

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-01B-(1PB)-04693	DATE APRIL 22, 2010	PAGE 1 of 3
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ADDRESS OF PREMISES
300 Ballardvale Street, Wilmington, MA, 01887

THIS AGREEMENT, made and entered into this date by and between 299-301 Ballardvale Associates LLC

whose address is 52-R Roland Street
Charlestown, MA 02129, MA 02301

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 1,044 BOASF of office and related space. 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 5,517 Rentable Square Feet (RSF), yielding 4,450 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 23.99%, of office and general purpose space located on the 2nd floor of the building located at 300 Ballardvale Street, Wilmington, MA, 01887 (aka 100 Burtt Road, Andover, MA, 01810 (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 the rights to use up to 14 surface parking spaces, 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.

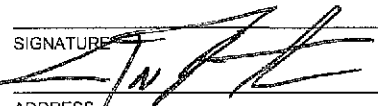
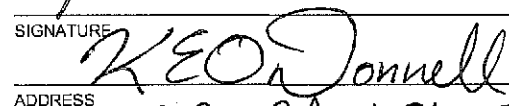

5. **THE GOVERNMENT SHALL PAY** to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$122,410.13 payable at the rate of \$10,200.84 per month, in arrears and;
Years 6 through 10: Annual rent of \$137,869.83 payable at the rate of \$11,489.15 per month, in arrears, via Electronic Funds Transfer to:

299-301 Ballardvale Associates LLC
52-R Roland Street
Charlestown, MA 02129

Rent for a lesser period shall be prorated on a per diem basis. The Government shall have the right to use up to 14 surface parking spaces referenced above at no additional charge.

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

LESSOR	
SIGNATURE 	NAME OF SIGNER John W. Fenton, President
ADDRESS 52 R Roland St Charlestown MA 02129	ERU, Inc, as Asset Manager
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Keryn E. O'Donnell
ADDRESS 52 R Roland St Charlestown MA 02129	
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER GEORGE E. WELCH
	OFFICIAL TITLE OF SIGNER Contracting Officer

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ADDRESS OF PREMISES 300 Ballardvale Street, Wilmington, MA, 01887			

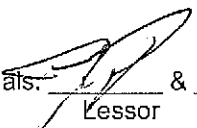

8. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.2 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] per RSF per year 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 [REDACTED] will be paid to Studley, Inc upon lease execution.

The shell rental portion of the annual rental payments (\$62,673.12 per annum) 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 \$10,200.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$10,200.84 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
- Third Month's Rental Payment of \$10,200.84 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 4.83% (5,517 RSF / 114,307 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 \$29,352.70. 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 & 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$206,001.18 amortized over ten (10) years at the rate of eight (8%) 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 tenth year of the Lease Term. The Government shall not be responsible for repayment of any unamortized TI allowance or any unamortized Building-Specific Security charges should this lease be terminated at any time after the five year firm term period per the terms of paragraph 3 of this lease.

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

Initials:  & 
Lessor Gov't