

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 01	TO LEASE NO. LMA04716	DATE JAN 13 2011	PAGE 1 of 2
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Address of Premises: Gateway Center I, 10 George St., Suite 220, Lowell, MA 01852

Building Number: MA5828

THIS AGREEMENT, made and entered into this date by and between **GATEWAY CENTER CORPORATION**

whose address is: 10 George Street
Lowell, MA 01852-2293

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the Lease to, among other things, establish the Commencement Date, and to revise the annual rental.

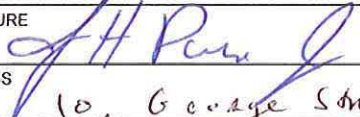
NOW THEREFORE, these parties, for the considerations hereinafter mentioned, covenant and agree that the said Lease is amended effective November 5, 2010 as follows:

1. **TERM/RENT COMMENCEMENT**: Part II, Section B of a U.S. Government Lease for Real Property, dated August 4, 2010, is hereby deleted in its entirety and the following is substituted in its place:

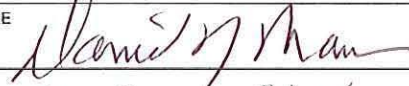
"**TERM**: TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on November 5, 2010 (the "Commencement Date") through November 4, 2017 (the "Termination Date") unless further extended or terminated sooner as provided herein or as may be allowed at law or in equity (the "Lease Term"). The Government may terminate this Lease in whole or in part at any time after November 5, 2015, by giving at least 120 calendar days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the date after of mailing."

(continued on page 2)

LESSOR: GATEWAY CENTER CORPORATION

SIGNATURE		NAME OF SIGNER
ADDRESS	10 George Street, Lowell, MA 01852	John H. Pearson, Jr.

IN PRESENCE OF

SIGNATURE		NAME OF SIGNER
ADDRESS	10 George Street, Lowell, MA 01852	Daniel J. Manson

UNITED STATES OF AMERICA

SIGNATURE		NAME OF SIGNER:
		Michael G. Strobel
		OFFICIAL TITLE OF SIGNER:
		Contracting Officer

2. **PAYMENT FOR TENANT IMPROVEMENTS:**

- A. In accordance with Paragraph 1, Subsection D(1)(d) of the Supplemental Lease Requirements, the Tenant Improvement Allowance cost to be amortized in the rent is \$51.06 per ANSI/BOMA Office Area Square Feet.
- B. In a correspondence dated October 26, 2010, the Government issued a Notice to Proceed for the Tenant Improvements in the amount of \$8,333.10. In complete satisfaction for the work provided therein and acceptance of the space, the Government shall pay the Lessor \$8,333.10, to be amortized in the annual rent over five (5) years at an interest rate of 7.00%.

3. **RENTAL:** Part II, Section C, subsections 5 & 6 of a U.S. Government Lease for Real Property, dated August 4, 2010, are hereby modified as follows:

"The Government shall pay to the Lessor, commencing on the Commencement Date, Annual Rent as follows:

Years 1 through 5: Annual Rent in the amount of \$27,318.20, calculated at the rate of \$24.70 per RSF (Base Rent: \$17.24 per RSF; Operating Costs: \$5.62 per RSF; Tenant Improvements: \$1.84 per RSF), payable in the amount of \$2,276.52 per month in arrears, plus CPI adjustments after the first year, if applicable;

Years 6 through 7: Annual Rent in the amount of \$25,283.16, calculated at the rate of \$22.86 per RSF (Base Rent: \$17.24 per RSF; Operating Costs: \$5.62 per RSF), payable in the amount of ~~\$2,200.93~~ per month in arrears, plus CPI adjustments, if applicable.

\$2,106.93

Annual Rent shall be payable via Electronic Funds Transfer to:

Gateway Center Corporation
10 George Street
Lowell, MA 01852-2293

Rent for a lesser period shall be prorated on a per-diem basis. The Operating Costs are subject to adjustments during the Lease Term as is set forth in Paragraph 37 of the Supplemental Lease Requirements."

4. **Tax Adjustment:** Referencing Paragraph 36 of the Supplemental Lease Requirements, the percentage of Government occupancy of the Building for real estate tax purposes is 3.46%. The Base Year for real estate taxes is agreed to be 2011. The amount of the Base Year Tax is agreed to be the total of the tax bills for the Building that were or are due and payable in November 2010, February 2011, May 2011 and August 2011.
5. **Parking:** The Government shall have the right to use two (2) tandem parking spaces in the parking garage located at Gateway Center II at no additional cost for Years 1 through 5. For Years 6 through 7, up to two (2) parking spaces shall be available to the Government at a monthly rate consistent with those charged to other monthly users of the parking garage.

INITIALS:

LESSOR

GOVT