

**Supplemental Lease Agreement
Number 1****Lease Number:** LMA04671**Date:** **OCT 28 2010**

44-48 Third Avenue, Somerville, Massachusetts

Building Number MA5947

THIS AGREEMENT, made and entered into this date by and between **APCA Third Avenue, LLC**
whose address is **200 State Street, 3rd Floor, Boston, MA 02109**

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 amend the rent based on the tenant improvements exceeding the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 24, 2010 as follows:

- I. Notwithstanding anything to the contrary in the Lease, the rent is being increased by \$12,961.39 per annum to reflect the amortization of \$54,548.00 representing the difference between the Tenant Improvement Allowance of \$151,200 per the Lease and \$205,748.00 representing the approved tenant improvement expenditure as stated in the Notice to Proceed dated October 13, 2010. The \$12,961.39 is the product of amortizing \$54,548.00 at an interest rate of 7.00% over the 5 year firm term.
- II. SF-2 Paragraph Number 4 is deleted in its entirety and replaced with the following:

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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, **APCA Third Avenue, LLC**

By

(Signature)

(Title)

In Presence of

(Signature)

(Address)

United States Of America, General Services Administration, Public Buildings Service.

Mark Shinto

Contracting Officer



"4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:

Years One through Five: Annual Rent in the amount of \$281,643.79 payable in the amount of \$23,470.32 per month in arrears, plus CPI escalations after the first year, if applicable;

Years Six through Ten: Annual Rent of \$232,999.20 payable in the amount of \$19,416.60 per month in arrears, plus CPI escalations, if applicable, to:

APCA Third Avenue, LLC
200 State Street, 3rd Floor
Boston, MA 02109

Rent for a period of less than one month shall be prorated on a per diem basis."

III. SF-2 Paragraph Number 5 is deleted in its entirety and replaced with the following:

"5. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission by multiplying 15,120 square feet by [REDACTED] per square foot times 5 years. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 4 of the Lease, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent:

First month's Rental Payment of \$23,470.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$23,470.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$23,470.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$23,470.32 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent."

END OF SLA # 1

Initial: KM & [Signature]
Lessor Gov't.