

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

No. **2**

DATE

9-8-11

TO LEASE NO.

LNH04790

ADDRESS OF PREMISES **640 Marlboro Street, Keene NH**

THIS AGREEMENT, made and entered into this date by and between **Karen B. Curran**

whose address is [REDACTED]

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 effective September 1, 2011 as follows:

1. To amend the description of paragraph 1 of the Standard Form 2 (SF-2), and substituting therefor the following:

"The Lessor hereby leases to the Government the following described premises:

A area of 4,766 Rentable Square Feet (RSF), with a Common Area Factor of 1.6205%, yielding 4,690 ANSI/BOMA Office Area (occasionally herein referred to as "Usable) Square Feet

2. To amend paragraph 4 of Form SF-2 by deleting all previous references to annual rent and substituting therefore the following:

The Government shall pay: to the Lessor, commencing on the commencement Date and payable via Electronic Funds Transfer, rent as follows:

Years One through Five: Annual Rent in the amount of \$161,321.93, payable in the amount of \$13,443.49 per month in arrers, plus CPI escalations after the first year, if applicable;

Years Six through Ten: Annual Rent of \$101,849.42, payable in the amount of \$8,487.45 per month in arrears, plus CPI escalations, if applicable.

3. To amend paragraph 14 of Form SF-2 Operating Costs as follows: the base rate for the cost of services shall be \$6.35prsf or \$30,264.10 annually and subject to annual adjustments as provided therein, commencing on the first Anniversary Date of the Lease Commencement.
4. To confirm that the Government has accepted the Lease premises as substantially complete and ready for occupancy. To amend paragraph 2 of SF-2 Form to establish the effective date of occupancy and term of the lease as follows:
5. The term of the Lease shall commence on September 1, 2011 and run through August 31, 2021 subject to termination rights set forth in the lease.
6. In separate correspondence dated May 16, 2011 the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$401,902.90. The total cost for tenant improvements amortized within the lease are \$257,901.97 and will be amortized in the rent at a rate of 5.75%, upon rent commencement.
7. Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$144,000.93. Payment shall be made upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

(CONTINUED ON PAGE 2)

Initials: KC & LM
Lessor Gov't

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The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Lori Melchin
Leasing Contracting Officer
10 Causeway Street, 10th Floor
Boston, MA 02222

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

- I. The Lessor hereby waives restoration as a result of all Improvements.

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

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

LESSOR

BY

[Signature]
(Signature)

OWNER

(Title)

Address

IN PRESENCE OF

(Signature)

Printed Name of Witness:

Robert J. Naman

(Witness' Address)

UNITED STATES OF AMERICA **GENERAL SERVICES ADMINISTRATION**

BY

Lori Melchin
LORI MELCHIN

Contracting Officer

(Official Title)