

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL
AGREEMENT
NO. 2

DATE

Feb. 17, 2011

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. LMA04663 Neg.

ADDRESS OF PREMISES: 463 West Street, Amherst, MA 01002-2946

THIS AGREEMENT, made and entered into this date by and between DONALD LAVERDIERE d/b/a AMHERST OFFICE PARK

whose address is: 463 West Street, Amherst, MA 01002-2946

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the term of this Lease commenced April 1, 2010;

WHEREAS, the Lease was amended via Supplemental Lease Agreement No. 1 dated April 2, 2010;

WHEREAS, the parties hereto desire to further amend the above Lease;

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

1. The alterations specified in the Lease are substantially complete as of January 5, 2011;
2. Paragraph 3 of SLA No. 1 to LMA04663 is hereby deleted in its entirety and replaced with the following:

Commencing January 6, 2011, the Government shall pay the Lessor annual rental as follows:

For month 10 (partial, and prorated on a per diem basis) and for months 11 through 60 of the lease term, a total annual rental of \$101,033.87 (approximately \$25.29 per RSF) per annum at the rate of \$8,419.49 per month in arrears; which annual rental includes \$19,216.27 per annum (approximately \$4.81 per RSF) for the amortization of the Lessor's contribution to the TI cost plus annual operating cost escalations. This annual rental shall be subject to adjustment as set forth in the Lease.

For years 6 through 10 of the lease term, a total annual rental of \$81,817.60 (approximately \$20.48 per RSF) per annum at the rate of \$6,818.13 per month in arrears; plus annual operating cost escalations. This annual rental shall be subject to adjustment as set forth in the Lease.

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5th) year.

3. TENANT IMPROVEMENT ALLOWANCE: Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$71,930.00 amortized over the remaining fifty-one (51) months of the five (5) year firm term of the lease at the interest rate of 6.00%.



4. Lessor agrees to pay Jones Lang LaSalle Americas, Inc. (Broker) a commission ("Commission") to be calculated and paid in accordance with the terms of this Agreement. The total amount of the Commission shall be [REDACTED] equal to [REDACTED] % of the rental described in paragraph 2 above for the initial five year firm term of this Lease. The Commission shall be earned upon execution of this Agreement and shall be paid, without further condition or contingency, 50% upon award of this Lease and 50% upon substantial completion and acceptance by the Government of the tenant improvements, at which time the commission and credits shall be adjusted to reflect the actual Aggregate Lease Value for the firm term of this lease. In accordance with the Broker Commission and Commission Credit agreement between GSA and the Broker, the Broker has agreed to forego [REDACTED] % of the commission that it is entitled to receive in connection with this lease transaction as the Commission Credit. The Commission Credit is [REDACTED]. Upon substantial completion and acceptance of the Tenant Improvements, the shell rental payments due and owing under the lease shall be reduced to fully recapture the [REDACTED] Commission Credit, such credit to be set forth in a Supplemental Lease Agreement.

The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the tenth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Eleventh month's rental payment of \$8,419.49 (which includes \$3,692.05 shell rent) minus prorated Commission Credit of \$[REDACTED] equals [REDACTED] adjusted eleventh month's rent.

Twelfth month's rental payment of \$8,419.49 (which includes \$3,692.05 shell rent) minus prorated Commission Credit of \$[REDACTED] equals [REDACTED] adjusted twelfth month's rent.

Thirteenth month's rental payment of \$8,419.49 (which includes \$3,692.05 shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted thirteenth month's rent.

Except as modified in this Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Agreement may conflict with any terms and conditions of the Lease or any previous Agreements, the terms of this Agreement shall control and govern.

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

LESSOR DONALD LAVERDIERE d/b/a AMHERST OFFICE PARK

BY

Ronald Laverdiere

(Signature)

GM - Amherst Office Park

(Title)

IN PRESENCE OF

Clare E. Burdick

(Signature)

463 West St. Amherst MA

(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION

BY

[Signature]

(Signature)

Lease Contracting Officer

(Official Title)

GSA Form 276 (Jul. 67)