

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
9-2-11

TO LEASE NO. GS-02B-23784

ADDRESS OF PREMISES One Garret Mountain Plaza
Woodland Park, NJ

THIS AGREEMENT, made and entered into this date by and between G.O.P. 1 - L.L.C.

whose address is Mountain Development Corp.
3 Garret Mountain Plaza
Woodland Park, NJ 07424

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS the Government occupies 4,700 rentable square feet (RSF) of space on the 5th floor of 1 Garret Mountain Plaza under Lease No. GS-02B-23541;

WHEREAS the Lessor and the Government executed a new lease, Lease No. GS-02B-23784, for 21,277 RSF/17,574 ANSI BOMA Office Area square feet ("ABOASF") that includes both the original 5th floor space and additional expansion space on the 4th floor;

WHEREAS, Section 5.12B of the new Lease, Design Intent Drawings, requires that the Government provide Design Intent Drawings ("DIDs") within 20 working days of Lease award, which was August 25, 2010, however; the Government did not provide an initial DID set until January 24, 2011 and then did not provide final approval of the Construction Drawings until May 25, 2011;

WHEREAS, had the schedule noted in Section 5.12, "Construction Schedule and Acceptance of Tenant Improvements" been adhered to, the new Lease would have been effective on or about April 1, 2011; and

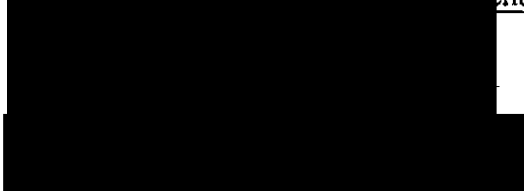
WHEREAS, the parties hereto desire to amend the above new Lease to commence the lease term effective April 1, 2011.

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

SEE ATTACHED.

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

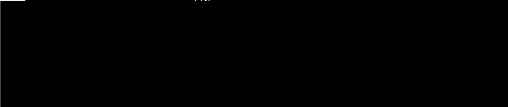
IN WITNESS WHEREOF the parties subscribed their names as of the above date.



DIRECTOR OF OPERATIONS
(Title)
3 GARRET MOUNTAIN PLAZA
WOODLAND PARK NJ 07424

(Address)

GENERAL SERVICES ADMINISTRATION



Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO GS-02B-23784

1. The Lease term shall commence beginning on April 1, 2011 and extend through March 31, 2016.
2. As of the date of this Supplemental Lease Agreement, the Government is occupying a portion of the leased premises. The Government occupies 4,700 RSF/3,835 ABOASF on the 5th floor. 16,577 RSF/13,739 ABOASF on the 4th Floor (the "4th Floor Expansion Space") is unoccupied. No tenant improvements have been constructed in the 4th Floor Expansion Space.

Effective April 1, 2011, the annual rental shall be **\$516,830.71** as noted below:

| | |
|--|---------------------|
| 4 th Floor Expansion Space: | \$394,718.89 |
| 5 th Floor Space: | <u>\$122,111.82</u> |
| | \$516,830.71 |

The 4th Floor Expansion Space rent reflects the fully serviced shell rent of \$25.981238/RSF (\$18.428482/RSF shell rent plus \$7.552756 RSF base cost of services) less the adjustment for vacant premises of \$2.17/RSF. The 5th floor rent reflects the fully serviced shell rent of \$25.981238/RSF.

3. Lease Number GS-02B-23541 is hereby terminated effective March 31, 2011. Any rental paid out under Lease Number GS-02B-23541 after March 31, 2011 shall be subtracted from the rent due under this Lease, GS-02B-23784.
4. The Commission and Commission Credit in accordance with paragraph 14 of the Rider to the Lease will be adjusted and applied via a separate supplemental lease agreement

INITIALS: *m* & *AC*
LESSOR GOVT.