

## Supplemental Lease Agreement Number 4

JAMANY 10, 2013

Lease Number: GS-01B-04640 Date

Date: November ----, 2012

Address of Premises: 510 Congress Street, Portland Maine 04101

PBS Building No. 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 to establish a commencement date for the lease to set the beginning of the firm term of the lease for amortizing the alterations cost to the demised premises. WHEREAS, in SLA 1, the parties commenced Lease payments for shell and operating rent only effective April 1, 2010, and

WHEREAS, in SLA 2, the parties amended the term, Tenant Improvement Allowance and added a lump sum payment for change orders, and

WHEREAS, in SLA 3, the parties agreed to change orders to be paid by lump sum,

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

- A. Paragraph 8 of the Lease, as amended by SLA 1, is deleted in its entirety and the following paragraph is substituted therefore:
- "8. <u>TERM</u>. TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing June 13, 2012 (the "Commencement Date"), and ending June 12, 2022, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term")."
- B. TERMINATION. The termination rights in Paragraph 9 of the Lease are hereby deleted and the following substituted therefore:
  - THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the
    last day of the eighth (8<sup>th</sup>) year of the Lease Term by giving at least one hundred twenty (120) days'
    prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination.
- C. Paragraph 12 of the Lease, as amended by SLA 2, is deleted in its entirety and the following paragraph is substituted therefore:
- 12. RENT. The Government shall pay the Lessor annual rental as follows: 1621,813.15

  For years 1 through 8 of the lease term, the annual rent shall be \$624,816.25. This rental is comprised of a shell

For years 1 through 8 of the lease term, the annual rent shall be \$62<del>1,816.25.</del> This rental is comprised of a shell rent of \$339,645.30, an operating rent of \$149,587.98 and a TI rent of \$132,582.47. This annual rent shall be subject to adjustment as set forth in the Lease, and Paragraphs 4.2, 4.3 and 4.4.

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

By \_\_\_\_\_\_
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The United States Of America,
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By Lease Contracting Officer

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## C. Continued.

For years 9 through 10 of the Lease term, the annual rent shall be \$421,019.06.

The Lessor contribution of \$47,600.00 as referenced in Paragraph 11 of the Lease Rider shall be amended such that the contribution shall be amortized over a period of 96 months at 5%. This amount is \$0.3515 cents per rentable square foot and is included in the TI portion of the rent as it is stated above.

D. Lease Rider, Paragraph 12, references a possible change to the parking rate at the end of the fifth year of the lease. The commencement date of the term for the potential parking rate change only for the thirty five (35) secure, enclosed Parking Spaces shall be April 1, 2010. The current annual parking rent of \$45,480.00 per annum is calculated as follows: \$1,080 per annum for each of the 35 secure, enclosed Parking Spaces, and, \$960.00 per annum for each of the eight (8) unenclosed surface Parking Spaces, payable at the rate of \$3,790.00 per month in arrears.

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

Lessor

Government

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