

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 6

DATE

2/25/11

TO LEASE NO.
LVT04569

ADDRESS OF PREMISES **373 Citizens Road, Newport, VT 05855**

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

whose address is **Scott-Spates Property Management LLC
619 Goodall Road
Derby Line, VT 05830**

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective **February 10, 2011**, as follows:

1. Replace the current language in lease LVT04569 paragraph 1 below:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 26,456 Rentable Square Feet (RSF) (26,014 ANSI/BOMA Square Feet (USF)), with a Common Area Factor of one point six nine nine one percent (1.6991%) of office and general purpose space located on the 1st Floor of the building located at 373 Citizens Road, Newport, VT 05855 (hereinafter the "Building"), and identified on the plan entitled [REDACTED] Preliminary Floor Plan Layouts - Revision 1" dated June 10, 2008, and attached hereto as Exhibit A, and by this reference made a part hereof along with all parking, 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.

WITH:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 28,224 Rentable Square Feet (RSF) (27,752 ANSI/BOMA Square Feet (USF)) of which the Government will pay rent on 26,456 RSF (26,014 ANSI/BOMA Square Feet (USF)) and 1,768 RSF will be provided by the Lessor at no additional cost or expense to the Government, with a Common Area Factor of one point zero one six nine nine (1.01699) of office and general purpose space located on the 1st Floor of the building located at 373 Citizens Road, Newport, VT 05855 (hereinafter the "Building"), and identified on the plan entitled [REDACTED] Floor Plan Layouts - Revision 1" dated June 10, 2008, and attached hereto as Exhibit A, and by this reference made a part hereof along with all parking, 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.

2. In accordance with lease LVT04569 paragraph 2, the Commencement Date is established as February 10, 2011 and the Termination Date is established as February 9, 2031.

3. Replace the current language in lease LVT04569 paragraph 4 below:

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 15: Annual rent of \$951,464.34, calculated at Shell Rent of \$675,446.00, Operating Cost Base of \$191,144.00 and Tenant Improvement Rent of \$84,874.34, and payable at the rate of \$79,288.70 per month in arrears and subject to CPI calculations per Paragraph 3.5 B of the Solicitation For Offers Number 7VT2051, dated January 7, 2008 (hereinafter, the "SFO"),.

Renewal Years 16 through 20: Annual Rent of \$925,513.14, calculated at Shell Rent of \$649,494.80 and Operating Cost Base of \$191,144.00 and Tenant Improvement Rent of \$84,874.34 payable at a rate of \$77,126.10 per month in arrears and subject to CPI calculations per Paragraph 3.5 B of the SFO, via Electronic Funds Transfer to:

SCI Holdings, Inc., 333 Citizens Road, Newport, VT 05855

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the twentieth (20th) year. Should the Government terminate the Lease at the end of fifteen (15) years, the Government will not be responsible for the remaining \$359,277.24 of the tenant improvement balance.

WITH:

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 15: Annual rent of \$951,959.44, calculated at Shell Rent of \$675,446.00, Operating Cost Base of \$191,144.00 and Tenant Improvement Rent of \$85,369.44, and payable at the rate of \$79,329.95 per month in arrears and subject to CPI calculations per Paragraph 3.5 B of the Solicitation For Offers Number 7VT2051, dated January 7, 2008 (hereinafter, the "SFO").

Years 16 through 20: Annual Rent of \$926,008.24, calculated at Shell Rent of \$649,494.80 and Operating Cost Base of \$191,144.00 and Tenant Improvement Rent of \$85,369.44 payable at a rate of \$77,167.35 per month in arrears and subject to CPI calculations per Paragraph 3.5 B of the SFO, via Electronic Funds Transfer to:

Scott-Spates Property Management LLC, PO Box 768, Derby, VT 05829-0768

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the twentieth (20th) year. Should the Government terminate the Lease at any point after the fifteenth (15) year, the Government will not be responsible for any of the remaining tenant improvement balance.

4. Replace the current language in lease LVT04569 paragraph 9 below:

9. TAX ADJUSTMENTS: Referencing Paragraphs 3.5 "Tax Adjustment" and 3.6 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 100.00%. The Tax Base is established as \$65,720.00.

WITH:

9. TAX ADJUSTMENTS: Referencing Paragraphs 3.5 "Tax Adjustment" and 3.6 "Percentage of Occupancy" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 93.735828%. The Tax Base is established as \$65,720.00.

5. Replace the current language in lease LVT04569 paragraph 19 below:

19. **COMMISSION AND CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED] (Annual Rent for Years one (1) through fifteen (15) of \$951,464.34 multiplied by [REDACTED]). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker 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]. The Lessor agrees to pay the Commission of [REDACTED] (half at lease execution and half at lease occupancy) less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 4 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's rental payment of \$79,288.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$79,288.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$79,288.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

Fourth month's rental payment of \$79,288.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

WITH:

19. **COMMISSION AND CREDIT:** The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the average firm term value of this lease. The total amount of the Commission is [REDACTED] (Annual Rent for Years one (1) through fifteen (15) of \$951,959.44 multiplied by [REDACTED]). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker 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]. The Lessor agrees to pay the Commission less the Commission Credit of [REDACTED] (half at lease execution and half at lease occupancy) in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 4 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First month's rental payment of \$79,329.95 (of which \$56,287.17 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$79,329.95 (of which \$56,287.17 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted second month's rent.

Third month's rental payment of \$79,329.95 (of which \$56,287.17 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted third month's rent.

Fourth month's rental payment of \$79,329.95 (of which \$56,287.17 is shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted fourth month's rent.

6. As referenced in lease LVT04569 paragraph 20 letter G, replace the current language in SFO 7VT2051, Section 3.5F below:

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is _____ percent based upon the Government's occupancy of _____ rentable square feet in a building of _____ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are _____.

WITH:

F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 93.735828 percent based upon the Government's occupancy of 26,456 rentable square feet in a building of 28,224 rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are TRD4401012-T.

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

LESSOR **Scott-Spates Property Management LLC**

BY

(Signature) GRANT SPATES

Fiscal Agent

(Title)

IN PRESENCE OF

(Signature) Robert Thayer

(Address)

Printed name of Witness

Robert Thayer

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

(Signature)

Contracting Officer

(Official Title)