

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 02

December
21, 2011

TO LEASE NO.

GS-01B-04640

ADDRESS OF PREMISES:

510 Congress Street, Portland, ME 04101-3410

Building Number: ME4166

THIS AGREEMENT, made and entered into this date by and between **CENTER CITY PLAZA ASSOCIATES, LP** whose address is: 565 Congress Street, Suite 203, Portland, ME 04101-3308, hereinafter called the Lessor, and The **UNITED STATES OF AMERICA**, hereinafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

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

1. The cost of construction shall be amended due to change orders and other costs initiated by the Government. In the Notice to Proceed letter dated 7.28.2011, the project cost is \$567,778.00. This amount shall be amended to include the change orders(CO) as follows: CO1 - \$5,056.00 / carpet spec change; CO2 - \$51,291.00/additional flooring; CO3 - \$3,103.00/mill work, and, CO5 - \$383,368.00 /change in scope, and, administrative fees of \$4,650.00, additional general conditions fee of \$15,000.00, and an estimated materials and supplies pricing change of \$10,000.00. The total construction cost is \$1,040,246.00.
2. The TI Allowance in the Lease, Paragraph 10, is \$765,731.90. The TI overage is \$274,514.10. The Government shall pay the Lessor \$215,128.10, per paragraph 4., below. The Lessor shall provide \$59,386.00 additional funds to complete the build out. This amount, \$59,386.00, and the TI Allowance from Paragraph 10 of the Lease of \$765,731.90, shall be amortized in the rent over a period of ninety six (96) months at the lease stated interest rate of 5.00%.
3. Lessor shall provide all labor, material, supervision, equipment and permits to accomplish these changes in accordance with the terms of the Lease.
4. The Government shall pay the Lessor a lump sum total amount \$215,128.10 in consideration of the change orders and other fees and costs stated in Paragraph 1, above, and for the work described in the change orders attached hereto and incorporated herein by reference. Payment for said services and product, whether in whole or in part, shall be by approved invoice. Invoice approval shall be

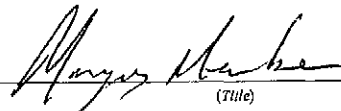
All other terms and conditions of the lease shall remain full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **CEN** [REDACTED] **S, LP**

BY _____

IN PRESENCE OF _____


(Title)

[REDACTED]
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____

Contracting Officer

4. Continued. accomplished by inspection and written acceptance of each invoice by the Contracting Officer. Approved invoices shall be sent directly to: General Services Administration, Greater Southwest Finance Center, FTS & PBS Payments Division (7BCP), 819 Taylor Street, PO Box 17181, Fort Worth, Texas 76102-0181 Tel. 819.978.2408. A copy of the invoice shall be sent to the Contracting Officer. Said invoice shall reference the following payment document number (PDN): _____.
5. Per SLA 1, Paragraph 1, the rent, without the TI component, commenced April 1, 2010. Notwithstanding the rent start of April 1, 2010, the ten year lease term (Lease Term) and rent with the TIA component shall begin upon the next business day, excluding Saturdays, Sundays and Federal Holidays, following the Delivery of the Leased Premises in full compliance with the terms and conditions of the Lease and acceptance of the leased space by the Government (the "Commencement Date"), and ending ten (10) years thereafter (the "Lease Term"), subject to the termination right set forth in Paragraph 7 below. Upon acceptance of the space as substantially complete by the Government, the Lessor and the Government shall confirm in writing the Commencement Date and the Termination Date (the "Lease Term") by execution and delivery of a Supplemental Lease Agreement.
6. The firm term of the Lease shall be changed from five (5) years to (8) years.
7. Paragraph 9 of the SF2 shall be deleted in its entirety and the following substituted there for: "THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the eighth (8th) year by giving at least one hundred twenty (120) days' prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination."

PP *[Handwritten signature]*