

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-01B-04684	DATE 3.14.13	PAGE 1 of 2
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ADDRESS OF PREMISES
537 Congress Street, Portland, ME, 04101

THIS AGREEMENT, made and entered into this date by and between Hega Realty, LLC

whose address is c/o Dirigo Management Company
One City Center, 4th Floor
Portland, ME 04101

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 add an additional 3,638 BRSF (3,248 BOASF) of office and related space on the 3rd floor for use by the United States Trustees, add an additional reserved structural parking space for use by the United States Trustees, to accept the space as substantially complete as of August 1, 2012 and to reconcile the TI allowance used.

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 1, 2, 5, 8, 11, 12, and 19 of the Lease are hereby deleted in their entirety and replaced with the following:**

- LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES:** An area of 21,864 Rentable Square Feet (RSF) yielding 19,889 BOMA Office Area Square Feet (BOASF), with a blended Common Area Factor of 9.93%, of office and general purpose space located on the 2nd floor (18,226 RSF / 16,641 BOASF – floor common area factor of 9.53%) and the 3rd floor (3,638 RSF / 3,248 BOASF – floor common area factor – 12.01%) of the building located at 537 Congress Street, Portland, ME 04101 (hereinafter the "Building") known also as unit #200 and a portion of unit #300, 537 Lofts; and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; including the use of three (3) reserved structured parking spaces (2 for [redacted] and 1 for [redacted]), all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration. Of the 21,864 RSF under lease, 4,932 RSF on the 2nd floor is subject to operating expenses alone. This amount is included in the annual rental amount shown in Paragraph 5 below. Space is assigned as follows: [redacted] – 16,039 BOASF (2nd Floor); [redacted] – 602 BOASF (2nd floor) and [redacted] – 3,248 BOASF (3rd Floor).
- TERM:** TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing August 1, 2012 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"). This lease shall supersede lease GS-01B-03848 in its entirety.

Continued

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

SIGNATURE [redacted]		LESSOR
ADDRESS [redacted]		NAME OF SIGNER Phil Kubiak

IN PRESENCE OF

SIGNATURE [redacted]		NAME OF SIGNER Lisa Ryan
ADDRESS [redacted]		

UNITED STATES OF AMERICA		
SIGNATURE [redacted]		NAME OF SIGNER George E Welch
DATE 3.14.13		OFFICIAL TITLE OF SIGNER LCO

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5. **THE GOVERNMENT SHALL PAY** to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$438,037.87 payable at the rate of \$36,503.16 per month, in arrears;
Years 6 through 10: Annual rent of \$405,146.04 payable at the rate of \$33,762.17 per month, in arrears, via Electronic Funds Transfer to:

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Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to three (3) reserved parking spaces over the term of the lease at no additional charge.

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 have agreed to a cooperating lease commission of [redacted] of the firm term value 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] will be paid to Studley, Inc upon lease execution (To date, Studley, Inc. has been paid [redacted]).

The shell rental portion of the annual rental payments (\$11.68 per RSF x 16,932 RSF = \$197,765.76 or \$16,480.48 per month) 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 \$36,503.16 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent
- Second Month's Rental Payment of \$36,503.16 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent
- Third Month's Rental Payment of \$36,503.16 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent

11. **TAX ADJUSTMENTS:** Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of condominium unit #200 in 537 Lofts for real estate tax purposes is agreed to be 100% (18,226 RSF / 18,226 RSF). The Government occupies 100% of the 2nd floor which is unit #200 within the 537 Lofts condominium. The CBL number for unit #200 is 037-C-014-200. The percentage of Government occupancy of condominium unit #300 in 537 Lofts for real estate tax purposes is agreed to be 27.76%. The CBL number for unit #300 is 037-C-014-300.

12. **OPERATING COSTS:** Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$174,256.08. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".

19. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 & 3.3 of the SFO, Lessor included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$307,720.00 calculated at \$20.00 per BOMA Office Area Square Foot (over 15,386 BOASF), and amortized over five (5) years at the rate of five (5%) percent. This TI allowance amount includes an increase of \$64,960.00 attributed to the [redacted] space added by this SLA. The Government used \$267,013.53 ([redacted] - \$229,862.13; [redacted] - \$37,151.40 and [redacted] - \$0.00) and hereby returns to the Lessor [redacted] in exchange for a decrease in rent according to the amortization rate. The annual rent as shown in paragraph 5 of this SLA is inclusive of this reduction. Lessor and Government agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term.