

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. LNH04764	DATE 2/10/2011	PAGE 1 of 2
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ADDRESS OF PREMISES  
70 Commercial Street, Concord, NH 03301

**THIS AGREEMENT**, made and entered into this date by and between Horseshoe Pond Properties I, LLC

whose address is c/o Goodhart Associates  
252 College Street  
Burlington, VT 05401

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

**WHEREAS**, the parties hereto desire to amend the above Lease in order to establish the space acceptance date and to reconcile the tenant improvement allowance.

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

- I. The space is substantially complete and the rent commencement date is hereby established as November 23, 2010.
- II. In separate correspondence, the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$54,132.00 and \$2,455.00. The Government hereby elects to pay this amount (\$56,587.00) to the Lessor in a lump sum payment via Reimbursable Work Authorization (RWA) #N1159772. Therefore the Government returns to the Lessor \$121,680.00 of the Tenant Improvement Allowance which was amortized over seven (7) years at zero (0%) percent resulting in a reduction in rent over the first seven years of the lease of \$17,382.86 per annum or \$1.95 per RSF.
- III. The adjusted full service rent shall be:  
  
Years 1 through 7: Annual rent of \$240,838.64 per annum payable at the rate of \$20,069.89 per month in arrears;  
Years 8 through 10: Annual rent of \$272,606.85 per annum payable at the rate of \$22,717.24 per month in arrears
- III. 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 \$56,587.00 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  
Con't

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

**LESSOR**

SIGNATURE 	NAME OF SIGNER Winston Hart, Managing Member
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ADDRESS  
252 COLLEGE ST. BURLINGTON, VT 05401

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER HANNAH LYFORD
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ADDRESS  
252 COLLEGE ST., BURLINGTON, VT 05401

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER Richard F Reynolds
	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: Steven Smith, Contracting Officer  
10 Causeway Street  
Room 900  
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 # PS0019004

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

IV. FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") was 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 aggregate 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] which shall be due upon lease commencement and the remaining [redacted] was paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$184,061.00 per annum) 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 \$20,069.89 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent
- Second Month's Rental Payment of \$20,069.89 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent
- Third Month's Rental Payment of \$20,069.89 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent

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

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

INITIALS: \_\_\_\_\_ LESSOR  
GOVT