

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO.	DATE	PAGE
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ADDRESS OF PREMISES

300 Ballardvale Street, Wilmington, MA 01887

**THIS AGREEMENT**, made and entered into this date by and between 299-301 Ballardvale Associates LLC

Whose address is: c/o Essex River Ventures, Inc.

52-R Roland Street

Charlestown, MA 02129

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 establish the rent commencement date and reconcile the tenant improvement allowance.

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

- I. The space is substantially complete and the rent commencement date is 8/5/2010. The lease term shall be August 5, 2010 through August 4, 2020, subject to cancellation rights in favor of the Government as stated in the Lease.
- II. In accordance with the Notice to Proceed dated April 22, 2010 the Government elected to expend \$176,564.50 of the available \$206,001.18 in tenant improvement allowance which was amortized into the rental rate at 8% over the ten year term. One Change Order request in the amount of \$2,661.80 was approved making the total approved cost of the tenant improvements \$179,226.30. Per paragraph 3.3 of the SFO, "Tenant Improvement Rental Adjustment" the Government may return to the Lessor any unused portion of the Tenant Improvements Allowance in exchange for a decrease in rent according to the amortization rate over the firm term. Therefore the Government returns to the Lessor \$26,774.88 of the allowance resulting in a reduction in rent over the ten year lease term of \$3,898.24 per annum.
- III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease and attached hereto (2 pages).
- IV. The Lessor hereby waives restoration as a result of all improvements.
- V. The adjusted full service rent shall be:

Years 1 through 5: Annual rent of \$118,511.89 payable at the rate of \$9,875.99 per month, in arrears and;

Years 6 through 10: Annual rent of \$133,959.49 payable at the rate of \$11,163.29 per month, in arrears,

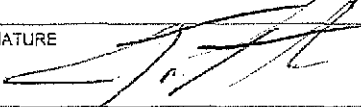
Rent for a lesser period shall be prorated on a per diem basis.

VI. All items noted on the Pre-Occupancy Report dated 8/5/2010 (copy attached, 2 pages) - shall be addressed by September 30, 2010.

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

LESSOR

SIGNATURE

 President, Essex River Ventures  
As Asset Manager

NAME OF SIGNER

John W. Fenton

ADDRESS

Avison Young 52-R Roland St. Charlestown, MA 02129

IN PRESENCE OF

SIGNATURE

 Keryn E. O'Donnell

NAME OF SIGNER

Keryn E. O'Donnell

ADDRESS

52-R Roland St Charlestown, MA 02129

UNITED STATES OF AMERICA

SIGNATURE

 George E. Welch

NAME OF SIGNER

George E. Welch

OFFICIAL TITLE OF SIGNER

Contracting Officer

- VII. In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", the Lessor and Studley, Inc. agreed to a cooperating lease commission of [REDACTED] per RSF per year for the initial firm term 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 is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] which shall be due upon lease commencement and the remaining [REDACTED] was to be paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$62,673.12 per annum) 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 third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$9,875.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$9,875.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$9,875.99 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent

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

INITIALS: [Signature] & [Signature]  
LESSOR & GOVT