

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 PAGE 1 of 3
	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 reestablish the commencement of the lease term; (2) to document the approved change orders to the scope of work, provide for a final lump sum payment associated with these change orders and alterations above the tenant improvement allowance; and (3) the Government elects to make a lump sum payment for the work covered by the Tenant Improvement Allowance (TIA), revise the resulting amortization of the remaining TIA and revise the total annual rent payment.

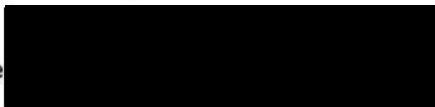
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:


See Attached

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

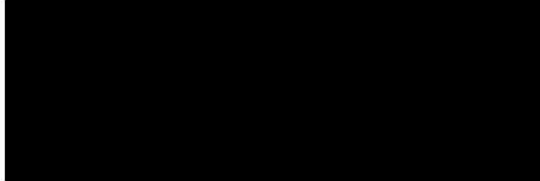
FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: DIRECTOR OF OPERATIONS
Entity Name: MOUNTAIN DEVELOPMENT CORP. AGEN F
Date: G.O.P.-1, LLC
2/2/16

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/4/2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: _____
Title: _____
Date: _____

- 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 restated to commence on November 5, 2015, and shall terminate on November 4, 2025.
- 2) Paragraph (2) of the Lease Amendment No. 1 is hereby revised for mailing invoices to the following addresses:

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:

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

- 3) The Lessor and the Government mutually agree that as of the date hereof, the actual cost of the total approved tenant Improvement work is \$782,848.68 which is inclusive of the Notice to Proceed \$539,726.61 dated March 26, 2015, the \$240,754.56 for approved Change Orders as listed in Lease Amendment No.1, and the \$2,367.51 for the final approved Change Orders as listed following in this Lease Amendment No. 2. 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. 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 \$2,367.51.

The approved change orders are as follows:

Change Order #	Description	Amount
28	Prime Contract Change Order #028: Verizon Demarc Extension (Verizon credit and HCM Fee)	[REDACTED]
32	Prime Contract Change Order #032: Additional [REDACTED]	[REDACTED]
TOTAL COST		\$2,367.51

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 \$2,367.51.

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:

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:

Daniel Latendresse
 Leasing Specialist / Contracting Officer

INITIALS:  LESSOR &  GOV'T

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

- 4) As defined in Paragraph 1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AUG 2011), 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 \$521,996.99 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 \$156,599.10. As such, Paragraph 1.03 A. is hereby deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

A. The term of this lease shall be 10 Years, (the first 5 years are the Firm Term of the lease), with Government termination rights, in whole or in part, effective at any time after the Firm Term of the Lease by providing not less than 90 days' prior written notice. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$210,707.65	\$284,715.92
TENANT IMPROVEMENTS RENT ²	\$ 118,208.73	\$0.00
OPERATING COSTS ³	\$ 124,786.58	\$ 124,786.58
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 21,829.86	\$ 0.00
PARKING ⁵	\$ 0	\$ 0.00
TOTAL ANNUAL RENT	\$475,532.82	\$409,502.50

¹Shell rent (Firm Term) calculation: \$14.15 per RSF multiplied by 14,891 RSF

²The Tenant Improvement Allowance of \$42.07 is amortized at a rate of 5 percent per annum over 5 years. (Note: TIA rounded figure)

³Operating Costs rent calculation: \$8.38 per RSF multiplied by 14,891 RSF

⁴Building Specific Amortized Capital (BSAC) of \$1.47 are amortized at a rate of 5 percent per annum over 5 years

⁵Parking costs described under sub-paragraph 1.03 G.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- 5) The Lessor agrees to maintain and repair all work items furnished and installed as part of Lease Amendment No. 2 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).
- 6) 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:  LESSOR &  GOV'T