

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LMA04663	DATE 3/25/10	PAGE 1 of 2
ADDRESS OF PREMISES: 463 West Street, Amherst, MA 01002-2946			

**THIS AGREEMENT**, made and entered into this date by and between Donald Laverdiere d/b/a Amherst Office Park whose address is 463 West Street

Amherst, MA 01002-2946

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.

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

1. **TERM:** To have and to hold the said premises with their appurtenances for ten (10) years, commencing on April 1, 2010, and ending ten (10) years thereafter, unless extended or sooner terminated as referenced on page three (3) of the 3626, paragraph B titled "Term".

2. **Payment Schedule:** Commencing April 1, 2010 the Government shall pay the Lessor for the entire leased premises a total annual rental of \$80,761.90 at the rate of \$6,730.16 per month in arrears. The Tenant Improvement Allowance of \$46.29 for ANSI Boma Office Area Square Foot is not included in the rent above. The annual rent shall be adjusted via a Supplemental Lease Agreement upon completion of the Tenant Improvements, to include the actual amount of the Tenant Improvement Allowance used. Upon acceptance of the Tenant Improvements, as further defined in paragraph 3 below, the Government shall pay rent in accordance with the following payment schedule:

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

<b>LESSOR</b>	
SIGNATURE <i>Ronald Laverdiere G.M.</i>	NAME OF SIGNER RONALD LAVERDIERE
ADDRESS 433 West St Amherst Ma. 01002	

<b>IN PRESENCE OF</b>	
SIGNATURE <i>Clare E Bertrand</i>	NAME OF SIGNER Clare E. Bertrand
ADDRESS 441 West St. Amherst MA 01002	

<b>UNITED STATES OF AMERICA</b>	
SIGNATURE <i>Steven M Suth</i>	NAME OF SIGNER Steven M Suth
	OFFICIAL TITLE OF SIGNER Contracting Officer

3. The Government shall pay the rental rate upon substantial completion of the tenant improvements, through year 5 of the lease term, at a total annual rental of \$119,124.83 (approximately \$29.82 per RSF) per annum at the rate of \$9,927.07 per month in arrears; which annual rental includes \$37,307.23 per annum (approximately \$9.34 per RSF) for the amortization of the Lessor's contribution to the TI cost plus annual operating cost escalations referenced in Paragraph 6 below. This annual rental shall be subject to adjustment as set forth in the Lease. Rent for a lesser period shall be prorated.

For years 6 through 10 of the lease term, a total annual rental of \$20.48 per RSF for a total of \$81,817.60 per annum at the rate of \$6,819.63 per month in arrears; plus annual operating cost escalations referenced in Paragraph 6 below. This annual rental shall be subject to adjustment as set forth in the Lease. Rent for a lesser period shall be prorated.

4. **Tenant Improvements:** The Lessor shall contribute a Tenant Improvement (hereinafter "TI") Allowance of \$46.29 per ANSI/BOMA Office Area Square Foot towards the cost of TI. Such contribution has been included as part of the rental consideration set forth in this SLA. The Lessor's contribution toward the TI cost shall be amortized over the 5-year firm term of the lease at an interest rate of 6.0% per annum (\$9.34 per RSF per annum). If the TI cost exceeds the Tenant Improvement Allowance of \$160,811.46, then the Government shall pay the Lessor the difference between \$160,811.46 and the total TI cost in a one-time lump sum payment upon substantial completion of the TI and acceptance thereof by the Government subsequent to the submission of a proper invoice by the Lessor. In the event the TI cost is less than \$160,811.46, only the actual TI cost shall be amortized into the annual rent at the same interest rate and in the same manner as set forth above and the rental rate set forth in this SLA below shall be reduced accordingly. Such additional payment or rental reduction, if applicable, will be memorialized in a Supplemental Lease Agreement.

5. **Commission Credit:** Lessor agrees to pay Jones Lang LaSalle Americas, Inc. (Broker) a commission ("Commission") to be calculated and paid in accordance with the terms of this Agreement. The total amount of the Commission shall be [REDACTED] equal to [REDACTED] of the rental described in paragraph 5 above for the initial five year firm term of this Lease. The Commission shall be earned upon execution of this Agreement and shall be paid, without further condition or contingency, 50% upon award of this Lease and 50% upon substantial completion and acceptance by the Government of the tenant improvements, at which time the commission and credits shall be adjusted to reflect the actual Aggregate Lease Value for the firm term of this lease. In accordance with the Broker Commission and Commission Credit agreement between GSA and the Broker, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction as the Commission Credit. Upon substantial completion and acceptance of the Tenant Improvements, the shell rental payments due and owing under the lease shall be reduced to fully recapture the [REDACTED] Commission Credit, such credit to be set forth in a Supplemental Lease Agreement.

6. **Operating Costs:** For the purposes of the Operating Cost Escalation pursuant to Section 2 B *Operating Costs* of the Supplemental Lease Requirements portion of the Lease, the base rate shall be \$37,513.05 per annum or \$9.39 per RSF.

7. Except as modified in this Agreement, all other terms and conditions of the Lease shall remain in full force and effect, and in the event that any terms and conditions of this Agreement may conflict with any terms and conditions of the Lease or any previous Agreements, the terms of this Agreement shall control and govern.

INITIALS:   
LESSOR & GOVT