

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1	DATE 8-25-2011
	TO LEASE NO. GS-03B-11303	PDN: PS0021219

ADDRESS OF PREMISE 1423 Tilton Road
Northfield, NJ 08225-1857

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

Seagull Investments

whose address is c/o Frank Gallo
509 Route 70 West
Cherry Hill, NJ 08002-3525

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 establish the lease term and annual rent, and to accept the Tenant Improvement Build Out Costs and establish the lump sum payment amount.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 15, 2011 as follows:

A. Paragraphs 2, 3 and 4 of Standard Form 2 of the Lease are hereby amended by deleting the existing text in their entirety and substituting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 15, 2011 through September 14, 2021, subject to termination and renewal rights as may hereinafter be set forth."

"3. The Government shall pay the Lessor annual rent of \$33,131.00 (Annual shell rent: \$27,041.00; Annual operating cost base: \$6,090.00 plus accrued escalations) at the rate of \$2,760.92 per month in arrears, for years 1 through 5.

The Government shall pay the Lessor annual rent of \$35,570.85 (Annual shell rent: \$29,480.85; Annual operating cost base: \$6,090.00 plus accrued escalations) at the rate of \$2,964.24 per month in arrears, for years 6 through 10.

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

LESSOR: Seagull Investments



MANAGER
(Title)

CHERRY HILL, NJ
(Address)

Acquisition Division

Contracting Officer
(Official Title)

Rent for a lesser period shall be prorated. Rent checks should be made payable to:
Seagull Investments
c/o Frank Gallo
509 Route 70 West
Cherry Hill, NJ 08002-3525

or in accordance with the provision on electronic payment of funds."

"4. The Government may terminate this lease in whole or in part at any time after September 14, 2016 by giving at least ninety (90) calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

B. Paragraph 13 of the Rider to the Lease is hereby amended by deleting the existing text, beginning with paragraph two, in its entirety and substituting in lieu thereof:

"Rental shall be paid in accordance with clauses 19 and 20 of the General Clauses, GSA Form 3517C, entitled "Prompt Payment" and "Electronic Funds Transfer Payment," based on the following schedule:

Years 1-5: September 15, 2011 through September 14, 2016:

Annual Shell:	\$27,041.00
<u>Annual Cost of Services*:</u>	<u>\$ 6,090.00</u>
Gross Annual Rental Rate**:	\$33,131.00

Years 6-10: September 15, 2016 through September 14, 2021:

Annual Shell:	\$29,480.85
<u>Annual Cost of Services*:</u>	<u>\$ 6,090.00</u>
Gross Annual Rental**:	\$35,570.85

*Annual Cost of Services is adjusted each year in accordance with Paragraph 4.3 of the Solicitation For Offers (SFO) entitled 'OPERATING COSTS (AUG 2008).'

**Gross Annual Rental will change each year on the anniversary date of the lease as a result of the Cost of Services adjustment."

The Government agrees to the total Tenant Improvement costs of \$3,730.00 for tenant improvement work as stated in Section 11.1 of the SFO to the lease. This will be fully paid via a one-time lump sum payment at completion of construction and shall not be included in the Gross Annual Rental for the full term of the lease."

- C. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BC)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must also be faxed to Lorraine Pappalardo, Contracting Officer at 215-209-0623

For an invoice to be considered proper, it must:

- (1) Be received after the execution of this SLA,
- (2) Reference the Pegasys Document Number (PDN) specified on this form,
- (3) Include a unique, vendor-supplied, invoice number,
- (4) Indicate the exact payment amount requested,
- (5) Specify the payee's name and address.

The payee's name and address must EXACTLY match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$3,730.00, upon receipt of an original invoice. Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- D. Paragraph 16 of the Rider to the Lease is hereby deleted in its entirety.

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