

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-01B-04590	DATE 1/3/2011	PAGE 1 of 3
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ADDRESS OF PREMISES
One Wall Street, Manchester, NH 03101

THIS AGREEMENT, made and entered into this date by and between One Wall Street, LLC
Whose address is: c/o Brady Sullivan Properties
670 N. Commercial Street
Manchester, NH 03101

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 October 16, 2010. The lease term shall be October 16, 2010 through October 15, 2020 subject to termination rights as noted in the lease.
- II. In separate correspondence dated 10/1/2009, the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$301,348.00. Change order #1 through #5 (detailed below) was approved which brought the total costs for tenant improvements to \$306,587.38. The tenant improvements do not exceed the tenant improvement allowance.

CO Log #	Description	Date	Amount
01	Ceiling mounted speakers, garbage disposal, interior signage, landscaping for walkway, cost to install 2 light fixtures at transaction window.	10/17/2010	████████
02	Exterior Signage	11/6/2010	████████
03	Systems Furniture Faceplates	11/22/2010	████████
04	Relocate Fire Extinguisher	11/23/2010	████████
05	Message Board	12/1/2010	████████
TOTAL:			\$5,239.38

- III. In accordance with the Notice to Proceed the Government elected to expend \$306,587.38 of the available \$325,960.96 in tenant improvement allowance which was amortized into the rental rate at 9% over the seven year firm term. Per paragraph 19 of the SFO, "Tenant Improvement Allowance" 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 \$19,373.58 of the allowance resulting in a reduction in rent over the first 7 years of the lease of \$3,740.44 per annum.

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

LESSOR	
SIGNATURE ██	NAME OF SIGNER Arthur Sullivan, Manager

ADDRESS
670 Commercial St Manchester, NH

IN PRESENCE OF	
██	NAME OF SIGNER Charles J. ANASTAS

ADDRESS
670 Commercial St Manchester NH

UNITED STATES OF AMERICA	
SIGNATURE ██	NAME OF SIGNER Steven M Smith
	OFFICIAL TITLE OF SIGNER Contracting Officer
	2/4/2011

IV. The Government-approved design intent drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit 1 (1 page).

V. The Lessor hereby waives restoration as a result of all improvements.

VI. The adjusted full service rent shall be:

Years 1 through 7: Annual rent of \$282,886.11 payable at the rate of \$23,573.84 per month, in arrears.
Years 8 through 10: Annual rent of \$223,693.61 payable at the rate of \$18,641.13 per month, in arrears

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

VII. In accordance with paragraph 1.13 of the SFO, 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 firm term value 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 was entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted] to be paid upon lease commencement and the remaining [redacted] was paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$163,854.61 or \$13,654.55 per month) 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 fourth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$23,573.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent
- Second Month's Rental Payment of \$23,573.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent
- Third Month's Rental Payment of \$23,573.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent
- Fourth Month's Rental Payment of \$23,573.84 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Fourth Month's Rent

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

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INITIALS: &
 LESSOR GOVT