

SUPPLEMENTAL LEASE AGREEMENT

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DATE

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9/27/11

TO LEASE NO.

57-6395-07-021

ADDRESS OF PREMISES

Mercer Corporate Park, 300 Corporate Drive, Robbinsville, NJ 08691

THIS AGREEMENT, made and entered into this date by and between - Thompson Realty Co. of Princeton, Inc.

whose address is : 195 Nassau Street, Princeton, NJ 08542

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 provide payment to the Lessor for coordinating the necessary work associated with the Government's alteration of the leased space.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 23, 2011, as follows:

1. The Government has requested permission to install a fitness room within the existing leased premises. The Lessor has agreed to permit the installation of this facility as an accommodation to the Government. The Government acknowledges that the Lessor shall not make any financial or management contribution without full reimbursement from the Government for all services included but not limited to, planning, architectural plans, permitting, project management, inspections and construction. The Government acknowledges that the Lessor has already expended 10 hours of planning time and architectural services, the value of which shall be reimbursed to the Lessor by the Government as part of the payment or if the project is canceled, as separate payment. The value shall be based on a reasonable rate and not exceed that of prevailing wage rates in the area.
2. The Lessor hereby agrees to provide all of the necessary materials, equipment, labor, and supervision to complete the alterations, per the Governments requirements, to modify the leased space in order to accommodate the fitness room, one men's and one women's shower, and an additional storage room.
3. The Lessor shall provide three bids, to the Government, with an explanation of which bid the Lessor would prefer to award the contract to. The Government shall have the right to select an alternative bidder to complete the work.
4. Upon completion of the work, and the Governments acceptance of the invoice and the associated work, the Government shall pay the Lessor a one-time, lump sum payment not to exceed \$92,000.00. Payment shall be made, via Electronic Funds Transfer (EFT), in the same manner as the monthly rental payment.
5. The Government, at its sole discretion, shall make all decisions as to the usage of the alteration funding. The Government may use all or part of the funding. If it is anticipated that the Government will spend more than \$92,000, the Government reserves the right to either 1) cancel or reduce the alteration requirements, or 2) pay a lump sum for the overage upon completion and acceptance of the alterations. If the Government agrees that the price of all of the services referenced in paragraphs 1 and 2 above shall be in excess of \$92,000, the Government shall remit to Lessor such increases. Any payments shall be made, via EFT, in the same manner as the monthly rental payment.
6. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.
7. Prior to commencement of the alterations, floor plans and color selections shall be approved by the Contracting Office. As-built floor plans of the leased space, in CAD format, shall be provided within 30 days of the Governments acceptance of the alterations.
8. The Government agrees to pay for any building shell or code related changes required to complete the alterations. The Government also has the right, per paragraph 5 above, to cancel or change its requirements in order to minimize such charges, including but not limited to above ceiling work, electric, HVAC, duct work, fire safety or other requirements.
9. All materials and workmanship shall be in accordance with the terms and conditions set forth in this lease agreement.
10. The Government shall only use the fitness room during the normal operating hours called for in the Lease (between 6:00 a.m. and 6:00 p.m).
11. If the mechanical plans indicate a requirement for a larger capacity for HVAC equipment, then the Government shall be responsible for the utilities associated with this larger capacity during normal business hours and, if after hours use of the fitness center occurs, after normal business hours.

All other terms and conditions of the lease shall remain in force and effect.

IN _____ the above date.

President

LESSOR: Thompson Realty Co. of Princeton, Inc.

BY _____

(Title)

IN THE PRESENCE OF _____

195 Nassau St
Princeton NJ 08540

UNIT _____

BY _____

CONTRACTING OFFICER

(Official Title)