

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 DATE 2/8/10 TO LEASE NO. GS-04B-47132												
ADDRESS OF PREMISES: 2400 Lake Park Drive, Smyrna, GA 30080-8982													
THIS AGREEMENT, made and entered into this date by and between DPGE 2400 Lake Park, LLC whose address is: 1600 St. Georges St. Rahway, NJ 07065-2764 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:													
WHEREAS, the parties hereto desire to amend the above Lease.													
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to acquire an additional 2,253 RSF of expansion space, increase the annual rent, Tenant Improvement Allowance, and re-establish the Government's percentage of occupancy. Paragraphs 1, 2, 8, 9, 10, 11 and 19 are deleted in their entirety and the following substituted therefore. Paragraph 21 has been added.													
<p>"1 The Lessor hereby leases to the Government the following described premises:</p> <p>A total of 15,676 rentable square feet (RSF) of office and related space, which yields 13,631 ANSI/BOMA Office Area square feet (USF) in the building located at 2400 Lake Park Drive, Smyrna, GA 30080-8982, Cobb County, as outlined on the demising plans labeled Exhibit "A" attached hereto and made a part hereof, together with fourteen (14) reserved surface parking spaces located on-site of the leased location to be used for such purposes as determined by the General Services Administration."</p> <p>"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. The Lessor shall deliver the premises to the Government substantially complete no later than forty-five (45) working days subsequent to the Government's approval of design intent drawings.</p> <p style="text-align: center;">The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><u>TERM</u></th> <th style="text-align: center;"><u>ANNUAL RENT</u></th> <th style="text-align: center;"><u>PRSF RATE</u></th> <th style="text-align: center;"><u>MONTHLY RATE</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">07/23/10 – 07/22/15</td> <td style="text-align: center;">\$334,525.84</td> <td style="text-align: center;">\$21.34</td> <td style="text-align: center;">\$27,877.153</td> </tr> <tr> <td style="text-align: center;">07/23/15 – 07/22/20</td> <td style="text-align: center;">\$266,492.00</td> <td style="text-align: center;">\$17.00</td> <td style="text-align: center;">\$22,207.67</td> </tr> </tbody> </table> <p>The above annual rent is inclusive of the annual operating rental rate but does not include potential CPI adjustments described in Solicitation For Offers 6GA0184 paragraph 4.3, <i>Operating Costs</i>."</p> <p>Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.</p>		<u>TERM</u>	<u>ANNUAL RENT</u>	<u>PRSF RATE</u>	<u>MONTHLY RATE</u>	07/23/10 – 07/22/15	\$334,525.84	\$21.34	\$27,877.153	07/23/15 – 07/22/20	\$266,492.00	\$17.00	\$22,207.67
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CONTINUED ON PAGE 2													
LESSOR													
SIGNATURE <i>Stephen Cassidy</i>	NAME OF SIGNER Stephen Cassidy												
ADDRESS 1600 St Georges Ave, Rahway, NJ 07065													
IN THE PRESENCE OF SIGNATURE <i>Kashne B. Hurlbut</i>	NAME OF SIGNER Kashne B. Hurlbut												
UNITED STATES OF AMERICA													
SIGNATURE <i>Maria Dent</i>	NAME OF SIGNER Maria Dent												
2/8/10	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER												

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"8. The rental set forth in Paragraph 2 of this Lease Agreement is based upon the Lessor providing a tenant improvement allowance of \$487,580.87 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of 6.0%. In accordance with Solicitation for Offers 6GA0184 paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements shall be reconciled and rent adjusted accordingly."

"9. The rental set forth in Paragraph 2 of this Lease Agreement includes Building Specific Costs of \$41,840.00 to be amortized through the rent over the firm term of the lease (60 months) at the rate of 6.00%."

"10. In accordance with Solicitation for Offers 6GA0184, paragraph 4.1, *Measurement and Type of Space*, the common area factor is established as 1.15 (15,676 RSF / 13,631 USF)."

"11. In accordance with Solicitation for Offers 6GA0184 paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 15.00%."

"19. In accordance with Solicitation for Offers 6GA0184 paragraph 2.3, *Broker Commission and Commission Credit*, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission equal to the [REDACTED] of the remaining firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley, Inc. when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing 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 until the credit has been fully recaptured.

First month's rental payment of \$27,877.153 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$27,877.153 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Third month's rental of \$27,877.153 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted third month's rent).

Fourth month's rental of \$27,877.153 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted fourth month's rent)."

"21. Exhibit A of the Lease is hereby replaced with the attached floorplan."

INITIALS: GO MD
LESSOR GOVT