

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
NO. 1

DATE  
3/19/2011

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. LMA04808 Neg.

ADDRESS OF PREMISES 439 Union Street  
Lawrence, Massachusetts 91843

THIS AGREEMENT, made and entered into this date by and between Heritage Place, LLC

whose address is c/o Ozzy Properties, Inc.  
1600 Osgood Street, Suite J-04  
North Andover, MA 01845

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 increase the square footage and rent of the Leased Premises.

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

(1) Paragraph 1. of the SF- 2 is deleted in its entirety and the following substituted thereto:

"1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 15,551 Rentable Square Feet (RSF), with a Common Area Factor of 15.00%, yielding 13,523 ANS/BOMA Office Area (occasionally herein referred to as "Usable") Square Feet located on the 3<sup>rd</sup> floor at Heritage Place, 439 South Union Street, Lawrence, Massachusetts 01843 (hereinafter the "Building"), Identified on the plans entitled " Third Floor Plan" attached hereto as Exhibit "A" along with 66 on-site surface parking spaces . The space identified on Exhibit A is hereinafter referred to as the "Premises" or the "Leased Premises", which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration."

(2) Paragraph 4. of the SF-2 is deleted in its entirety and the following substituted thereto:

"4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Funds Transfer, rent as follows:

Years One through Seven: Annual Rent in the amount of \$306,354.70, payable in the amount of \$25,529.56 per month in arrears, plus CPI adjustments after the first year, if applicable;

Years Eight through Ten: Annual Rent of \$182,078.89, payable in the amount of \$15,173.24 per month in arrears, plus CPI adjustments, if applicable, to:

Heritage Place, LLC  
c/o Ozzy Properties, Inc.  
1600 Osgood Street, Suite J-04  
North Andover, MA 01845

Rent for a period of less than one month shall be prorated on a per diem basis."

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

LESSOR: Heritage Place, LLC

BY [Signature] 3/3/11  
(Signature)

MELISSA, HERITAGE PLACE, LLC  
(Title)

IN PRESENCE OF  
[Signature] 3/3/11  
(Signature)

c/o Ozzy Properties, Inc  
1600 OSGOOD ST, N. ANDOVER MA 01845  
(Address)

UNITED STATES OF AMERICA, General Services Administration

BY [Signature]  
(Signature)

Contracting Officer  
(Official Title)

SLA #1 to Lease No. LMA04808 Neg.

- (3) The "Exhibit A" as referenced in the SF-2 Paragraph 1, is hereby deleted and substituted with the attached "Exhibit A".
- (4) Paragraph 5. of the SF-2 is deleted in its entirety and the following substituted thereto:

"5. COMMISSION AND COMMISSION CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of the lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease. The total amount due the Broker is [REDACTED] payable upon lease execution, [REDACTED] payable upon lease commencement).

Notwithstanding Paragraph 4 of the Lease, 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 first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's Rental Payment of \$25,529.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$25,529.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$25,529.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$25,529.56 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent."

- (5) Referencing Paragraph 9. of the SF-2, delete the number [REDACTED] and substitute thereto the number [REDACTED]
- (6) Referencing Paragraph 13. of the SF-2, delete the number [REDACTED] and substitute thereto the number [REDACTED]
- (7) Referencing Paragraph 14. of the SF-2, delete the number [REDACTED] and substitute thereto the number [REDACTED]

END OF SLA#1

Initials   
Gov't. Lessor