

SUPPLEMENTAL LEASE AGREEMENT

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DATE

7/22/09

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 in order to clarify how the base tax rate will be established and establish the following: the lease term, the actual tenant improvement costs, the rental rates, and the termination date of prior lease number **GS-FCA-MA-43-3198-7-1**.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective July 17, 2009, as follows:

1. In accordance with provisions of paragraph 3.3 TAX ADJUSTMENT, and paragraph 3.4 PERCENTAGE OF GOVERNMENT OCCUPANCY, annual adjustments shall be made for any increases, or decreases in real estate taxes, with a base tax rate based on the final, paid, 2009 real estate taxes for parcel number 41 01 31. This amount will need to be verified, with receipts, upon final payment of 2009 taxes. The percentage of Government occupancy, for purposes of tax adjustments, is 42.24 percent of the total space (25,717/60,890 square feet). Once verified, the base tax rate will be established by means of a Supplemental Lease Agreement (SLA). (The current tax base is estimated at \$3.14/rentable s.f.)
2. Paragraph 2 of the SF2 is hereby deleted in its entirety and replaced as follows:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning May 1, 2009 through April 30, 2019 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government and Lessor agree that the actual tenant improvement cost amount is \$967,442.00, which shall be amortized over 60 months at 5% interest. The annual rent, from year 1 to year 5, shall include this amount (\$8.52/ rentable s.f. or \$219,084.00/year, per block 10 of GSA form 1364A dated 6/12/2009).
4. Paragraph 3, Section 1, of the SF2 is hereby deleted in its entirety and replaced as follows:

The Government shall pay the Lessor annual rent of \$608,722.10 at the rate of \$50,726.84 per month in arrears. Rent for a lesser period shall be prorated. Beginning May 1, 2014, the annual rent will be reduced by \$8.52/ rentable s.f. (\$219,084.00/year), to account for the Governments full payment of the amortized tenant improvements.
5. Prior lease number GS-FCA-MA-43-3198-7-1 is terminated effective May 1, 2009. Any rent paid under GS-FCA-MA-43-3198-7-1, shall be deducted from the rent paid under lease number 57-6395-07-021

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

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

LESSOR: Thompson Realty Co. of Princeton, Inc.

BY 

President
(Title)

IN THE PRESENCE OF (witnessed by:)


(Signature)

195 Nassau St., Princeton, NJ
(Address)

UNITED STATES OF AMERICA

BY 
Gary M. Crook

CONTRACTING OFFICER
(Official Title)