

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES  SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE <i>10 April 2012</i>
	Page 1 of 3 TO LEASE NO. GS-03B-09491	PEGASYS DOCUMENT NUMBER N/A

ADDRESS OF PREMISE Station Plaza IV  
22 South Clinton Avenue  
Trenton, NJ 08609-1212

THIS AGREEMENT, made and entered into this date by and between  
  
whose address is Drei Holdings, LLC  
1333 Brunswick Ave.  
Suite 200  
Lawrenceville, NJ 08648-4502

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 revise the total amount of Tenant Improvement (TI) allowance to be amortized in the rent, amend Lease Rider Paragraph 9, establish the lease effective date, and commencement of annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 8, 2012:

A. In separate correspondence dated November 8, 2011, the Government has issued a Notice to Proceed (NTP) for Tenant Improvements (TI) in the amount of \$127,243.45. The Government has elected to amortize the total TI amount in the rent.

Due to Government-approved Tenant Improvement (TI) change orders (Exhibit A) totaling \$15,976.22 during the build-out phase, the total amount of Tenant Improvement (TI) allowance the Government has elected to amortize in the rent has increased from \$127,243.45 to \$143,219.67.

B. The rental rates specified in Lease Rider Paragraph 13 are hereby deleted and replaced in lieu thereof with the following:


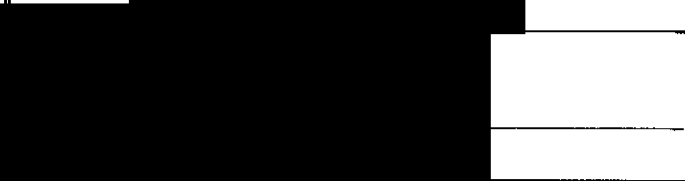
**"13. ... Years 1 through 5:**  
**Shell Rent:** \$95,661.72 per year or \$14.21 per RSF Rentable Square Foot.  
**Amortized annual cost for Tenant Improvement Allowance\*:** \$19,080.39 per year or \$2.83 per Rentable square foot.

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6% over a one hundred and twenty (120) month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

**Annual Cost of Services:** \$47,258.64 per year or \$ 7.02 per Rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

**Amortized annual cost for Building Specific Security:** \$2,664.49 per year, or \$0.39 per Rentable square foot. In accordance with lease negotiations, the Amortized annual cost for Building Specific Security stated above reflects an interest rate of 6% over a one hundred and twenty (120) month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

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 above date.

LESSOR:   
  
 Estate Acquisition Division

*COO*  
 \_\_\_\_\_  
 (Title)  
*1333 Brunswick Avenue*  
*Lawrenceville, NJ 08648*  
 \_\_\_\_\_  
 (Address)

BY   
 \_\_\_\_\_  
 Contracting Officer  
 (Official Title)

**Years 6 through 10:**

**Shell Rent:** \$62,607.60 per year or \$9.30 per Rentable square foot.

**Amortized annual cost for Tenant Improvement Allowance\*:**

\$19,080.39 per year or \$2.83 per Rentable Square Foot. In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6% over a one hundred and twenty (120) month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

**Annual Cost of Services:** \$47,258.64 per year or \$7.02 per Rentable square foot, plus accrued escalations per Paragraph 4.3, "Operating Costs"

\*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$285,491.12 or \$47.13 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6% amortization rate over the amortized term of ten (10) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6% amortization rate. Amortized annual cost for Building Specific Security: [redacted] per year, or [redacted] per Rentable square foot. In accordance with lease negotiations, the Amortized annual cost for Building Specific Security stated above reflects an interest rate of 6% over a one hundred and twenty (120) month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

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. Section 2 and Section 3 of Standard Form (SF) 2 of the lease are hereby amended by deleting the existing text in its entirety and substituting the following in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning March 8, 2012 through March 7, 2022, subject to termination rights and renewal rights as may be hereinafter set forth."

"3. The Government shall pay the Lessor annual rent of \$164,665.24 at the rate of \$13,722.10 per month in arrears, subject to future adjustments as set forth in the lease.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Drei Holdings, LLC  
1333 Brunswick Ave  
Suite 200  
Lawrenceville, NJ 08648-4502**

D. Section 6., Paragraph B of Standard Form (SF) 2 of the lease is hereby amended by deleting the existing text in its entirety and substituting the following in lieu thereof:

"B. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Shell Rental Payment of \$7,971.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Shell Rent.\*

Second Month's Shell Rental Payment \$7,971.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Shell Rent\*

Third Month's Shell Rental Payment \$7,971.81 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Shell Rent\*

Fourth Month's Rental Payment shall commence in full.

\*subject to adjustment upon determination of actual TI expenditure"

E. Lease GS-03B-00315 will terminate effective March 7, 2012 with no further rent due. Lease GS-03B-09491 will be effective on March 8, 2012.