

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. LME04766	DATE August 31, 2011	PAGE 1 of 2
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ADDRESS OF PREMISES  
967 Illinois Avenue, Bangor, ME, 04401-2766

THIS AGREEMENT, made and entered into this date by and between Gary J. Hagan

whose address is [REDACTED]

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 accept the space as substantially complete, reconcile the amount of tenant improvement allowance used and commence rent. The space is hereby accepted as substantially complete as of August 5, 2011. Per the notice to proceed as transmitted as SLA #2, the total amount of allowance expended was \$247,414.10. Lastly, the requirement for installation of the shatter resistance window film per SFO Section 10.17 was waived. An adjustment to the rent has been made as a result of this requirement change.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows: **Paragraphs 2, 5 and 8, of the Lease are hereby deleted in their entirety and replaced with the following:**

2. **TERM:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing August 5, 2011 (the "Commencement Date"), and ending ten (10) years thereafter, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term").

5. **THE GOVERNMENT SHALL PAY** the Lessor annual rent as follows based on lease commencement and rent commencement as defined in the SFO:

Years 1 through 5: Annual rent of \$464,088.78 payable at the rate of \$38,674.07 per month, in arrears and;  
Years 6 through 10: Annual rent of \$509,552.37, payable at the rate of \$42,462.70 per month, in arrears,  
via Electronic Funds Transfer to:

Gary J. Hagan  
[REDACTED]

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

Continued

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

<b>LESSOR</b>	
SIGNATURE <i>Gary J. Hagan</i>	NAME OF SIGNER Gary J. Hagan
ADDRESS [REDACTED]	

<b>IN PRESENCE OF</b>	
SIGNATURE <i>Mary P. Faulkner</i>	NAME OF SIGNER <i>Mary P. Faulkner</i>
ADDRESS [REDACTED]	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE <i>Richard T. Reynolds</i>	NAME OF SIGNER Richard T. Reynolds
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

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8. **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 "Aggregate Lease Value" for the initial term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has 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 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 third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$38,674.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$38,674.07 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$38,674.07 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 Gov't