

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. LVT04687	DATE 2/8/12	PAGE 1 of 3
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ADDRESS OF PREMISES

57 Yankee Park Road, Fairfax, VT 05454-5515

VT8132

THIS AGREEMENT, made and entered into this date by and between Malone Properties, Inc

Whose address is c/o Malone Yankee Park Properties LLC
122 Gallison Hill Road
Montpelier, VT 05602-8822

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 provide for alterations to the leased space, commence the lease and incorporate change order items (the "Change Order(s)").

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

1. To establish the effective date of occupancy and term of lease LVT04687 as April 24, 2012 (the commencement date) and continue through April 23, 2027 subject to the termination rights as set forth in the lease.
2. Reference Para 4 of the SF 2:

THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date, rent as follows:
For years 1-5, the annual rent shall be \$228,009.156525, payable at the rate of \$19,000.76304 per month in arrears.
For years 6-10, the annual rent shall be \$244,341.906525, payable at the rate of \$20,361.82554 per month in arrears.
For years 11-15, the annual rent shall be \$225,111.96, payable at the rate of \$18,759.33 per month in arrears.

Via Electronic Funds Transfer to:
Malone Properties, INC.
122 Gallison Hill Road
Montpelier, VT 05602-8822

IN W [REDACTED] parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE

NAME OF SIGNER

Patrick Malone

ADDRESS

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

Lynn Brechu

ADDRESS

UNITED STATES OF AMERICA

NAME OF SIGNER

THOMAS McNAUGHTON

OFFICIAL TITLE OF SIGNER

LEASE CONTRACTING OFFICER

3. Per Supplemental Lease Agreement (SLA) 1 the Government issued a Notice to Proceed for the balance of Tenant Improvements in the amount of \$312,645.33. The Government shall reimburse the Lessor for costs in excess of the tenant improvement allowance of \$312,645.33 by lump sum payment. All Change Order work shall be subject to the terms and conditions of the lease.
4. The Government hereby includes the following approved Change Orders (Atch A) and amounts to be paid in partial payments upon receipt of original invoice(s) after completion, inspection, and acceptance of the work by the Lease Contracting Officer and/or the Lease Contracting Officer's Technical Representative:

Change Order 1: Furnish and install one floor data/tel outlet Rm 123 (RFP# 1) at a cost of
 Change Order 2: Furnish and install electrical outlet, range hood (RFP#2) for tenant-supplied oven:
 Change Order 3: Furnish and install rubber flooring in place of carpet as stated (RFP #3)
 Change Order 4: Electrical hook-ups and fixed furniture installation (RFP #4)
 Change Order 5: Furnish and install fixed shelving, workbenches & elect support (RFP #5 post occy)
 Change Order 6: Furnish and install additional data and voice connections -Rms 103 & 107
 Change Order 7: Relocate 3 Quad outlets in LAN room
 Change Order 8: Three Ground Bars and support wiring

Change Order total is \$68,368.39

5. The original invoices for excess tenant improvement costs 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 invoices must be provided to the Contracting Officer at the following address:

General Services Administration
 Attn: GSA Contracting Officer
 Thomas McNaughton
 c/o Nancy Swiechowicz COTR
 Federal Center
 380 Westminster Street, Suite 622
 Providence, RI 02903

Or a copy can be faxed to the Contracting Officer's Technical Rep at 401-528-5114

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 item(s) delivered
- GSA PDN # PS0022614

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

6. The Lessor hereby waives restoration as a result of these improvements.

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

Initials *PM* & *SM*
 Lessor Gov't

CHANGE ORDER LOG FOR:

LEASE: LVT04687
Proj # 9VT2001
TITLE: DHS CBP OIT
Address 57 Yankee Park Road, Fairfax, VT

- Change Order 1: Rm 123 floor data/radio outlet
- Change Order 2: Electrical Range Hood and support wiring
- Change Order 3: Change carpet tile to rubber multiple rooms
- Change Order 4: Electrical supports to equip and furniture
- Change Order 5: Construct work benches/storage shelves
- Change Order 6: Data/voice connections Rms 103 & 107
- Change Order 7: Relocate 3 quad outlets in Rack room
- Change Order 8: Install 3 Ground Bars and required wiring



Total for Change Orders 1-8 payable in partial payments

\$68,368.39