

**Supplemental Lease Agreement
Number 1**

Lease Number:	GS-01B-04819	Date:	JUNE 14, 2011
380 Russell Street, First floor, Hadley MA 01035-9538		Building No. MA5995	

THIS AGREEMENT, made and entered into this date by and between

Pearson Hadley LLC

whose address is: 123 Park Avenue, West Springfield, MA 01089-3337' 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 a commencement date.

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

- A. Paragraph 2 of the Standard Form 2 of the lease is amended by deleting the text and substituting, in lieu thereof, the following:

"2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on April 20, 2011 through April 19, 2021, unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term")."

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All other terms and conditions of the lease shall remain in force and effect.

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

Lessor: Pearson Hadley LLC

By _____
(Signature)Managing Partner

(Title)Thomas J. Henshon
In the Presence of_____
(Signature)123 Park Ave W Springfield MA

(Address)

United States Of America, General Services Administration

By _____
George E. WelchContracting Officer

(Official Title)



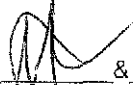

B. Paragraph 4 of Lease No. GS-01B-04819 as amended in paragraph 2 of SLA 1 is amended to read:

"4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and payable via Electronic Fund Transfer, an annual rent for Years 1 through 7 in the amount of \$69,161.71, payable at \$5,763.475 per month in arrears, and the rent for Years 8 through 10 shall remain as stated in the Lease, plus CPI escalations after the first year, to:

Pearson Hadley LLC
123 Park Avenue
West Springfield, MA 01089-3337

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

C. TENANT IMPROVEMENTS: The build out of the demised premises cost \$106,000.00, per the Notice to Proceed dated February 17, 2011. This amount is less than the Tenant Improvement Allowance stated in SF2 Paragraph 16. Consequently, the annual rent for the first seven years is reduced from \$69,374.27 to \$69,161.71.

Initial:  & 
Lessor Gov't.