

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE
9/1/2011

TO LEASE NO. LMA04808 Neg.
Building No. MA5790ZZ

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 establish the commencement and termination date of this Lease, and establish the final Tenant Improvement cost.

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

I. Paragraph 2 of the Standard Form 2 of the Lease is deleted in its entirety and replaced as follows:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 1, 2011 (rent commencement date) through July 31, 2021, subject to termination rights as may be hereinafter set forth."

II. In separate correspondence dated April 12, 2011, June 21, 2011, July 7, 2011, and July 28, 2011 the Government issued a Notice to Proceed for Tenant Improvements and Change Orders in the amount of \$740,814.96. In accordance with SLA # 1, the total Tenant Improvement Allowance is \$637,394.16. The balance of \$103,420.80 will be paid for in accordance with Paragraph IV.

III. The additional \$103,420.80 will be funded by the following Reimbursable Work Authorization(s) (herein referred to as "RWA"):

- N1159756 (in the amount not to exceed \$103,420.80).

IV. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$103,420.80 upon receipt of an original invoice 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 subscribed their names as of the above date.

LESSOR: Heritage Place, LLC

BY  (Signature)

Member
(Title)
% Ozzy Properties, Inc.
1600 Osgood St, N. Andover MA 01845
(Address)

IN PRESENCE OF
 (Signature)

UNITED STATES OF AMERICA, General Services Administration

BY  (Signature)

Contracting Officer
(Official Title)

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SLA # 2 to Lease No. LMA04808 Neg.

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

General Services Administration
Attn: Stephen M. Smith
GSA Contracting Officer
10 Causeway Street
Boston, MA 02222-1047

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 # PS0020621

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

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

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

END OF SLA#2

Initials:  & 
Gov't. Lessor