

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 1

DATE
4/16/12

TO LEASE NO. GS-04B-62007

ADDRESS OF PREMISES: 325 John Knox Road, Tallahassee, Florida 32303-4113

THIS AGREEMENT, made and entered into this date by and between DP II D/B/A DA WOODCREST, LLC

whose address is 14 Cliffwood Avenue, Suite 200,
Matawan, New Jersey 07747-3932

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

Whereas, the parties hereto desire to amend the above
Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, effective upon execution by the Government as follows:

Paragraph 1 of the lease contract is deleted in its entirety and replaced as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,160 rentable square feet (RSF) of office and related space, which yields ¹⁷⁷⁶ 1,776 ANS/BOMA Office Area square feet (ABOASF) of space located on the first (1st) floor of the building located at 325 John Knox Road, Tallahassee, Florida 32303-4113 (the Premises) to be used for such purposes as determined by the General Services Administration. Block A is 281 RSF which yields 231 ABOASF. Block B is 602 RSF which yields 495 ABOASF, and Block C is 1,277 RSF which yields 1,050 ABOASF. Included in the rental consideration at no additional cost to the Government are two (2) surface parking spaces.

Paragraph 3 of the lease contract is deleted in its entirety and replaced as follows:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following tables:

Block A (231 ABOASF/281 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$3,445.08	\$1,402.19	\$1,931.78	\$6,779.03	\$564.92
6-10	\$3,445.08	\$1,402.19	\$ 0.00	\$4,847.25	\$403.94

Block B (495 ABOASF/ 602 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$7,380.52	\$3,003.98	\$4,139.53	\$14,524.03	\$1,210.34
6-10	\$7,380.52	\$3,003.98	\$0.00	\$10,384.50	\$865.38

Block C (1,050 ABOASF/ 1,277 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$15,656.02	\$6,372.23	\$8,105.37	\$30,133.62	\$2,511.14
6-10	\$15,656.02	\$6,372.23	\$0.00	\$22,028.25	\$1,835.69

TOTAL LEASE (1,776 ABOASF/ 2,160 RSF)

Year	Annual Shell Rent	Annual Operating Rent	Annual Amortized Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
1-5	\$26,481.60	\$10,778.40	\$14,176.68	\$51,436.68	\$4,286.39
6-10	\$26,481.60	\$10,778.40	\$0.00	\$37,260.00	\$3,105.00

Rent for a lesser period shall be prorated. Rent checks shall be made payable to

NOTICES + Correspondence:

DP II D/B/A DA Woodcrest, LLC

14 Cliffwood Avenue, Suite 200

Matawan, New Jersey 077047-3932

RENT PYMT VIA US MAIL:

DA WOODCREST LLC

DEPT 44X, c/o Denholtz Management

P.O. Box 48132

Newark, NJ 07101-4832

The Lessor is a Limited Liability Company and a small business. The Tax identification number is [REDACTED]. The DUNS number is 175931687. The signatory authority for Lessor is Steven Cassidy, DP II D/B/A DA Woodcrest, LLC.

Paragraph 5 of the lease contract is deleted in its entirety and replaced as follows:

5. This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

	Option Term: Years [REDACTED]	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate	[REDACTED]	[REDACTED]
Operating Cost	Operating cost basis shall continue from Year 1 of existing lease term. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least 180 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

Paragraph 8 of the lease contract is deleted in its entirety and replaced as follows:

8. Rent includes a Tenant Improvement Allowance of \$62,602.68 to be amortized through the rent over the firm term of the Lease (60 months) at the rate of five (5%) percent. Each block of space under this lease have separate tenant improvement allowances as listed in SFO Paragraph 3.2, Tenant Improvements Included in Offer.

Block of Space	ABOASF	RSF	TI Allowance/ABOASF	Total TI Allowance
Block A	231	281	\$36.92871	\$ 8,530.53
Block B	495	602	\$36.92871	\$18,279.71
Block C	1,050	1,277	\$34.08804	\$35,792.44
TOTAL				\$62,602.68

Paragraph 9 of the lease contract is deleted in its entirety and replaced as follows:

9. In accordance with SFO paragraph 2.2, *Broker Commission and Commission Credit*, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value of the firm term 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 SFO Paragraph 2.3, only [REDACTED], which is [REDACTED] percent of the Commission, will be payable to Jones Lang LaSalle when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] percent of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing. The rental amount payable 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 \$4,286.39 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).

Second month's rental payment of \$4,286.39 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted second month's rent).

Paragraph 10 of the lease contract is deleted in its entirety and replaced as follows:

10. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.216 (2,160 RSF / 1,776 ABOASF).

Paragraph 11 of the lease contract is deleted in its entirety and replaced as follows:

11. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 40%.

Paragraph 12 of the lease contract is deleted in its entirety and replaced as follows:

12. In accordance with SFO 4.3, *Operating Costs Base*, the escalation base is established as \$10,778.40 per annum (\$4.99/RSF)

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 - [REDACTED] MANAGEMENT, LLC

BY [REDACTED]

President

[REDACTED]
[REDACTED]
[REDACTED] (is)

ADMINISTRATION

Contracting Officer
(Official Title)