

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-03B-12112
LEASE AMENDMENT	
ADDRESS OF PREMISES MERCER CORPORATE PARK 300 CORPORATE BOULEVARD ROBBINSVILLE, NJ 08691-1598	PDN Number: N/A

THIS AMENDMENT is made and entered into between

THOMPSON REALTY CO. OF PRINCETON, INC.

whose address is: **195 NASSAU STREET
PRINCETON, NJ 08542-7004**

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 **incorporate expansion space**.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon acceptance by the Government as follows:

A. Paragraph 1 of Standard Form 2 of the Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"1. Effective upon acceptance of the expansion space by the Government, the Lessor hereby leases to the Government the following described premises: 26,929.16 rentable square feet (RSF), yielding 26,659 ANSI/BOMA Office Area (ABOA) square feet (SF), with an additional 2,001.08 RSF, yielding 1,981 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations), for a total of 28,930 RSF (28,640 ABOA SF), of office and related space on the first floor and 10 surface parking spaces at the building located at Mercer Corporate Park, 300 Corporate Boulevard, Robbinsville, New Jersey, 08691-1598, to be used for such purposes as may be determined by the General Services Administration."

B. Paragraph 3 of Standard Form 2 of the Lease is hereby altered by adding the following text:

"3. Effective upon acceptance of the expansion space by the Government and continuous until the end of this Lease, the

This Lease Amendment contains **2** pages.

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 below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: Thompson Realty Co of Princeton Inc
Date: 8/17/15

Signature: _____
Name: Kristina N. Dello
Title: Lease Contracting Officer
GSA, Public Buildings Service, North Branch
Date: 8/20/2015

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: Allison Probridge
Title: _____
Date: 8/17/2015

Government shall pay the Lessor rent for the expansion space, excluding the free square footage in the amount of 2,001.08 RSF (1,981 ABOA SF), in accordance with the following schedule:

Annual Rental Rates for 1,200 ANSI/BOMA Office Area (1,212.16 rentable) square feet:

Shell Rent: \$16,776.00

Operating Cost Rent: \$11,157.06*

Amortized Cost for Tenant Improvement Allowance: \$18,836.56**

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 5.5% over a 43 month period, based on an estimated occupancy date of 10/01/2015, which is subject to change based on the actual occupancy date. The actual annual amortized cost for the tenant improvements will be memorialized in a future lease amendment.

* Plus any accrued escalations, per Paragraph 3.5, "Operating Costs."

** The Tenant Improvements (TI) for the expansion space will be negotiated and the Government will issue a formal Notice to Proceed for construction. All of the TI terms, conditions, and fees from the initial space build out will apply to the expansion space. The rent will be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$61,135.92, or \$50.95 per ANSI/BOMA Office Area Square Foot, which shall be included in the rent using a 5.5% amortization rate. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 5.5% 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. Paragraph 4 of the Standard Form 2 of the Lease is hereby deleted in its entirety.
- D. Paragraph 3.4 "Percentage of Occupancy" of SFO No. MRP06-079 Form of the Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof:

"3.4 Percentage of Occupancy

Effective upon the expansion space by the Government, the total percentage of space occupied by the Government under the terms of the Lease is equal to 44.23% of the total space available in the building, and will be used as the basis for computing the Government's pro rata share of real estate taxes, as defined in Paragraph 3.3 Tax Adjustment clause of the Lease. The percentage of occupancy is calculated by dividing the total Government square footage in the amount of 26,929.16 rentable square feet by the total building square footage in the amount of 60,890 rentable square feet. Any and all references to the existing Percentage of Occupancy in the Lease and associated lease amendments shall be replaced with 44.23%."

INITIALS:


LESSOR

&


GOVT