

DATE 10/5/2010

**Pegasys Document Number
PS0017675**

THIS AGREEMENT, made and entered into this date by and between **State Street Square Urban Renewal Partners-I**
whose address is **50 West State Street, Suite 112, Trenton, NJ 08608-1220**

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 Issue Notice to Proceed for Tenant Improvements, incorporate the scope of work, state the negotiated Tenant Improvement cost, issue instructions for payment, and delete provisions in the lease for amortized payments of Tenant Improvements and Building Specific Security.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant

Lease is amended, effective _____, as follows:

A. Notice to Proceed for change orders #1 and #3, attached as exhibit A, is issued upon receipt of a government executed copy of Supplemental Lease Agreement No. 2 by the Lessor. The Lessor shall provide all labor, materials, tools, services and equipment necessary to complete the change orders as provided in exhibit A. Upon inspection and acceptance, Lessor shall be paid lump sum in the amount of \$250,740.08.

B. Upon acceptance by the Government, the Lessor must submit an invoice, including the PDN Number PS0017675, directly to GSA Finance at:

GSA
Greater Southwest Region (7BC)
P.O. Box 17181, Fort Worth, Texas 76102-0181

The invoice must reference the Lease, Supplemental Lease Agreement (SLA), PDN Number, and it must describe the work completed along with the amount billed. Payment will become due within 30 days of receipt of an accepted invoice.

LESSOR **State Street Square Urban Renewal Partners-I**

By: State Street-1, L.P., its general partner
By: Acq's State Street Partners, Inc. its general partner.

BY

IN PRESENCE OF

Kevin Harris

50 West State Street, Trenton NJ 08608

UNITED STATES OF AMERICA, General Services Administration, PBS, North Branch, Delaware Valley Section

BY

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
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TO LEASE NO.
GS-03B-09454

C. Paragraph 14 of the Rider to the lease is hereby deleted from "Years 1 through 5" to the end of paragraph 14, and is replaced with the following:

"Years 1 through 5:

Shell Rent: \$54,039.06 per year or \$21.04 per ANSI/BOMA Office Area Square Foot (ABOA),

Amortized annual cost for Tenant Improvement Allowance*: \$23,967.43

Annual Cost of Services: \$25,619.40 per year or \$9.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$5,760.00 per year or \$1,440.00 per space/annually

Years 6 through 10:

Shell Rent \$60,294.96 per year or \$23.48 per ANSI/BOMA Office Area Square Foot (ABOA),

Annual Cost of Services: \$25,619.40 per year or \$9.98 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3, "Operating Costs"

Parking: \$5,760.00 per year or \$1,440.00 per space/annually

The Government will pay lump sum for the Tenant Improvement costs approved by the Government above the Tenant Improvement Allowance of \$100,866.93. The total Tenant Improvement costs approved by the Government for the Scope of Work attached to Supplemental Lease Agreements #1 and #2 are \$351,607.01. The Government's lump sum payment based upon the approved scope of work is \$250,740.08.

*The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$100,866.93, which is included in the rent, using the 7% 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 7% 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."

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 Initials

[Signature]

Government Initials

[Signature]