP | Notice to Proceed LA#1 dated 3/15/2017 | [REDACTED] |
| Credit | Reduction in Fire Alarm Price | [REDACTED] |
| #1 | CO#4-Emergency Fixtures | [REDACTED] |
| #2 | CO#1-Intrusion Detection Changes | [REDACTED] |
| credit | Card Reader Credit*note made part of CO#4 | [REDACTED] |
| #3 | CO#5 -CCTV System | [REDACTED] |

TOTAL COST: \$1,125,482.50

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 an applicable one-time lump sum payment in the amount of \$397,426.50. **The Lessor agrees to submit the invoicing by August 30, 2017.** If invoicing is not submitted timely by August 30, 2017, payment is subject to the availability of Government funds.

- 4) As defined in Paragraph 1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011) of the lease, the Government elects to make a lump sum payment for the work covered by the Tenant Improvement Allowance (TIA). That part of the TIA amortized in the rent shall be reduced accordingly. The payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease. Of this total tenant improvement rent, the adjusted Tenant Improvement Allowance (TIA) of \$560,880.00 is amortized into the rental rate at 5% interest over the 5 year firm term. The Government shall pay the Lessor via a one-time lump sum payment in the amount of **\$112,176.00. The Lessor agrees to submit the invoicing by August 30, 2017.** If invoicing is not submitted timely by August 30, 2017, payment is subject to the availability of Government funds and contingent on Paragraph 2 above in this lease amendment No. 2.
- 5) The Paragraph No. 3 in Lease Amendment No.1 is revised as following: Upon acceptance by the Government and receipt of a proper invoice from the Lessor, the Government shall reimburse the Lessor via a one-time lump sum payment in the total amount of \$509,602.50 (a total of \$397,426.50 (Paragraph 3) + \$112,176.00 (Paragraph 4)) which consists of the lump sum payments described previously.

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 # PS0036942. If you are unable to process the invoices electronically, you may mail the invoices to the following address:

General Services Administration
Finance Division
PO Box 17181
Fort Worth, TX 76102-0181

With a copy to the GSA Contracting Officer at the following address:

INITIALS: JL & [Signature]
LESSOR GOVT

Daniel Latendresse
Leasing Specialist / Contracting Officer
GSA / PBS, Region 2, Leasing Division
One World Trade Center
55th Floor, Room 55w09
New York, NY 10007

- 6) The Lessor agrees to maintain and repair all work items furnished and installed as of the Lease and in the same manner as all other improvements provided by the Lessor under this Lease for the temporary space, until the new lease becomes effective. 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). The final costs or credits of the alterations shall be further set forth in a future Lease Amendment to this Lease.
- 7) 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: DL & 02
LESSOR GOV'T