

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-01B-04680	DATE JAN 14 2012	PAGE 1 of 1
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ADDRESS OF PREMISES
15 Constitution Drive, Bedford, NH 03110 Building Number NH6121

PDN# PS0022581
RMA# 0842560

THIS AGREEMENT, made and entered into this date by and between: Independence Equity Partners, LLC

Whose address is: c/o Aegean Capital, LLC
150 E 58th Street, Suite 2000
New York, NY 10155

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 order Tenant Improvements which exceed the Tenant Improvement Allowance.

iNOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended effective **December 19, 2011** as follows:

I. In separate correspondence dated 10/28/2010, the Government ordered Tenant Improvements in the amount of \$412,004. In SLA#1, the Tenant Improvements exceed the Tenant Improvement Allowance by \$173,289.14. In SLA #4, the Government ordered Change Orders 1 through 10 that exceeded the Tenant Improvement Allowance of \$412,004 by the amount of \$12,843.08. The Government further orders the following changes: HVAC Zone Dampers, Antenna Stand, prep and paint, associated GC fees in the amount of **\$11, 196.00**.

II. Upon substantial completion and acceptance of the demised premises by the Government, the Government shall reimburse the Lessor in a one time lump sum payment in the amount of **\$11,196.00** which shall be due upon receipt of an original invoice submitted after completion, inspection, and acceptance of the space by the Contracting Officer.

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**

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

LESSOR

SIGNATURE: [REDACTED] NAME OF SIGNER: CHRIS TREMBLAY

ADDRESS: [REDACTED], NEW YORK, NY 10155

IN PRESENCE OF

SIGNATURE: [REDACTED] NAME OF SIGNER: PETER TILDEN

ADDRESS: C/O AEGEAN CAPITAL, LLC, 150 E. 58th STREET, NEW YORK, NY 10155

UNITED STATES OF AMERICA

SIGNATURE: [REDACTED] NAME OF SIGNER: Mark Shinto
OFFICIAL TITLE OF SIGNER: Contracting Officer

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

General Services Administration
Attn: Mark Shinto, Leasing Contracting Officer
10 Causeway Street, Room 1010
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# RWA 0841560 - PDN# PS0022581

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

III. The Government-accepted construction drawings prepared by S.P.A.C.E and dated July 21, 2010 which formed basis for the tenant improvement costs are hereby incorporated into the lease.

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

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

INITIALS: CMT & ms
LESSOR GOVT