

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LME04766	DATE <i>April 4, 2011</i>	PAGE 1 of 4
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ADDRESS OF PREMISES
967 Illinois Avenue, Bangor, ME, 04401-2766

THIS AGREEMENT, made and entered into this date by and between Gary J. Hagan

whose address is



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 add an additional 1,239 BOASF of office and related space and ten (10) additional parking spaces. All terms and conditions of the lease shall apply to this expansion space

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows: **Paragraphs 1, 5, 8, 11, 12, and 19 of the Lease are hereby deleted in their entirety and replaced with the following:**

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 22,417 Rentable Square Feet (RSF) yielding 19,861 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 12.87%, of office and general purpose space consisting of the entire building located at 967 Illinois Avenue, Bangor, ME, 04401-2766 (hereinafter the "Building"), and identified on the plan entitled "Floor Plan" and attached hereto as Exhibit A and by this reference made a part hereof; including 140 surface parking spaces identified on the plan entitled "Site Plan" and attached hereto as Exhibit B and by this reference made a part hereof, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of 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. Upon completion of the design phase, the Government reserves the right to re-measure the leased premises and adjust the annual rental amount and square footage notation if necessary.

5. THE GOVERNMENT SHALL PAY the Lessor annual rent as follows based on lease commencement and rent commencement as defined in the SFO:

Years 1 through 5: Annual rent of \$529,891.48 payable at the rate of \$44,157.62 per month, in arrears and;
Years 6 through 10: Annual rent of \$509,535.25 payable at the rate of \$42,461.27 per month, in arrears,
via Electronic Funds Transfer to:

Gary J. Hagan



Rent for a lesser period shall be prorated on a per diem basis.

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

LESSOR

SIGNATURE <i>Gary J. Hagan</i>	NAME OF SIGNER Gary J. Hagan
ADDRESS [Redacted]	

IN PRESENCE OF

SIGNATURE <i>Karri Bennett</i>	NAME OF SIGNER Karri Bennett
ADDRESS [Redacted]	

UNITED STATES OF AMERICA

SIGNATURE <i>Richard T. Reynolds</i>	NAME OF SIGNER Richard T. Reynolds
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

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8. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [redacted] of the "Aggregate Lease Value" for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [redacted]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [redacted] of the Commission that it is 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 \$51,399.47 will be paid to Studley, Inc. upon lease execution.

The shell rental portion of the annual rental payments (\$281,071.69 or \$23,422.64 per per month) 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 \$44,157.62 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent
- Second Month's Rental Payment of \$44,157.62 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent
- Third Month's Rental Payment of \$44,157.62 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent

11. **TAX ADJUSTMENTS:** Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 100% (22,417 RSF / 22,417 RSF).

12. **OPERATING COSTS:** Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$132,274.26. This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".

19. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 and 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$496,525.00 calculated at \$25.00 per BOMA Office Area Square Foot, and amortized over five (5) years at the rate of six and one half (6.5%) percent. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the fifth year of the Lease Term. The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed 0% of the Total Subcontractors Costs; (2) General Contractor's fee shall not exceed 0% of the Total Subcontractors Costs; (3) Architectural and Engineering fees shall be a flat fee of \$5,000.00; and (4) Lessor's Project Management Fees shall not exceed 10% of the Total Subcontractors Costs.

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

Initials: *[Signature]* & *[Signature]*
Lessor Gov't