

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-03B-09616
ADDRESS OF PREMISES 1350 Doughty Road Egg Harbor Township, NJ 08234-5636	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between

SSA Egg Harbor, LLC
 c/o Genesis Financial Group, Inc.

whose address is:

8100 Macomb Street
 Grosse Ile, MI 48138-157

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 increase the tenant improvement allowance and increase the amortized annual cost for tenant improvement allowance in the rent.


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

- A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".


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: _____
 Title: President
 Entity Name: Genesis Financial Group, LLC, Receiver
 Date: 1/17/13

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, _____
 Date: 1/17/13

WITNESSED BY:

Signature: 
 Name: _____
 Title: EVP
 Date: 1/19/13

B. Paragraph 14 of the rider to lease GS-03B-09616 is hereby amended by deleting the paragraph beginning "Years 1 through 5," and replacing in lieu thereof the following:

"Years 1-5:

Shell Rent: \$191,890.95 per year, or \$16.95 per Rentable Square Foot,"
Amortized annual cost for Tenant Improvements*: \$114,237.97 per year
Interest rate at which Tenant Alterations are amortized: 5%
Amortized annual cost for Building Specific Security: \$ 6,339.76 per year
Annual Cost of Services: \$110,040.12 per year or \$9.72 Rentable Square Foot, plus accrued escalations per SFO Paragraph 4.3, "Operating Costs"
Parking: \$0 per year

Years 6-10:

Shell Rent: \$214,532.95 per year or \$18.95 per Rentable Square Foot,"
Annual Cost of Services: \$110,040.12 per year or \$9.72 Rentable Square Foot, plus accrued escalations per SFO Paragraph 4.3, "Operating Costs"
Parking: \$0 per year

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$504,462.59 or \$47.55 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 5% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease."

C. Paragraph 3.2 "Tenant Improvement Allowance" of GS-03B-09616 is hereby amended by deleting the paragraph in its entirety, and replacing in lieu thereof the following:

"3.2 TENANT IMPROVEMENT ALLOWANCE

- A. The Tenant Improvement allowance for the existing leased space is \$47.55 per ANSI/IBOMA Office Area square foot. (Tenant improvements are the finishes and fixtures that typically take space from the "shell" condition to a finished, usable condition.) The Tenant Improvement Allowance shall be used for the buildout of the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the lessor as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this solicitation and its attachments.
- B. The Tenant Improvement Allowance shall include all the lessor's profit and overhead necessary to complete the tenant improvements. It is the lessor's responsibility to prepare all documentation (working/construction drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING."**

INITIALS: &
LESSOR & GOV'T