

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-01B-04798	DATE 12/21/11	PAGE 1 of 2
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ADDRESS OF PREMISES
354 Main Street, Gardner, MA 01440

THIS AGREEMENT, made and entered into this date by and between: 354 Main Street, LLC

whose address is: c/o Lisciotti Development Corp.
83 Orchard Hill Park Drive
Leominster, MA 01453

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 recognize substantial completion of the ordered tenant improvements.

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 and the rent commencement date is hereby established as November 1, 2011.
- II. In separate correspondence via Supplemental Lease Agreement (SLA) #1, the Government had issued a Notice to Proceed for Tenant Improvements in the amount of \$201,805.00. Invoicing instructions for the tenant improvement cost that had exceeded the Tenant Improvement Allowance in the lease in the amount of \$8,451.67 were also provided under this cover.
- III. The Government also intends to reduce the amount of amortized TI allowance in the lease via a lump sum payment by an amount of \$32,227.00 to be made to the lessor upon receiving a proper invoice. An 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# PS 0022515

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

LESSOR

SIGNATURE

NAME OF SIGNER

Gregg Lisciotti, Manager

ADDRESS

83 Orchard Hill Park Drive, Leominster, MA 01453

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Barbara Connally

ADDRESS

83 Orchard Hill Park Drive, Leominster, MA 01453

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, 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 seven (7) years at seven (7%) percent. Therefore the pay-down of \$32,227.00 results in a reduction in rent over the first seven years of the ten year term lease of \$5,836.70 per annum.

V. The adjusted full service rent shall be:

Years 1 through 7: Annual rent of \$165,660.82 per annum payable at the rate of \$13,805.07 per month in arrears;

Years 8 through 10: Annual rent of \$136,478.88 per annum payable at the rate of \$11,373.24 per month in arrears.

VI. FREE RENT AND BROKERAGE COMMISSION: FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is 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 is [REDACTED] 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 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 fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$13,805.07 minus prorated Commission Credit of \$[REDACTED] equals \$[REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$13,805.07 minus prorated Commission Credit \$[REDACTED] equals \$[REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$13,805.07 minus prorated Commission Credit of \$[REDACTED] equals \$[REDACTED] adjusted Third Month's Rent
- Fourth Month's Rental Payment of \$13,805.07 minus prorated Commission Credit of \$[REDACTED] equals \$[REDACTED] adjusted Fourth Month's Rent
- Fifth Month's Rental Payment of \$13,805.07 minus prorated Commission Credit of \$[REDACTED] equals \$[REDACTED] adjusted Fifth Month's Rent

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