

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-01B-04633	DATE 2-14-12	PAGE 1 of 3
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ADDRESS OF PREMISES  
4238 Washington Street, Roslindale, MA 02131

**THIS AGREEMENT**, made and entered into this date by and between 4238 Washington Street, LLC

whose address is 40 Nouvelle Way, Unit 848  
Natick, MA 01760

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 establish the space acceptance date and to reconcile the tenant improvement allowance.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution as follows:

- I. The space is substantially complete as of November 22, 2011. Per SLA #3, the space was due to be delivered as substantially complete by Lessor as of September 3, 2011. The Lessor and Government hereby agree to a lease term and rent commencement date of December 1, 2011. A rent credit in the amount of \$9,108.00 will be applied to the fifth month's rental payment to cover the additional rent costs incurred at the former leased location due to the note delay.
- II. In separate correspondence, the Government issued a Notice to Proceed (NTP) for Tenant Improvements in the amount of \$318,121.75. Approved change orders in the amount of \$59,105.74 (detailed in paragraph VII below) brought the total NTP amount to \$377,227.49. The lease contained a TI allowance of \$329,179.50. The Government hereby elects to pay the difference between the total NTP amount and the TI allowance (\$48,047.99) to the Lessor in a lump sum payment.
- III. The Government also intends to reduce the amount of amortized TI allowance in the lease by an amount of \$51,579.45. Therefore, the total lump sum payment to be made to the lessor upon receiving a proper invoice is \$99,627.44. The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # \_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE

NAME OF SIGNER

Chris Kotsiopoulos, Manager

ADDRESS

40 Nouvelle Way, Unit 848 Natick MA 01760

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Peter BARBIERI

ADDRESS

[Redacted Address]

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER:

Richard T. Reynolds

OFFICIAL TITLE OF SIGNER:

Lease Contracting Officer

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: Richard T. Reynolds, Lease Contracting Officer  
10 Causeway Street  
Room 1010  
Boston, MA 02222

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- IV. The TI Allowance was amortized over ten (10) years at seven and one-half (7.5%) percent. Therefore the pay-down of \$51,579.45 results in a reduction in rent over the ten year firm term lease of \$7,347.09 per annum.
- V. The adjusted full service rent shall be: Years 1 through 10: Annual rent of \$297,652.91 per annum payable at the rate of \$24,804.41 per month in arrears;

- VI. FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 1.13 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") was the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission was [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley agreed to forego [REDACTED] of the Commission that it was entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit of [REDACTED] was to be paid upon lease commencement and the remaining [REDACTED] was paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$196,241.00) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$24,804.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$24,804.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$24,804.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
- Fourth Month's Rental Payment of \$24,804.41 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
- Fifth Month's Rental Payment of \$24,804.41 minus rent credit of [REDACTED] per paragraph I above equals [REDACTED] adjusted Fifth Month's Rent

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INITIALS: LL LESSOR  
BOVT

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## VII. Approved Change order log is as follows:

A. The following change order items shall be reimbursed via RWA N0206367. The remainder of this RWA is to be used for the customized tenant improvement buy down as noted in paragraph III above.

- ✓ C.O. #1 – ADA Door Closer
- ✓ C.O. #4 – Add [REDACTED]
- ✓ C.O. #5 – Counter Shutter Relocation
- ✓ C.O. #6 – [REDACTED]
- ✓ C.O. #7 – Signage Package
- ✓ C.O. #9 – Install SSA Furnished TV mounts
- ✓ C.O. #10 – Interview Station Modifications
- ✓ C.O. #11 – Relocation of DCR Room Door
- ✓ C.O. #12 – Additional room Signage
- ✓ C.O. #13 – Paint & Caulk Beneath Reception Area Counters and Additional Electrical Work
- ✓ C.O. #14 – Additional [REDACTED]

192x.P01D0001.PG80.PGA51.K01.MA5805ZZ-N0206367 - \$99,627.44

B. The following change order item shall be reimbursed via RWA N1059908.

- ✓ C.O. #3 - [REDACTED]

192x.P0125100.PG80.PGA51.K01.MA5805ZZ-N1059908 - [REDACTED]

VIII. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

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