

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 2 TO LEASE NO. GS-03B-11335	DATE 6/5/12
ADDRESS OF PREMISE: 800 Cooper Street, 1st Floor, Camden, NJ 08102-1155		
<p>THIS AGREEMENT, made and entered into this date by and between</p> <p style="text-align: center;">KL Holdings, LLC</p> <p>whose address is 800 Cooper St., Ste 550 #840 Camden, NJ 08102-1143</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above lease: to establish the effective date of the lease and clarify the rental payments.</p> <p>NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, <u>May 31, 2012</u>, as follows:</p> <p>A. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and replaced with the following:</p> <p style="padding-left: 40px;">"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2012 through May 31, 2022 subject to termination and renewal rights as may be hereinafter set forth."</p>		
This SLA contains 2 pages. All other terms and conditions of the lease shall remain in force and effect.		
_____ and their names as of the above date. <p style="text-align: center;">Member _____ (Title)</p> <p style="text-align: center;">Cooper Street, Suite 550, Camden, NJ _____ (Address) 15/08/02</p> _____ Acting Officer _____ (Official Title)		

Lessor RL & Government GS

SUPPLEMENTAL AGREEMENT

TO LEASE NO.
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B. Paragraph 3 of Standard Form 2 of the lease is hereby deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor annual rent in arrears as follows:

	June 1, 2012 through Acceptance and Completion of Tenant Improvements	Acceptance and Completion of Tenant Improvements for five (5) Consecutive Years	Five years after the Acceptance and Completion of Tenant Improvements through May 31, 2022
Annual Shell Rent	\$24,893.27	\$24,893.27	\$24,893.27
Amortized Annual Cost of Tenant Improvements *	\$0.00	\$9,909.07*	\$0.00
Annual Cost of Services	\$18,761.71	\$18,761.71	\$18,761.71
Total Annual Rent	\$43,654.98	\$44,035.14	\$43,654.98

	Renewal Option 1, June 1, 2022 through May 31, 2027
Annual Shell Rent	\$26,577.29
Annual Cost of Services	Annual Cost of Services basis shall continue from Year 10 of the existing lease term. Option term is subject to continuing annual adjustments

*The Tenant Improvement costs are being amortized at a rate of 8% per annum over 5 years.

The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$40,725, or \$25.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 8% amortization rate over the firm term of 5 years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 8% amortization rate.

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. The payment associated with the alterations outlined in SLA #1 will not commence until both the Tenant Improvements and installation of the blast resistant window film in the space are completed and the space is inspected and accepted by the Government. An SLA detailing the final T1 allowance utilized will be issued upon acceptance and completion of the Tenant Improvement alterations and installation of the blast resistant window film.

Lessor RL & Government EG